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No. 17-3086

**In the United States Court of Appeals  
for the Third Circuit**

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REV. DR. WILLIAM LEE,  
*Plaintiff-Appellant*

V.

SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURGH,  
TIMOTHY RALSTON,  
NATHANIEL YOUNG,  
GEOFFREY KEVIN JOHNSON,  
ROCHELLE JOHNSON,  
ALEXANDER HALL,  
RAYMOND JACKSON,  
JAMES GROVER,  
ARTHUR HARRIS,  
JEROME TAYLOR,  
TOMMIE NELL TAYLOR, and  
ROY ELDER,  
*Defendants-Appellees.*

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**On Appeal from the U.S. District Court  
for the Western District of Pennsylvania (Fischer, J.)  
Civil Action No. 2:15-cv-01599-NBF**

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**APPELLANT'S APPENDIX VOLUME I**

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Zeff Law Firm, LLC  
Gregg L. Zeff, Esquire  
100 Century Parkway, Ste 305  
Mount Laurel, NJ 08054  
856-778-9700  
*Counsel for Appellant*

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**U.S. District Court  
Western District of Pennsylvania (Pittsburgh)  
CIVIL DOCKET FOR CASE #: 2:15-cv-01599-NBF**

LEE v. SIXTH MOUNT ZION BAPTIST CHURCH OF  
PITTSBURG et al

Assigned to: Judge Nora Barry Fischer

Case in other court: Third Circuit, 17-03086

USDC PAED, 2:15-cv-05032

Cause: 28:1332 Diversity-Other Contract

Date Filed: 12/07/2015

Date Terminated: 08/22/2017

Jury Demand: Defendant

Nature of Suit: 190 Contract: Other

Jurisdiction: Diversity

**Plaintiff**

**REV. DR. WILLIAM DAVID LEE**

*also known as*

**W. DAVID LEE**

represented by **Blake L. Berenbaum**  
Richman, Berenbaum & Associates, PC  
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**ATTORNEY TO BE NOTICED**

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**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

V.

**Defendant**

**SIXTH MOUNT ZION BAPTIST  
CHURCH OF PITTSBURG**

*doing business as*

**SIXTH MOUNT ZION MISSIONARY  
BAPTIST CHURCH**

represented by **Adam K. Hobaugh**  
Murtagh, Hobaugh & Cech  
110 Swinderman Road  
Wexford, PA 15090  
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**ATTORNEY TO BE NOTICED**

**Alan E. Cech**  
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110 Swinderman Road  
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**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
111 South Independence Mall East  
Suite 595  
Philadelphia, PA 19106  
(215) 625-9499  
**ATTORNEY TO BE NOTICED**

**Defendant**

**TIMOTHY RALSTON**  
*INDIVIDUALLY and*  
*TERMINATED: 05/04/2016*  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Alan E. Cech**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**John W. Murtagh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Defendant**

**NATHANIEL YOUNG**  
*INDIVIDUALLY and*  
*TERMINATED: 05/04/2016*  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Alan E. Cech**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**John W. Murtagh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Defendant**

**GEOFFREY KEVIN JOHNSON**  
*INDIVIDUALLY and*  
*TERMINATED: 05/04/2016*  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Alan E. Cech**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**John W. Murtagh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Joseph I. McDevitt**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**ROCHELLE JOHNSON**  
*INDIVIDUALLY and*  
*TERMINATED: 05/04/2016*  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Alan E. Cech**  
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**John W. Murtagh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Joseph I. McDevitt**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**ALEXANDER HALL**  
*INDIVIDUALLY and*  
*TERMINATED: 05/04/2016*  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Alan E. Cech**  
(See above for address)  
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**John W. Murtagh**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Joseph I. McDevitt**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**RAYMOND JACKSON**  
*INDIVIDUALLY and*  
**TERMINATED: 05/04/2016**  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
**TERMINATED: 05/04/2016**

represented by **Adam K. Hobaugh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

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(See above for address)  
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**John W. Murtagh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Defendant**

**JAMES GROVER**  
*INDIVIDUALLY and*  
**TERMINATED: 05/04/2016**  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
**TERMINATED: 05/04/2016**

represented by **Adam K. Hobaugh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Alan E. Cech**  
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**ATTORNEY TO BE NOTICED**

**John W. Murtagh**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Defendant**

**ARTHUR HARRIS**  
*INDIVIDUALLY and*  
**TERMINATED: 05/04/2016**  
*doing business as*  
**SIXTH MOUNT ZION MISSIONARY**  
**BAPTIST CHURCH**  
**TERMINATED: 05/04/2016**

represented by **Adam K. Hobaugh**  
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(See above for address)  
**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**  
(See above for address)  
**ATTORNEY TO BE NOTICED**

**Defendant**

**JEROME TAYLOR**  
*INDIVIDUALLY and*

represented by **Adam K. Hobaugh**  
(See above for address)

*TERMINATED: 05/04/2016*

*doing business as*

**SIXTH MOUNT ZION MISSIONARY  
BAPTIST CHURCH**

*TERMINATED: 05/04/2016*

**ATTORNEY TO BE NOTICED**

**Alan E. Cech**

(See above for address)

**ATTORNEY TO BE NOTICED**

**John W. Murtagh**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Defendant**

**TOMMIE NELL TAYLOR**

*INDIVIDUALLY and*

*TERMINATED: 05/04/2016*

*doing business as*

**SIXTH MOUNT ZION MISSIONARY  
BAPTIST CHURCH**

*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Alan E. Cech**

(See above for address)

**ATTORNEY TO BE NOTICED**

**John W. Murtagh**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Defendant**

**ROY ELDER**

*INDIVIDUALLY and*

*TERMINATED: 05/04/2016*

*doing business as*

**SIXTH MOUNT ZION MISSIONARY  
BAPTIST CHURCH**

*TERMINATED: 05/04/2016*

represented by **Adam K. Hobaugh**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Alan E. Cech**

(See above for address)

**ATTORNEY TO BE NOTICED**

**John W. Murtagh**

(See above for address)

**ATTORNEY TO BE NOTICED**

**Joseph I. McDevitt**

(See above for address)

**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
09/09/2015	<a href="#"><u>1</u></a>	COMPLAINT against ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST

		CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG (Filing fee \$ 400 receipt number 127312), filed by WILLIAM DAVID LEE. (Attachments: # <a href="#">1</a> Civil Cover Sheet) (rt) (Entered: 09/09/2015)
09/09/2015		Summons Issued as to ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. Twelve Forwarded To: Counsel on September 9, 2015 (rt) (Entered: 09/09/2015)
10/02/2015	<a href="#">2</a>	First MOTION to Dismiss <i>for Improper Venue</i> filed by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. Motion to Dismiss. (Attachments: # <a href="#">1</a> Memo of Law in Support of Motion to Dismiss, # <a href="#">2</a> Certificate of Service) (MCDEVITT, JOSEPH) (Entered: 10/02/2015)
10/23/2015	<a href="#">3</a>	RESPONSE in Opposition re <a href="#">2</a> First MOTION to Dismiss <i>for Improper Venue</i> filed by WILLIAM DAVID LEE. (BERENBAUM, BLAKE) (Entered: 10/23/2015)
11/05/2015	<a href="#">4</a>	ORDER DENYING DEFENDANTS' <a href="#">2</a> MOTION TO DISMISS AND GRANTING PLAINTIFF'S REQUEST FOR TRANSFER TO THE USDC FOR THE WESTERN DISTRICT OF PA. SIGNED BY HONORABLE LEGROME D. DAVIS ON 11/5/15. 11/5/15 ENTERED AND COPIES E-MAILED. (va, ) (Entered: 11/05/2015)
11/10/2015	<a href="#">5</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon Arthur Harris, Jr. on behalf of SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">6</a>	AFFIDAVIT of Service by Daniel Knobloch re: served Summions and Complaint upon TIMOTHY RALSTON on 9/26/2015, answer due 10/19/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">7</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon Rochelle Johnson on behalf of GEOFFREY KEVIN JOHNSON on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">8</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon ROCHELLE JOHNSON on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">9</a>	AFFIDAVIT of Service by Daniel Knobloch re: served Summons and Complaint upon ALEXANDER HALL on 9/26/2015, answer due 10/19/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">10</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon RAYMOND JACKSON on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">11</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon PRICILLA GROVER on behalf of JAMES GROVER on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">12</a>	AFFIDAVIT of Service by Brad Seigfried re: served Summons and Complaint upon

		Gwendolyn Gail Harris on behalf of ARTHUR HARRIS on 9/21/2015, answer due 10/13/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/10/2015	<a href="#">13</a>	AFFIDAVIT of Service by Daniel Knobloch re: served Summons and Complaint upon ROY ELDER on 9/26/2015, answer due 10/19/2015. (BERENBAUM, BLAKE) Modified on 11/13/2015 (md). (Entered: 11/10/2015)
11/20/2015	<a href="#">14</a>	Request for Default by WILLIAM DAVID LEE against Defendants Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church, Geoffrey Kevin Johnson, Rochelle Johnson, Raymond Jackson, James Grover, Arthur Harris. (BERENBAUM, BLAKE) Modified on 11/24/2015 (md). (Entered: 11/20/2015)
11/20/2015	<a href="#">15</a>	Request for Default by WILLIAM DAVID LEE against Defendants Timothy Ralston, Alexander Hall, Roy Elder. (BERENBAUM, BLAKE) Modified on 11/24/2015. (md) (Entered: 11/20/2015)
11/25/2015	<a href="#">16</a>	MOTION to Set Aside Default filed by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG.Certificate of Service. (Attachments: # <a href="#">1</a> Exhibit Proposed Answer, # <a href="#">2</a> Text of Proposed Order Proposed Order, # <a href="#">3</a> Certificate of Service Certificate of Service) (MCDEVITT, JOSEPH) (Entered: 11/25/2015)
11/30/2015	<a href="#">17</a>	ORDER DENYING DEFENDANT'S <a href="#">16</a> MOTION TO SET ASIDE DEFAULT. SIGNED BY HONORABLE LEGROME D. DAVIS ON 11/30/15. 11/30/15 ENTERED AND COPIES E-MAILED. (va, ) (Entered: 11/30/2015)
12/03/2015	<a href="#">18</a>	ANSWER to pltf's <a href="#">1</a> Complaint <i>together with Affirmative Defenses</i> by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, TIMOTHY RALSTON, NATHANIEL YOUNG, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, ALEXANDER HALL, RAYMOND JACKSON, JAMES GROVER, ARTHUR HARRIS, JEROME TAYLOR, TOMMIE NELL TAYLOR and ROY ELDER. (MCDEVITT, JOSEPH) Modified on 12/4/2015. (fb) (Entered: 12/03/2015)
12/03/2015	<a href="#">19</a>	<i>Certificate of Service</i> re <a href="#">18</a> ANSWER to Complaint by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, TIMOTHY RALSTON, NATHANIEL YOUNG, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, ALEXANDER HALL, RAYMOND JACKSON, JAMES GROVER, ARTHUR HARRIS, JEROME TAYLOR, TOMMIE NELL TAYLOR and ROY ELDER. (MCDEVITT, JOSEPH) Modified on 12/4/2015. (fb) (Entered: 12/03/2015)
12/07/2015	<a href="#">20</a>	Case transferred in from District of Pennsylvania Eastern; Case Number 2:15-cv-05032. Original file certified copy of transfer order and docket sheet received. Modified on 12/8/2015. (jsp) (Entered: 12/08/2015)
12/08/2015	<a href="#">21</a>	NOTICE that instant civil action has been designated for placement into the United States District Court's Alternative Dispute Resolution program. Parties are directed to fully complete the required 26(f) report, which includes the stipulation of selecting an ADR process. Counsel for plaintiff (or in the case of a removal action, counsel for removing defendant) shall make service of the notice on all parties. (jg) (Entered: 12/08/2015)
12/08/2015	<a href="#">22</a>	MEMORANDUM ORDER indicating that the parties' Rule 26 Meeting Report and Stipulation Selecting ADR Process are due by 1/4/16; A Case Management Conference is set for 1/11/16 at 3:00 PM in Courtroom 5B before Judge Nora Barry Fischer. Signed by Judge Nora Barry Fischer on 12/8/15. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B) (jg) (Entered: 12/08/2015)
12/08/2015	<a href="#">23</a>	NOTICE of Appearance by Adam K. Hobaugh on behalf of ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON,

		GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Hobaugh, Adam) (Entered: 12/08/2015)
01/04/2016	<a href="#">24</a>	STIPULATION selecting ADR process by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Cech, Alan) (Entered: 01/04/2016)
01/04/2016	<a href="#">25</a>	NOTICE of Appearance by Alan E. Cech on behalf of ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Cech, Alan) (Entered: 01/04/2016)
01/04/2016	<a href="#">26</a>	REPORT of Rule 26(f) Planning Meeting. (Cech, Alan) (Entered: 01/04/2016)
01/05/2016		CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">26</a> Report of Rule 26(f) Planning Meeting, <a href="#">24</a> Stipulation Selecting ADR process. ERROR: Signature on documents (Murtaugh) and filer (Cech) do not match. CORRECTION: Attorney advised of signature requirements. Attorney to promptly resubmit the documents using the Errata event located under "Other Documents" in the electronic filing system. Filer should link the Erratas to Document <a href="#">24</a> and <a href="#">26</a> respectively. This message is for informational purposes only. (jsp) (Entered: 01/05/2016)
01/05/2016	<a href="#">27</a>	MOTION to Excuse Participation at Case Management Conference by GEOFFREY KEVIN JOHNSON. (Attachment: # <a href="#">1</a> Proposed Order) (Hobaugh, Adam) Modified on 1/6/2016. (jsp) (Entered: 01/05/2016)
01/05/2016	<a href="#">28</a>	ORDER granting <a href="#">27</a> Motion to Excuse Participation at Case Management Conference by GEOFFREY KEVIN JOHNSON; that Defendant Geoffrey Kevin Johnson is hereby excused from attendance at the Case Management Conference on 1/11/16. Signed by Judge Nora Barry Fischer on 1/5/16. (jg) Modified on 1/6/2016. (jsp) (Entered: 01/05/2016)
01/05/2016	<a href="#">29</a>	Errata re <a href="#">26</a> Report of Rule 26(f) Planning Meeting by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. Reason for Correction: Signature did not match filer. (Cech, Alan) (Entered: 01/05/2016)
01/05/2016	<a href="#">30</a>	Errata re <a href="#">24</a> Stipulation Selecting ADR process, by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. Reason for Correction: Signature did not match Filer. (Cech, Alan) (Entered: 01/05/2016)
01/05/2016	<a href="#">31</a>	STIPULATION selecting ADR process by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Cech, Alan) (Entered: 01/05/2016)
01/05/2016	<a href="#">32</a>	REPORT of Rule 26(f) Planning Meeting. (Attachments: # <a href="#">1</a> Proposed Order) (Cech,

		Alan) (Entered: 01/05/2016)
01/06/2016	<a href="#">33</a>	MOTION to Excuse Participation at Case Management Conference NATHANIEL YOUNG. (Attachment: # <a href="#">1</a> Proposed Order) (Hobaugh, Adam) Modified on 1/7/2016. (jsp) (Entered: 01/06/2016)
01/06/2016	<a href="#">34</a>	ORDER granting <a href="#">33</a> Motion to Excuse Participation in Case Management Conference. It is hereby ordered that Defendant Nathaniel Young is excused from attendance at the Case Management Conference on Monday, January 11, 2016. Signed by Judge Nora Barry Fischer on 1/6/2016. (drm) (Entered: 01/06/2016)
01/11/2016	<a href="#">35</a>	NOTICE of Appearance by John W. Murtagh on behalf of ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Murtagh, John) (Entered: 01/11/2016)
01/12/2016	<a href="#">36</a>	Minute Entry for proceedings held before Judge Nora Barry Fischer: Case Management Conference held on 1/11/16 (details of proceeding more fully stated in memo); Appropriate Order to follow. (Court Reporter: None) (jg) (Entered: 01/12/2016)
01/12/2016	<a href="#">37</a>	CASE MANAGEMENT ORDER: Exchange of required Rule 26(a) information due by 2/2/16; Motions to Amend/Add Parties due by 5/31/16; Fact Discovery ends 7/31/16; A Telephonic Post Fact Discovery Status Conference is set for 8/1/16 at 3:00 PM before Judge Nora Barry Fischer; The deadlines for expert discovery, if any, including the filing of expert reports and the taking of expert depositions, shall be set at the Telephone Post Fact Discovery Status Conference; The Court will establish a schedule for the filing of summary judgment motions upon the completion of all discovery in this case; Other details more fully stated in said Order. Signed by Judge Nora Barry Fischer on 1/12/16. (jg) (Entered: 01/12/2016)
01/12/2016	<a href="#">38</a>	ORDER REFERRING CASE to Mediation. Maria Greco Danaher, Esquire is appointed as mediator; The ADR conference(s) shall be concluded before 3/31/16, unless extended by order of the Court; John W. Murtagh, Esq. is designated as lead counsel and shall be responsible for working with the parties and the neutral to coordinate an agreeable date, time and location for the initial ADR conference; It is the responsibility of lead counsel to insure that the date, time and location of the ADR session as well as the principals from each party, and insurance representatives, with full settlement authority, who will be in attendance at the ADR session, has been electronically filed with the Court by 1/19/16. The Court shall be promptly noticed of any rescheduled date for the scheduled conference. Signed by Judge Nora Barry Fischer on 1/12/16. (jg) (Entered: 01/12/2016)
01/19/2016	<a href="#">39</a>	Notice of Mediation by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. Mediation Date 02/24/2016 10:00 a.m. (Murtagh, John) (Entered: 01/19/2016)
02/12/2016	<a href="#">40</a>	MOTION for Partial Summary Judgment by WILLIAM DAVID LEE. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Exhibit, # <a href="#">3</a> Exhibit, # <a href="#">4</a> Exhibit, # <a href="#">5</a> Exhibit, # <a href="#">6</a> Exhibit, # <a href="#">7</a> Exhibit, # <a href="#">8</a> Exhibit, # <a href="#">9</a> Exhibit, # <a href="#">10</a> Exhibit, # <a href="#">11</a> Exhibit, # <a href="#">12</a> Appendix) (Berenbaum, Blake) (Entered: 02/12/2016)
02/12/2016	41	ORDER denying as premature, without prejudice <a href="#">40</a> Plaintiff's Motion for Partial Summary Judgment. Signed by Judge Nora Barry Fischer on 2/12/16. Text-only entry; no

		PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) (Entered: 02/12/2016)
02/12/2016		w/ <a href="#">40</a> BRIEF in Support re <a href="#">40</a> Motion for Partial Summary Judgment, filed by WILLIAM DAVID LEE. (jsp) (Document previously filed electronically) (Entered: 02/16/2016)
02/12/2016		w/ <a href="#">40</a> CONCISE STATEMENT OF MATERIAL FACTS by WILLIAM DAVID LEE. (jsp) (Document previously filed electronically) (Entered: 02/16/2016)
02/16/2016		CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">40</a> Motion for Partial Summary Judgment. ERROR: Brief in Support of Motion and Concise Statement should have been filed as two separate documents. CORRECTION: Attorney advised in future that documents of that nature are to be filed as separate documents. Clerk of Court docketed Brief in Support of <a href="#">40</a> Partial Summary Judgment; Concise Statement of Material Facts. This message is for informational purposes only. CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">40</a> Motion for Partial Summary Judgment. ERROR: Proposed Order was not attached. CORRECTION: Attorney is advised for future reference that motions should be submitted with an attached corresponding proposed order. No further action is required. This message is for informational purposes only. (jsp) (Entered: 02/16/2016)
02/25/2016	<a href="#">42</a>	REPORT of Mediation: Case has not been resolved. MARIA GRECO DANAHER terminated. Attorney Maria Greco Danaher terminated. <b>The parties are reminded of their obligation to complete the ADR questionnaire and submit within 5 days of the conclusion of the ADR process. The questionnaire can be accessed at www.pawd.uscourts.gov. Click on the ADR icon.</b> Mediation session was held on 2/24/2016. (Danaher, Maria) (Entered: 02/25/2016)
02/26/2016	<a href="#">43</a>	MOTION for Judgment on the Pleadings by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Attachments: # <a href="#">1</a> Exhibit A, # <a href="#">2</a> Exhibit B, # <a href="#">3</a> Exhibit C, # <a href="#">4</a> Cert of Service, # <a href="#">5</a> Proposed Order) (Cech, Alan) (Entered: 02/26/2016)
02/27/2016	<a href="#">44</a>	ORDER that Plaintiff shall file a response to Defendants' motion <a href="#">43</a> by 3/28/16. Defendants shall file their reply to Plaintiff's response by 4/11/16, and Plaintiff shall file his sur-reply by 4/25/16. It is further Ordered that the Court shall convene a Hearing and Oral Argument on Defendants' Motion for Judgment on the Pleadings <a href="#">43</a> on 5/11/16 at 1:30 p.m. in Courtroom 5B before Judge Nora Barry Fischer. Signed by Judge Nora Barry Fischer on 2/26/2016. (drm) (Entered: 02/27/2016)
03/23/2016	<a href="#">45</a>	NOTICE of Appearance by Zainab K. Ali on behalf of WILLIAM DAVID LEE. (Ali, Zainab) (Entered: 03/23/2016)
03/28/2016	<a href="#">47</a>	RESPONSE to Motion re <a href="#">43</a> MOTION for Judgment on the Pleadings filed by WILLIAM DAVID LEE. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Exhibit, # <a href="#">3</a> Proposed Order, # <a href="#">4</a> Certificate of Service) (Ali, Zainab) Modified on 3/29/2016. (jsp) (Entered: 03/28/2016)
03/29/2016	<a href="#">48</a>	MOTION for attorney Zainab Khadija Ali to Appear Pro Hac Vice, (Filing fee \$40, Receipt # 0315-3908814) by WILLIAM DAVID LEE. (Attachments: # <a href="#">1</a> Affidavit, # <a href="#">2</a> Exhibit) (Ali, Zainab) (Entered: 03/29/2016)
03/29/2016	<a href="#">49</a>	ORDER granting <a href="#">48</a> Motion for Zainab Khadija Ali, Esquire to Appear Pro Hac Vice on behalf of Plaintiff. Signed by Judge Nora Barry Fischer on 3/29/16. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) (Entered: 03/29/2016)

03/29/2016	<a href="#">50</a>	Errata re <a href="#">47</a> Response to Motion, by WILLIAM DAVID LEE. Reason for Correction: Typographical Errors. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Exhibit, # <a href="#">3</a> Proposed Order, # <a href="#">4</a> Certificate of Service) (Ali, Zainab) Modified on 3/31/2016. "Certification and Notice for Filing Pretrial Motions" should not be used when filing a Certificate of Service. Counsel advised that a certificate of service does not need to be submitted if opposing parties are getting noticed electronically. If a certificate of service is filed, it should be made the last page of the pertaining document, not an attachment. (jsp) (Entered: 03/29/2016)
03/31/2016		CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">48</a> Motion to Appear Pro Hac Vice. ERROR: Proposed Order was not attached. CORRECTION: Attorney is advised for future reference that motions should have an attached proposed order. No further action is required. This message is for informational purposes only. (jsp) (Entered: 03/31/2016)
04/11/2016	<a href="#">51</a>	REPLY to Response to Motion re <a href="#">47</a> Response to Motion, re <a href="#">43</a> Motion for Judgment on the Pleadings, filed by ROY ELDER, JAMES GROVER, ALEXANDER HALL, ARTHUR HARRIS, RAYMOND JACKSON, GEOFFREY KEVIN JOHNSON, ROCHELLE JOHNSON, TIMOTHY RALSTON, SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, JEROME TAYLOR, TOMMIE NELL TAYLOR, NATHANIEL YOUNG. (Cech, Alan) Modified on 4/12/2016. (jsp) (Entered: 04/11/2016)
04/20/2016	<a href="#">52</a>	SHOW CAUSE ORDER indicating that that this Court orders that a rule is issued upon Blake L. Berenbaum, Esquire, Plaintiff's counsel upon the commencement of this case, to show good cause, by no later than 5/2/16, why he has failed to release Plaintiff's file on the above-captioned matter to Plaintiff's new counsel, Zainab Kadija Ali, Esquire; that, during the pendency of the subject matter of this Show Cause Order, all Discovery is stayed. Signed by Judge Nora Barry Fischer on 4/20/16. (jg) (Entered: 04/20/2016)
04/25/2016	<a href="#">53</a>	Sur-Reply in Opposition re <a href="#">43</a> Motion for Judgment on the Pleadings, filed by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 4/26/2016. (jsp) (Entered: 04/25/2016)
05/04/2016	<a href="#">54</a>	MEMORANDUM OPINION indicating that, for the reasons more fully stated within said Opinion, the Motion for Judgment on the Pleadings <a href="#">43</a> filed by Defendants Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder is granted. An appropriate order follows. Signed by Judge Nora Barry Fischer on 5/4/16. (jg) (Entered: 05/04/2016)
05/04/2016	<a href="#">55</a>	ORDER indicating that, in accordance with the foregoing Memorandum Opinion <a href="#">54</a> , it is hereby ordered that the Motion for Judgment on the Pleadings filed by Defendants Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder <a href="#">43</a> is granted; that Count One of the Complaint against Defendants Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder is dismissed with prejudice; that argument scheduled for 5/11/16 at 1:30 p.m. is cancelled. Signed by Judge Nora Barry Fischer on 5/4/16. (jg) (Entered: 05/04/2016)
05/04/2016	<a href="#">56</a>	ORDER indicating that Blake L. Berenbaum, Esquire having failed to respond to this Court's Show Cause Order dated 4/20/16 <a href="#">52</a> , it is hereby ordered that Blake L. Berenbaum, Esquire shall appear before this Court for a Contempt Hearing, for his failure to comply with the above-stated Show Cause Order, on 5/6/16 at 9:00 a.m. Courtroom 5B before Judge Nora Barry Fischer; that the Stay of Discovery ordered in said Show Cause Order <a href="#">52</a> shall remain in effect during the pendency of the subject matter of the Show Cause Order/Contempt Hearing in this matter. Signed by Judge Nora Barry Fischer on 5/4/16. (jg) (Entered: 05/04/2016)

05/05/2016	<a href="#">57</a>	ORDER indicating that the Court having been advised by Zainab Kadija Ali, Esquire that Blake L. Berenbaum, Esquire has released Plaintiffs file to Attorney Ali, it is hereby ordered that the Contempt Hearing set for 5/6/16 at 9:00 A.M. is cancelled. Signed by Judge Nora Barry Fischer on 5/5/16. (jg) (Entered: 05/05/2016)
05/05/2016	58	ORDER indicating that, the subject matter of the Court's Show Cause Order/Contempt Hearing having now been resolved, it is hereby ordered that the Stay of Discovery in this matter is lifted. Signed by Judge Nora Barry Fischer on 5/5/16. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) (Entered: 05/05/2016)
05/26/2016	<a href="#">59</a>	MOTION for Extension of Time to Amend Pleadings or Add New Parties by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Attachment: # <a href="#">1</a> Proposed Order Order) (Cech, Alan) Modified on 5/27/2016. (jsp) (Entered: 05/26/2016)
05/27/2016	<a href="#">60</a>	ORDER granting Defendant's Motion to Enlarge Time to Amend Pleadings or Add New Parties <a href="#">59</a> and that: 1. The deadline by which the parties may amend the pleadings or add new parties shall be re-set for 7/31/16; 2. The deadline for fact discovery shall be enlarged to 10/1/16; 3. The Telephonic Post Fact Discovery Status Conference currently set for 8/1/16 at 3:00 p.m. shall be rescheduled for 10/4/16 at 4:00 p.m.; that all other provisions of the Court's Case Management Order <a href="#">37</a> , shall remain in effect. Signed by Judge Nora Barry Fischer on 5/27/16. (jg) (Entered: 05/27/2016)
09/02/2016	61	ORDER indicating that the Telephonic Post Fact Discovery Status Conference set for 10/4/16 at 4:00 p.m. is re-set for 10/4/16 at 2:30 PM before Judge Nora Barry Fischer. Signed by Judge Nora Barry Fischer on 9/2/16. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) (Entered: 09/02/2016)
09/30/2016	<a href="#">62</a>	STATUS REPORT <i>Agenda</i> by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Cech, Alan) (Entered: 09/30/2016)
09/30/2016	<a href="#">63</a>	MOTION to Amend/Correct <a href="#">60</a> Case Management Order, Terminate Motions by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Attachments: # <a href="#">1</a> Proposed Order) (Cech, Alan) Text modified on 10/3/2016. (ept) (Entered: 09/30/2016)
09/30/2016	<a href="#">64</a>	MOTION for Extension of Time to Complete Discovery by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Attachments: # <a href="#">1</a> Proposed Order Order of Court) (Cech, Alan) (Entered: 09/30/2016)
10/03/2016	<a href="#">65</a>	RESPONSE IN OPPOSITION re <a href="#">64</a> Motion for Extension of Time to Complete Discovery filed by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 10/4/2016 to add document linkage. (ept) (Entered: 10/03/2016)
10/03/2016	66	ORDER indicating that Sixth Mount Zion Baptist Church of Pittsburg shall file a reply to Plaintiff William David Lee's response <a href="#">65</a> by October 7, 2016. Signed by Judge Nora Barry Fischer on 10/03/2016. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (sks) (Entered: 10/03/2016)
10/04/2016		CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">65</a> Response in Opposition. ERROR: Document was not linked. CORRECTION: Linked to appropriate document. This message is for informational purposes only. (ept) (Entered: 10/04/2016)
10/04/2016	<a href="#">67</a>	REPLY to Response to Motion re <a href="#">64</a> Motion for Extension of Time to Complete Discovery filed by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Cech, Alan) (Entered: 10/04/2016)
10/04/2016	<a href="#">68</a>	Minute Entry for proceedings held before Judge Nora Barry Fischer: Telephonic Post Fact

		Discovery Status Conference held on 10/4/16 (details of proceeding more fully stated in memo); Appropriate Orders follow. (Court Reporter: D. Rowe) (jg) (Entered: 10/04/2016)
10/04/2016	<a href="#">69</a>	ORDER granting <a href="#">64</a> Defendant's Motion for Extension of Time to Complete Discovery, following oral argument on 10/4/16; that Discovery ends 12/1/16; that a Telephonic Post Fact Discovery Status Conference is set for 12/1/16 at 4:30 PM before Judge Nora Barry Fischer. The Court will initiate the call. Signed by Judge Nora Barry Fischer on 10/4/16. (jg) (Entered: 10/04/2016)
10/04/2016	<a href="#">70</a>	ORDER granting <a href="#">63</a> Defendant's Motion to Amend Answer; that said Amended Answer is due by 10/15/16. the Plaintiff and his counsel do not oppose this Motion given the Court's ruling enlarging discovery. Signed by Judge Nora Barry Fischer on 10/4/16. (jg) (Entered: 10/04/2016)
10/13/2016	<a href="#">71</a>	AMENDED ANSWER to Complaint by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Murtagh, John) Modified on 10/14/2016. (jsp) (Entered: 10/13/2016)
10/21/2016	<a href="#">72</a>	DEMAND for Trial by Jury by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Murtagh, John) (Entered: 10/21/2016)
10/27/2016	<a href="#">73</a>	ORDER indicating that the Telephonic Post Fact Discovery Status Conference set for 12/1/16 at 4:30 PM is re-set for 12/1/16 at 2:00 PM before Judge Nora Barry Fischer. Signed by Judge Nora Barry Fischer on 10/27/16. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) (Entered: 10/27/2016)
11/28/2016	<a href="#">74</a>	ORDER indicating that all motions for summary judgment shall be filed by 1/31/17; All responses thereto shall be filed by 3/2/17; All replies shall be filed by 3/17/17; Any sur-replies shall be filed by 3/24/17; Argument on the above-listed motion shall be heard on 3/31/17 at 3:00 p.m. in Courtroom 5B before the Honorable Nora Barry Fischer; that the Telephonic Post Fact Discovery Status Conference currently scheduled for 12/1/16 at 2:00 p.m. is cancelled. Signed by Judge Nora Barry Fischer on 11/28/16. (jg) (Entered: 11/28/2016)
12/13/2016	<a href="#">75</a>	ORDER indicating that the Motion Hearing set for 3/31/17 at 3:00 PM is re-set for 4/7/17 at 1:00 PM in Courtroom 5B before Judge Nora Barry Fischer. Signed by Judge Nora Barry Fischer on 12/13/16. Text-only entry; no PDF document will issue. This text-only entry constitutes the Order of the Court or Notice on the matter. (jg) Modified on 12/13/2016. (jg) Modified on 12/14/2016. (jsp) (Entered: 12/13/2016)
01/31/2017	<a href="#">76</a>	MOTION for Summary Judgment by WILLIAM DAVID LEE. (Attachments: # <a href="#">1</a> Memorandum of Law, # <a href="#">2</a> Statement of Facts, # <a href="#">3</a> Exhibits A-D, # <a href="#">4</a> Exhibit E, # <a href="#">5</a> Certificate of Service) (Ali, Zainab) Attachments #1 and #2 removed from public view and redocketed at <a href="#">77</a> and <a href="#">78</a> . Modified on 2/1/2017. (ept) (Entered: 01/31/2017)
01/31/2017	<a href="#">77</a>	BRIEF in Support re <a href="#">76</a> Motion for Summary Judgment filed by WILLIAM DAVID LEE. (ept) (Entered: 02/01/2017)
01/31/2017	<a href="#">78</a>	CONCISE STATEMENT OF MATERIAL FACTS re <a href="#">76</a> Motion for Summary Judgment by WILLIAM DAVID LEE. (ept) (Entered: 02/01/2017)
02/01/2017		CLERK'S OFFICE QUALITY CONTROL MESSAGE re <a href="#">76</a> Motion for Summary Judgment. ERROR: Document should have been filed as two separate documents. CORRECTION: Attorney advised in future that documents of that nature are to be filed as separate documents. Clerk of Court docketed Brief in Support of Motion, Concise Statement of Material Facts. This message is for informational purposes only. (ept) (Entered: 02/01/2017)
02/02/2017	<a href="#">79</a>	MOTION to Amend/Correct <a href="#">77</a> Brief in Support of Motion by WILLIAM DAVID LEE.

		(Ali, Zainab) Error: Wrong event selected. Motion terminated. Document re-filed by counsel at Document <a href="#">82</a> . Modified on 2/2/2017. (jsp) (Entered: 02/02/2017)
02/02/2017	<a href="#">80</a>	MOTION to Amend/Correct <a href="#">78</a> Concise Statement of Material Facts by WILLIAM DAVID LEE. (Ali, Zainab) Error: Wrong event selected. Motion terminated. Document re-filed by counsel at Document <a href="#">83</a> . Modified on 2/2/2017. (jsp) (Entered: 02/02/2017)
02/02/2017	<a href="#">81</a>	EXHIBIT <i>F</i> in Support of <a href="#">76</a> Motion for Summary Judgment, by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 2/2/2017. (jsp) (Entered: 02/02/2017)
02/02/2017	<a href="#">82</a>	AMENDED BRIEF in Support re <a href="#">76</a> Motion for Summary Judgment, filed by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 2/2/2017. (jsp) (Entered: 02/02/2017)
02/02/2017	<a href="#">83</a>	AMENDED CONCISE STATEMENT OF MATERIAL FACTS re <a href="#">76</a> Motion for Summary Judgment, by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 2/2/2017. (jsp) (Entered: 02/02/2017)
02/14/2017	<a href="#">84</a>	ORDER TO SHOW CAUSE indicating that the Court having received a letter from neutral Maria Greco Danaher, wherein she states that Plaintiff's counsel has not responded to an invoice requesting payment of \$1,269.31 for the mediation session that was held on 2/24/16, it is hereby ordered that a Rule to Show Cause is issued upon Attorneys Blake L. Berenbaum and Zainab K. Ali, and the law firms of Richman, Berenbaum & Associates, PC and Ali Watson PC, to file a report addressing the status of payment to Ms. Danaher by 2/21/17. Signed by Judge Nora Barry Fischer on 2/14/17. (jg) (Entered: 02/14/2017)
02/21/2017	<a href="#">85</a>	ORDER indicating that the Court having received a letter from Zainab K. Ali of Ali Watson PC, wherein she states that Plaintiff has arranged payment in full to neutral Maria Greco Danaher for the mediation session that was held on 2/24/16, it is hereby ordered that the Rule to Show Cause issued upon Attorneys Blake L. Berenbaum and Zainab K. Ali, and the law firms of Richman, Berenbaum & Associates, PC and Ali Watson PC on 2/14/17 <a href="#">84</a> is dissolved. Signed by Judge Nora Barry Fischer on 2/21/17. (jg) (Entered: 02/21/2017)
03/02/2017	<a href="#">86</a>	BRIEF in Opposition re <a href="#">76</a> Motion for Summary Judgment, filed by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Cech, Alan) (Entered: 03/02/2017)
03/02/2017	<a href="#">87</a>	RESPONSIVE CONCISE STATEMENT OF MATERIAL FACTS <i>In Opposition to Motion for Summary Judgment</i> re <a href="#">83</a> Concise Statement of Material Facts, <a href="#">86</a> Brief in Opposition to Motion, <a href="#">82</a> Brief in Support of Motion, <a href="#">76</a> Motion for Summary Judgment, by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Cech, Alan) Modified on 3/3/2017. (jsp) (Entered: 03/02/2017)
03/02/2017	<a href="#">88</a>	Appendix to <a href="#">87</a> Responsive Concise Statement of Material Facts, <a href="#">83</a> Concise Statement of Material Facts, <a href="#">86</a> Brief in Opposition to Motion, <a href="#">82</a> Brief in Support of Motion by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Attachments: # <a href="#">1</a> Exhibit, # <a href="#">2</a> Exhibit, # <a href="#">3</a> Exhibit) (Cech, Alan) Modified on 3/3/2017. (jsp) (Entered: 03/02/2017)
04/05/2017	<a href="#">89</a>	ORDER indicating that, upon consideration of the filings in this matter, including the present filings related to Plaintiff's motion for summary judgment, as well as the pleadings and other documents of record, it is hereby ordered that by 4/21/17, the parties shall file briefs of no more than 15 pages addressing the issue of whether and to what extent the ministerial exception under the First Amendment's Free Exercise Clause and excessive entanglement under the First Amendment's Establishment Clause; that the parties may file briefs of no more than 7 pages in response to the opposing parties brief by 4/28/17; that argument scheduled for 4/7/17 at 1:00 p.m. is cancelled and is rescheduled for 5/12/17 at 2:00 p.m. in Courtroom 5B. Signed by Judge Nora Barry Fischer on 4/5/17. (jg) (Entered: 04/05/2017)

04/21/2017	<a href="#">90</a>	BRIEF in Opposition on the Issue on the Issue of the "Ministerial Exception" or "Deference Rule" as Applied to the Instant Case" re <a href="#">76</a> Motion for Summary Judgment, filed by SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG. (Attachment: # <a href="#">1</a> Exhibit Bylaws) (Cech, Alan) Modified on 4/25/2017. (jsp) (Entered: 04/21/2017)
04/21/2017	<a href="#">91</a>	SUPPLEMENTAL BRIEF Addressing the Ministerial Exception and Excessive Entanglement re <a href="#">76</a> Motion for Summary Judgment, filed by WILLIAM DAVID LEE. (Ali, Zainab) Modified on 4/25/2017. (jsp) (Entered: 04/21/2017)
05/12/2017	<a href="#">92</a>	Minute Entry for proceedings held before Judge Nora Barry Fischer: Motion Hearing held on 5/12/2017 re <a href="#">76</a> MOTION for Summary Judgment filed by WILLIAM DAVID LEE. (Details as more fully stated in memorandum). (Court Reporter: S. Hall) (msp) (Entered: 05/12/2017)
08/11/2017	<a href="#">93</a>	NOTICE OF FILING OF OFFICIAL TRANSCRIPT of Proceedings held on May 12, 2017 before Judge Nora Barry Fischer. Court Reporter Shirley A. Hall, Telephone number (412) 765-0408. The parties have seven (7) calendar days to file with the court a Notice of Intent to Request Redaction of this transcript. If no such Notice is filed, the transcript may be made remotely, electronically available to the public without redaction after 90 calendar days. For redaction purposes, or otherwise, during this 90 day period a copy of the transcript may be purchased from the court reporter or viewed at the clerk's office public terminal. <b>Any Notice of Intent to Request Redaction and Redaction Request must be separately mailed to the court reporter of said proceedings.</b> Notice of Intent for Redaction of Personal Data Identifiers due by 8/18/2017. Redaction Request due 9/1/2017. Redacted Transcript Deadline set for 9/11/2017. Release of Transcript Restriction set for 11/9/2017. (rtf) (Entered: 08/11/2017)
08/22/2017	<a href="#">94</a>	MEMORANDUM OPINION indicating that, for reasons more fully stated within, the Motion for Summary Judgment 73 filed by Plaintiff will be denied and Rev. Lees claim will be dismissed under the ministerial exception and due to prohibited excessive entanglement issues preventing this matter from proceeding any further. Accordingly, judgment will be entered against Plaintiff, Rev. Dr. William David Lee, and in favor of Defendant, Sixth Mount Zion Baptist Church of Pittsburg d/b/a the Sixth Mount Zion Missionary Baptist Church. An appropriate order follows. Signed by Judge Nora Barry Fischer on 8/22/17. (jg) (Entered: 08/22/2017)
08/22/2017	<a href="#">95</a>	ORDER indicating that for the reasons set forth in the accompanying Opinion <a href="#">94</a> , it is hereby ordered that the Motion for Summary Judgment filed by Plaintiff Rev. Dr. William David Lee 73 is denied. Signed by Judge Nora Barry Fischer on 8/22/17. (jg) (Entered: 08/22/2017)
08/22/2017	<a href="#">96</a>	ORDER indicating that the Court having denied the Motion for Summary Judgment filed by Plaintiff Rev. Dr. William David Lee, and for the reasons set forth in the Court's Memorandum Opinion <a href="#">94</a> , it is hereby ordered that judgment is entered against Plaintiff Rev. Dr. William David Lee and in favor of Defendant Sixth Mount Zion Baptist Church of Pittsburg d/b/a the Sixth Mount Zion Missionary Baptist Church; and that, as there are no remaining claims in this action, the Clerk of Court shall mark this case closed. Signed by Judge Nora Barry Fischer on 8/22/17. (jg) (Entered: 08/22/2017)
09/21/2017	<a href="#">97</a>	NOTICE OF APPEAL as to <a href="#">95</a> Order on Motion for Summary Judgment, <a href="#">96</a> Judgment, by WILLIAM DAVID LEE. Filing fee \$505, receipt number 0315-4471004. Motion for IFP N/A. Certificate of Appealability N/A. Court Reporter(s):D. Rowe, S.Hall. The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified list in lieu of the record and/or the certified copy of the docket entries. The Transcript Purchase Order form will NOT be mailed to the parties. The form is available on the Court's internet site. (Ali, Zainab) Modified on 9/22/2017. (jsp) (Entered: 09/21/2017)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
10/25/2017 10:16:32			
<b>PACER Login:</b>	bpearson1985:4399323:0	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	2:15-cv-01599-NBF
<b>Billable Pages:</b>	16	<b>Cost:</b>	1.60

**RICHMAN, BERENBAUM & ASSOCIATES, PC**  
**BY: BLAKE L. BERENBAUM, ESQUIRE**  
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bberenbaum@rbalawfirm.com  
*Attorney for Plaintiffs'*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

REV. DR. WILLIAM DAVID LEE  
(AKA W. David Lee)  
83 Cheshire Drive  
Galloway, NJ 08205  
  
Plaintiff

vs.

SIXTH MOUNT ZION BAPTIST CHURCH  
OF PITTSBURG, d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
6556 Shetland Street  
Pittsburg, PA 15206  
And

TIMOTHY RALSTON,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
138 Conestoga Road  
Pittsburg, PA 15235  
and

NATHANIEL YOUNG,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
617 Lincoln Avenue  
Pittsburg, PA 15206  
and

GEOFFREY KEVIN JOHNSON,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
534 Elmer L. Williams Square  
Pittsburg, PA 15206  
and

**CIVIL ACTION**

**COMPLAINT**

**DOCKET NO.** \_\_\_\_\_.

ROCHELLE JOHNSON,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
534 Elmer L. Williams Square  
Pittsburg, PA 15206  
and

ALEXANDER HALL,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
929 Garden City Drive  
Monroeville, PA 15146  
and

RAYMOND JACKSON,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
6549 Shetland Street, 1st Floor  
Pittsburg, PA 15206  
and

JAMES GROVER,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
83 Cedar Avenue  
Pittsburg, PA 15202  
and

ARTHUR HARRIS,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
1302 Sterrett Street  
Pittsburg, PA 15208  
and

JEROME TAYLOR,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
6900 Meade Street  
Pittsburg, PA 15221  
and

TOMMIE NELL TAYLOR,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
6900 Meade Street  
Pittsburg, PA 15221  
and

ROY ELDER,  
INDIVIDUALLY and d.b.a. SIXTH MOUNT ZION  
MISSIONARY BAPTIST CHURCH  
6963 Hermitage Street  
Pittsburg, PA 15208

Defendants

---

**COMPLAINT**

Plaintiff, Rev. Dr. W. David Lee ("Rev. Lee") brings this Complaint against Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church, Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, Roy Elder, and alleges the following:

**Parties**

1. Plaintiff, Rev. Dr. William David Lee (hereafter "Plaintiff, Dr. David Lee), is an adult individual and a resident of the State of New Jersey, who resides at 83 Cheshire Drive, Galloway, NJ 08205. At all times mentioned in this Complaint Dr. David Lee served as the Pastor at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

2. Defendant, Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 6556 Shetland Street, Pittsburg, PA 15206.

3. Defendant, Timothy Ralston is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 138 Conestoga Road, Pittsburg, PA 15235. At all times mentioned in this Complaint Timothy Ralston served as a Chairman of the Deacon Board at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

4. Defendant, Nathaniel Young, is an adult individual and citizen and resident of the Commonwealth of Pennsylvania and resides at 617 Lincoln Avenue, Pittsburg, PA 15206. At all times mentioned in this Complaint Nathaniel Young served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

5. Defendant, Geoffrey Kevin Johnson, is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 534 Elmer L. Williams Square, Pittsburg, PA 15206. At all times mentioned in this Complaint Geoffrey Kevin Johnson served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

6. Defendant, Rochelle Johnson is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 534 Elmer L. Williams Square, Pittsburg, PA 15206. At all times mentioned in this Complaint Rochelle Johnson served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

7. Defendant, Alexander Hall is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 929 Garden City Drive, Monroeville, PA 15146. At all times mentioned in this Complaint Alexander Hall served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

8. Defendant, Raymond Jackson is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 6549 Shetland Street, 1st Floor, Pittsburg, PA 15206. At all times mentioned in this Complaint Raymond Jackson served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

9. Defendant, James Grover is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 83 Cedar Avenue, Pittsburg, PA 15202. At all times mentioned in this Complaint James Grover served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

10. Defendant, Arthur Harris is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 1302 Sterrett Street, Pittsburg, PA 15208. At all times mentioned in this Complaint Arthur Harris served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

11. Defendant, Jerome Taylor is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 6900 Meade Street, Pittsburg, PA 15221. At all times mentioned in this Complaint Jerome Taylor served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

12. Defendant, Tommie Nell Taylor is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 6900 Meade Street, Pittsburg, PA 15221. At all times mentioned in this Complaint Tommie Nell Taylor served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

13. Defendant, Roy Elder is an adult individual, citizen and resident of the Commonwealth of Pennsylvania and resides at 6963 Hermitage Street, Pittsburg, PA 15208. At

all times mentioned in this Complaint Roy Elder served as a Deacon at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church.

#### **Jurisdiction and Venue**

14. This Court has diversity jurisdiction under 28 U.S.C. §1332, because the matter in controversy is \$2,643,996.40 and exceeds the sum value of \$75,000, exclusive of interest and costs, and there is a complete diversity of citizenship between the Plaintiff who resides in New Jersey and the Defendants who reside in the Commonwealth of Pennsylvania

15. Venue is proper in the District Court for the Eastern District of Pennsylvania under 28 U.S.C. §1391(b)(1), because one or more Defendants are subject to personal jurisdiction in the Commonwealth of Pennsylvania within the meaning of 28 U.S.C. §1391(c)(2).

#### **Factual Background**

16. Plaintiff incorporates the preceding paragraphs as if set forth fully herein at length.

17. Plaintiff, Dr. David Lee is a graduate of Syracuse University where he received his BA in business economics in 1986, he received his Masters of Divinity from Yale University in 1993 and he received his Doctorate of Ministry from United Theological Seminary in 2001.

18. Plaintiff, Dr. David Lee served as Pastor of Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church from December 2012 until his termination on or about January 11, 2015.

19. Defendant, Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church is a long standing church in the community of Pittsburg having received its original charter of incorporation in January 1915 and is overseen by the Pastor and Deacon Board/Council. (**Exhibit "A"**).

20. Defendants, Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder are all Deacons and members of the Deacon Board/Council at Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church. Under Article VI, Section 2 of the Church Bylaws, the Deacon Board/Council among other things is responsible for providing input regarding the administrative matters of the Church prior to these matters being voted on by the Church, including, but not limited to the unlawful termination proceedings conducted against Plaintiff, Dr. David Lee.

21. On March 20, 2013 Plaintiff, Dr. David Lee entered into an twenty (20) year Employment Contract with Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church. (**Exhibit "B"**).

22. On or about January 11, 2015, Plaintiff, Dr. David Lee Employment Contract was terminated. Plaintiff, Dr. David Lee was not terminated for cause as annotated in the Contract. Paragraph 12.3 of the Contract states, **Termination for Cause**: This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this AGREEMENT by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this Contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the CHURCH may have under this Agreement or by law, it is agreed that the CHURCH may terminate this Agreement for cause upon the occurrence of any of the following events::

- i. The pastor commits any serious moral or criminal offense (serious offense including but not limited to adultery, embezzlement, or fraud-- is convicted of

a felony, or commits any other act which is a violation of applicable law  
(except for misdemeanors or traffic offenses) or

- ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

23. If the Contract is terminated for cause Section 12.3 would then invoke the procedural requirement of 12.4 which states, Procedural Requirements: If this AGREEMENT is proposed to be terminated by the CHURCH for cause as a result of the Pastor committing any serious offense, the matter must be brought before the CHURCH'S Deacon Board. If the Board recommends a termination of this Agreement for cause based on any serious offense, the recommendation must be presented to the congregation of the CHURCH and put to a vote during a special meeting called for that purpose. In such event, this AGREEMENT may be terminated only upon the approval of the congregation

The Associate Pastor or such other person as may be designated by the Deacon Board will chair the congregational meeting, and the order of business at such meeting will be as follows: 1) roll call; 2) presentation of evidence by the Personnel Committee chair or Its designee; 3) presentation of the case by the Pastor or his designee; 4) rebuttal evidence Presented by the Deacon Board; 5) testimony from members of the congregation; and 6) The matter shall be put to a vote.

24. Plaintiff, Dr. David Lee, contrary to the Employment Contract was never given the required 30 days notice of termination and the 30 day cure period.

25. Plaintiff, Dr. David Lee and/or his designee was denied an opportunity to present his case to the congregation at the special meeting.

26. Certain Trustees were not informed of the date, time, and place of the special meeting for his termination.

27. Plaintiff, Dr. David Lee could not be terminated for cause absent the occurrence of any of the events as outlined in paragraph 22 of this Complaint.

28. The Church's termination of Plaintiff, Dr. David Lee was without cause. (**Exhibit "C"**).

29. Paragraph 12.2 of the Employment Contract governs and requires compensation to Plaintiff, Dr. David Lee if he is terminated without cause.

30. Paragraph 12.2 of the Contract states: Termination without Cause: At any time after March 9, 2013 either party may terminate this AGREEMENT upon ninety (90) days written notice without cause. If this AGREEMENT is terminated by the CHURCH without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding and payroll taxes) he would otherwise be entitled to receive for the unexpired term of this AGREEMENT (excluding extensions which have not yet begun), payable at the time the salary payments would otherwise be made, but reduced after five (5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. The payments shall be in full settlement of any claims the pastor may have against the CHURCH.

31. Pursuant to paragraph 3.1 of the Employment Contract, the initial term of this Agreement shall be for a period of twenty (20) years, beginning on December 1, 2012 and expiring on December 31, 2032. ("Initial Term") subject to the termination provision of the AGREEMENT.

Accordingly, the total due compensation of Plaintiff, Dr. David Lee is as follows:

I. Salary

- a. Base Salary in the amount of One Million Four Hundred Forty Dollars (\$1,440,000.00) Dollars Due at the rate of Eighty Thousand (\$80,000.00) Dollars per year through 2032;
  - b. Housing allowance in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) at the rate of Twenty Five Thousand (\$25,000.00) per year through 2032;
  - c. Car allowance in the amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) at the rate of Twelve Thousand Five Hundred (\$12,500.00) per year through 2032;
  - d. Travel to Conventions Allowance in the amount Fifty-Seven Thousand, Nine Hundred Seventy-Four Dollars and Forty cents (\$57,974.40) at a rate of Three Thousand Two Hundred twenty dollars and eighty cents (\$3,220.80) per year through 2032; and
  - e. Retirement in the amount of Three Hundred Twenty Thousand and Twenty-Two Dollars (\$320, 022) at the rate of Seventeen Thousand Seven Hundred Seventy-Nine Dollars (\$17, 779.00) per year through 2032.
- II. Benefits
- a. Health insurance allowance of One Hundred Fifty One Thousand (\$151,000.00) Dollars at the rate of Eight Thousand Four Hundred (\$8,400.00) Dollars per year through 2032.

The total monetary value of the unexpired term of the Contract is Two Million Six Hundred Forty-Three Thousand, Nine Hundred Ninety-Six Dollars and Forty Cents (2,643,996.40).

32. In an effort to avoid protracted litigation and the cost thereof, Plaintiff, Dr. David Lee sent a settlement proposal to the chairperson of the Deacon Board/Council Defendant, Timothy Ralston at his home address and to the church, which has not been responded to at the time of this filing

**COUNT I**  
**PLAINTIFF, DR. DAVID LEE vs. ALL DEFENDANTS**  
**BREACH OF CONTRACT**

33. Plaintiff, Dr. David Lee incorporates herein by reference the preceding paragraphs as if set forth fully herein at length.

34. A binding Agreement was entered into by and between Plaintiff, Dr. David Lee and Defendant Sixth Mount Zion Baptist Church of Pittsburg, d.b.a. Sixth Mount Zion Missionary Baptist Church, by its authorized agents, Defendants, Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder on or March 20, 2013.

35. Defendants breached the terms and conditions of the Employment Contract by conducting an unlawful termination proceedings against Plaintiff, Dr. David Lee.

36. Defendants breached the terms and conditions of the Employment Contract by terminating Plaintiff, Dr. David Lee.6556

37. Defendants breached the terms and conditions of the Employment Contract by terminating Plaintiff, Dr. David Lee "WITHOUT CAUSE" and failing to make full restitution to Plaintiff, Dr. David Lee, pursuant to 12.2 of the Employment Contract.

38. As a result of said breach, Plaintiff, Dr. David Lee suffered and continues to suffer from monetary damages.

WHEREFORE, Plaintiff, Dr. David Lee respectfully requests that this Honorable Court enter an award in Plaintiff's favor and against Defendants, individually, jointly and/or severally in the amount of Two Million Six Hundred Forty-Three Thousand, Nine Hundred Ninety-Six Dollars and Forty Cents (\$2,643,996.40), plus costs of suit, and attorney's fees.

Respectfully Submitted,  
RICHMAN, BERENBAUM & ASSOCIATES, PC



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Blake L. Berenbaum, Esquire

Dated: September 9, 2015

**EXHIBIT "A"**

CB

Sixth Mt. Zion Baptist Church) In the Court of Common Pleas of Allegheny County  
of Pittsburgh. ) Pezma.  
Charter ) Sixth Mt. Zion Baptist Church) No. 809  
) of Pittsburgh ) January Term 1915.  
Charter of Incorporation.

To the Honorable the Judges of said Court:

In compliance with the requirements of an Act of Assembly of the Commonwealth of Pennsylvania entitled "An Act to Provide for the Incorporation and Regulation of Certain Corporations" approved the 29th. day of April 1874 and the several supplements thereto the undersigned, all of whom are citizens of the Commonwealth of Pennsylvania residing within said County of Allegheny, having associated themselves for the purpose of the establishment and support of public worship do hereby declare, set forth and certify that the following are the purposes, objects, articles and conditions of their said association, and for and upon which they desire to be incorporated.

First. The name of said corporation is Sixth Mt. Zion Baptist Church of Pittsburgh.

Second. The purpose for which said Corporation formed is for the support of Public Worship of Almighty God according to the Constitution, Faith, Forms Doctrines, Government, Principles, Discipline and Usages of the Regular Missionary Baptist Church in the United States of America which are hereby acceded to, recognized and adopted.

Third. The place where the business of said Corporation is to be transacted is Pittsburgh, Allegheny County, Pennsylvania.

Fourth. The said Corporation is to exist perpetually.

Fifth. The oversight, management and the temporal affairs of said Corporation shall be vested in a Board of Trustees, consisting of not less than five (5) nor more than nine (9) male members the majority of whom shall be laymen who shall be elected by the members of the Corporation from among the adult male members of the same. The election for Trustees shall be held annually at the House of Worship of said Corporation on some secular day during the week preceding the second (2nd) Sunday in January of which election notice shall be given from the pulpit on a Sunday at least five (5) days prior to the day of said election.

The said Trustees shall hold their offices for one (1) year or until their successors be legally elected, subject nevertheless to the power of removal of any Trustee or Trustees from said office by said Corporation for legal cause and upon such proper and legal notice and hearing as may be provided by the By-Laws.

In case of a vacancy occurring in the Board of Trustees it shall be filled at a special election in like manner and after like notice as hereinbefore provided regarding regular elections and the person or persons so elected shall hold office for the residue of the unexpired term of the person or persons he or they are elected to fill.

Sixth. The names and residences of those chosen as Trustees for the first year and who shall hold office until the next annual election of Trustees are:

Names

Residences.

or conveyance of any real estate of said corporation shall be made without the consent of a majority of the members of said Corporation of the age of twenty-one (21) years and over present at a meeting publicly called for that purpose from the pulpit at least one week prior to the holding of said meeting.

Eighth. The Corporation shall have power to adopt a corporate seal with a proper device and inscription to be used in the business affairs of said Corporation.

Ninth. The By-Laws of this Corporation shall be deemed and taken to be its law subject and subordinate to the Statutes of this Commonwealth and Constitution thereof and its Charter. They shall be altered and amended as they themselves shall provide and shall prescribe the powers and functions of the Trustees herein mentioned and those to be hereafter elected, the times and places of meeting of the Trustees of said Corporation (except the regular annual meeting provided for in this Charter) both for business and religious purposes the members who shall constitute a quorum at the meetings of the Corporation and of the Trustees. The manner of selecting Trustees and such other officials as said By-Laws may prescribe the powers and duties of said officials and all other matters and concerns necessary for the internal management and the successful execution of the purposes of the said Corporation.

Witness our hands and seals as subscribing to the foregoing application this 26th. day of October A.D. 1914.

James Wheeler (Seal)  
W. H. Hill (Seal)  
B. J. Jetter (Seal)  
Adam Wilson (Seal)  
J. C. Rose (Seal)

Allegheny County, ss:

Before me, the undersigned authority, personally appeared James Wheeler, W. H. Hill, B. J. Jetter of the foregoing subscribers to the foregoing Certificate of Incorporation and severly acknowledged the same to be their act and deed and the act and deed of their associates for the purpose therein set forth. Witness my hand and Official seal this 26th. day of October A.D. 1914.

Wilhelmina Taliaferro (N.P.Seal)  
Notary Public

My Appointment Dated July 16, 1913.

My Commission expires end next Session of Senate

Allegheny County, ss:

James Wheeler, W. H. Hill, B. J. Jetter of the foregoing subscribers being duly sworn according to law, deposes and say that all and every of the foregoing subscribers to the foregoing Certificate of Incorporation are citizens of the United States of America and of the Commonwealth of Pennsylvania and that the statements set forth in the foregoing Certificate of Incorporation are true.

Sworn to and subscribed before me this 26th.) James Wheeler  
day of October A.D. 1914. ) W. H. Hill  
Wilhelmina Taliaferro (N.P.Seal) ) B. J. Jetter  
Notary Public )

My Appointment Dated July 16, 1913. )

My Commission expires end next Session of Senate

And now Nov. 6th, 1914 the within application is ordered to be filed and notice given by publication. Sec. Reg. Returnable November 30th., 1914 at 9:30 o'clock A.M.

By the Court Sw.

And now December 1st., 1914 because of defective publication notice in the "Pittsburg Press" the return day hereof is hereby extended to December 30th. 1914 at 9:30 o'clock A.M.

By the Court

In the Court of Common Pleas of Allegheny County, Penna.  
In the Matter of the incorporation )  
of )  
The Sixth Mt. Zion Baptist Church of Pittsburgh.)

DECREE

And now, to-wit: Dec. 30th, A.D. 1914, the within Certificate of Incorporation having been on file in the Office of the

and this order in the office of the Recorder of Deeds in and for said County the subscribers thereto and their associates shall forever be a corporation for the purposes and upon the terms and under the name therein specified.

John D. Shafer

Judge

From the Record  
Wm. B. Kirker (Court Seal)  
Prothonotary  
Recorded Jan. 15, 1915  
No. 1022

## EXHIBIT "B"

## EMPLOYMENT AGREEMENT

THIS AGREEMENT ("AGREEMENT" or "CONTRACT") for the position of and office of Pastor is made between

SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH  
6556 Shetland Street  
Pittsburgh, PA 15206  
("CHURCH")

and

REV. DR. WILLIAM DAVID LEE (AKA, W. DAVID LEE)  
11540 Clematis Blvd  
Penn Hills, PA 15235  
("DR. LEE"),

(collectively "PARTIES").

### 1. RECITALS

- 1.1 WHEREAS, DR. LEE is a minister of the gospel in compliance with the requirements of Church and in compliance with federal, state and local laws;
- 1.2 WHEREAS, DR. LEE is an experienced pastor, having pastor churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
- 1.3 WHEREAS, the CHURCH is seeking a pastor to lead the CHURCH in spiritual and moral matters and to oversee the administration of the CHURCH's business matters and daily activities;
- 1.4 WHEREAS, DR. LEE is ready, willing, and able to serve as pastor of the CHURCH;
- 1.5 WHEREAS, the CHURCH—by its leadership (i.e., the Board of Deacons) and its congregation—has duly considered the application of DR. LEE to serve as the pastor of the CHURCH;
- 1.6 WHEREAS, DR. LEE apparently qualifies to serve as pastor and to contribute to the success of the CHURCH in its spiritual, financial, physical and secular needs demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church; and
- 1.7 WHEREAS, both PARTIES desire to enter into this CONTRACT on the terms and conditions set forth herein, and in consideration of the rights and obligations hereunder, the PARTIES agree and assent as follows:

### 2. Employment and Duties

The pastor's duties and responsibilities under this Agreement ("PASTORAL DUTIES AND RESPONSIBILITIES") are as follows:

- 2.1 The pastor will perform all duties assigned to him by the CHURCH from time to time, including but not limited to the following sacerdotal functions and administrative duties: 1)

baptisms; 2) weddings; 3) funerals; 4) communions; 5) teaching; 6) baby dedications; 7) spiritual counseling; 8) administration of CHURCH affairs; and 9) regular conduction of CHURCH worship services. The pastor is to render all PASTORAL DUTIES AND RESPONSIBILITIES to the best of his abilities and in good faith.

2.2 The pastor shall devote such of his time and energies as may be necessary for the performance of all PASTORAL DUTIES AND RESPONSIBILITIES.

2.3 As the CHURCH finds its headship under the Lord Jesus Christ and in its pastor, the pastor will be the chief executive officer (CEO) of the Board and has sole authority and control of hiring/firing and supervising all CHURCH's paid staff.

Pursuant to his supervisory authority, the pastor will also oversee and govern the invitation of any speaker, teacher, or minister to any meeting or gathering held by the CHURCH.

The pastor shall also have the authority to recommend any assistants reasonably necessary to properly perform the CHURCH's ministry.

2.4 The Pastor will be the ex-officio chairmen of the CHURCH Board of Deacons, and ex-officio chairmen of all standing Church boards, auxiliaries and/or committees throughout the term of this Agreement. As ex-officio chairmen, the Pastor may attend all meetings of the Board of Deacons and standing boards, auxiliaries and/or committees.

2.5 The pastor shall lead the pastoral ministries of the CHURCH and shall work with the Deacons and CHURCH staff in achieving the CHURCH's mission of proclaiming the Gospel to believers and unbelievers. The pastor shall be a member of the CHURCH, and serve as moderator at business meetings of the members.

### 3. Term and Renewal

3.1 The initial term of this AGREEMENT shall be for a period of twenty (20) years, beginning on December 1, 2012 and expiring on December 31, 2032 ("INITIAL TERM"), subject to the termination provisions of this AGREEMENT.

3.2 Unless the CHURCH, after congregational vote, notifies the pastor in writing, at least (90) days before the expiration of the INITIAL TERM that the CHURCH does not desire to extend the terms of this AGREEMENT, the terms of this AGREEMENT shall automatically extend for an additional period of ten (10) years.

### 4. COMPENSATION

The pastor shall be compensated for services rendered pursuant to this AGREEMENT as follows:

4.2 Salary: The CHURCH shall pay the pastor a base salary of \$80,000 in semi-monthly installments (on the 15<sup>th</sup> and 30<sup>th</sup> days of each calendar month) during the term of

this AGREEMENT. The pastor shall be considered an employee of the CHURCH and his salary will be reported as wages on Form W-2 each year. In addition, the pastor and Deacons board shall reconsider the increase (decrease in pastor's package is not up for discussion) of pastor's package as they deem necessary, any agreement made between pastor and Deacon Board must be approved by the Church. Furthermore, there shall not be any decrease in pastor's salary and/or compensation or benefit package without Dr. Lee's approval. The church or the deacon board cannot at anytime vote on decreasing the salary or benefit package of the pastor.

4.3 Housing Allowance: The CHURCH will provide the pastor with either a parsonage in kind or a housing allowance in compliance with Section 107 of the Internal Revenue Code.

In the event CHURCH provides a parsonage in kind, the parsonage will be equipped and furnished in a dignified manner and to the reasonable satisfaction of pastor so that Pastor and his family will be able to maintain a standard of living comparable to the needs and requirements of a pastor of the Church.

In the event a Section 107 housing allowance is provided to Pastor, such allowance will be sufficient to accommodate Pastor's actual housing expenses as allowed under applicable tax regulations not to exceed \$25,000.00.

In no circumstances will this housing allowance exceed the actual expenses associated with the purchase or rental, maintenance, furnishing, utilities, upkeep and other allowable expenses associated with such housing.

The amount given for Housing, whether in kind or allowance, is not included in the base salary, an amount in addition to the base salary of \$25,000.00.

4.4 Car Allowance: The church shall provide the pastor with a car allowance of \$12,500.00. The church is not responsible for repairs and/or gas or insurance of the pastor's vehicle.

The amount given for a Car Allowance is not included in the base salary, an amount in addition to the base salary.

4.5 The Church shall provide the pastor with an allowance for travel to Conventions in the amount of \$3,220.80

The amount given for Conventions is not included in the base salary, an amount in addition to the base salary.

4.6 The Church shall provide Retirement in the amount of \$17,779.00.

## 5. BENEFITS

The pastor will also receive the following benefits during this Agreement:

5.1 Life Insurance: [The PARTIES may revisit this provision at a later time and

AGREEMENT].

- 5.2 The Church shall provide the pastor with Health Insurance expense in the amount of \$8,400.00.
- 5.3 Disability Insurance: [The PARTIES may revisit this provision at a later time and reduce their agreement concerning the same to a written addendum of this AGREEMENT].
- 5.4 Vacation: The pastor will receive thirty-six (36) days of paid vacation during each calendar year during the term of this AGREEMENT. Additional annual vacation time may be arranged for the pastor by agreement with the CHURCH, provided it has been approved by the congregation. The pastor's vacation time need not be consecutive but may not be accumulated from year to year; unused vacation time will not lapse. The pastor may also take as vacation time all days when the CHURCH offices are closed for holidays or for other reasons.

## 6. EXPENSES

- 6.1 Expenses: The CHURCH shall reimburse the pastor for any reasonable actual out-of-pocket expenses advanced in the performance of the services described herein, consistent with the CHURCH's Expense Reimbursement Policy (copy attached). All such expenses must be substantiated by receipts, invoices or other proofs of payment of charges incurred.

## 7. REPRESENTATIONS AND WARRANTIES

DR. LEE warrants and represents that he:

- a) Is a minister of the gospel in compliance with the requirements of CHURCH and in compliance with federal, state and local laws;
- b) Is an experienced pastor, having pastor churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
- c) Will abide by the employment policies and procedures existing or established by the CHURCH from time to time; and
- d) Will attend all regularly scheduled CHURCH meetings and other official job functions unless illness or emergency makes attendance impossible or impractical.

## 8. EXCLUSIVITY OF EMPLOYMENT

The pastor agrees not to be employed, nor to engage in activities substantially similar to those covered by this AGREEMENT, for any other entity, employer or organization without CHURCH's prior written consent. The pastor hereby represents the CHURCH that he is not currently under any contract of employment with any other employer, and that he is not party to any contract which would prevent or conflict with his performance under this AGREEMENT.

## 9. CONFIDENTIALITY

9.1 Neither of the PARTIES may not at any time disclose or authorize anyone to disclose any confidential matter relating to the personnel, financial or other affairs of CHURCH, its employees, agents, officers, members, regular attendees or any affiliated organizations and all such information must be kept confidential and may not in any manner be revealed to any person.

9.2 The PARTIES agree that to the fullest extent permitted by law, each of them shall keep the terms and conditions of this AGREEMENT confidential and will not disclose any of the information herein to any person except, to the extent necessary, to those persons who will have a need to know specific information for the purposes of managing the party's financial or legal matters, or complying with federal, state or local laws, rules or regulations, such as attorneys, accountants and tax advisors or preparers.

Nothing contained herein will prevent the parties from disclosing the fact that this AGREEMENT exists. Further, this AGREEMENT may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this AGREEMENT.

#### 10. Copyright Ownership

All works created or produced by the pastor within the scope of employment and all copyrights derived there from will remain the exclusive property of CHURCH free from any royalty obligations to the pastor, but the CHURCH will give proper credit to Pastor for authorship where appropriate.

#### 11. Equitable Relief

The parties agree that each of the terms of paragraphs 7 through 11 above is a material term of this Agreement which is intended to be for the Church's benefit and enforceable directly by the Church. Pastor agrees that in the event of his breach of any of the provisions of paragraphs 7 through 11 above, any remedy at law (including money damages) is insufficient to protect the Church's interests and the Church will be entitled to specific performance hereof or injunctive relief against Pastor, or both, in addition to money damages or other relief to which the Church may be entitled, and Pastor further waives any requirement for the securing or posting of any bond in connection with obtaining such equitable relief.

#### 12. Termination

12.1 Automatic Termination: This AGREEMENT will automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party.

In addition, this AGREEMENT will automatically terminate upon the death of the pastor.

12.2 Termination without Cause: At any time after March 9, 2013 either party may terminate this AGREEMENT upon ninety (90) days written notice without cause.

If this AGREEMENT is terminated by the CHURCH without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding and payroll taxes) he would otherwise be entitled to receive for the unexpired term of this AGREEMENT (excluding extensions which have not yet begun), payable at the time the salary payments would otherwise be made, but reduced after five (5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. The payments shall be in full settlement of any claims the pastor may have against the CHURCH.

If this AGREEMENT is terminated by the Pastor without cause, the CHURCH will have no further obligation to Pastor except to pay his compensation and benefits through the date of termination, and Pastor will be obligated for the remainder of the term of this Agreement (excluding extensions which have not yet begun) to make himself available to the CHURCH when so requested by it for consultation without compensation at reasonable times requested by the CHURCH. Pastor's obligation to consult with the CHURCH shall be deemed for all purposes as a satisfaction of all claims the CHURCH may have against the Pastor.

12.3 Termination for Cause: This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this AGREEMENT by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the CHURCH may have under this Agreement or by law, it is agreed that the CHURCH may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense ("serious offense")—including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a violation of applicable law (except for misdemeanors or traffic offenses); or
- ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

12.4 Procedural Requirements: If this AGREEMENT is proposed to be terminated by the CHURCH for cause as a result of the Pastor committing any serious offense, the matter must be brought before the CHURCH's Deacon Board. If the Board recommends a termination of this Agreement for cause based on any serious offense, the recommendation must be presented to the congregation of the CHURCH and put to a vote during a special meeting called for that purpose. In such event,

this AGREEMENT may be terminated only upon the approval of the congregation.

The associate pastor or such other person as may be designated by the Deacon Board will chair the congregational meeting, and the order of business at such meeting will be as follows: 1) roll call; 2) presentation of evidence by the personnel Committee chair or its designee; 3) presentation of case by the pastor or his designee; 4) rebuttal evidence presented by the Deacon Board; 5) testimony from members of the congregation; and 6) the matter shall be put to a vote.

12.5 Compensation and Benefits: Except as otherwise provided above, the pastor's compensation and benefits are payable through the date of termination. Any compensation or benefits payable to pastor for the period prior to termination shall be prorated on a daily basis.

12.6 The Church shall reimburse any legal fees or costs in the event that the pastor is ultimately vindicated in any criminal or civil matter relating to his official duties.

### 13. Choice of Successor

Under no circumstances will the pastor have the right to select or appoint a successor pastor of the CHURCH upon the termination of this AGREEMENT. Any successor pastor will be chosen by the CHURCH with the assistance of a Pastor Search Committee.

### 14. Notices

Any notice given under this AGREEMENT must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this AGREEMENT.

### 15. Assignment

This AGREEMENT shall inure to the benefit of the successors and assigns of CHURCH. However, the rights and obligations of the pastor under this AGREEMENT are personal to the pastor and are not assignable by Pastor to any other person (except for compensation for services rendered which may pass to the pastor's heirs, successors and permitted assigns as in event of the pastor's death).

### 16. Entire Agreement

This AGREEMENT contains the entire agreement between DR. LEE and the CHURCH, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

No supplements, modifications or amendments of this AGREEMENT shall be binding unless executed in writing by the parties.

#### 17. Advice of Counsel

Each of the PARTIES hereto, by its due execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with legal counsel, and/or each party has had the opportunity to receive independent legal advice with respect to the advisability of executing this AGREEMENT. Hereafter no party shall deny the validity of this AGREEMENT on the ground that the party did not have advice of legal counsel. The PARTIES agree that each shall bear their own costs and attorney's fees for all matters relating to the preparation and consummation of this AGREEMENT.

#### 18. General Provisions

The waiver of either of the PARTIES of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach hereof. This AGREEMENT constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship hereof. If any provision of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

#### 19. GOVERNING LAW

This AGREEMENT shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the dates listed below.

**Sixth Mount Zion Missionary Baptist Church**

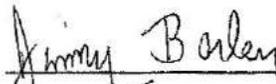
**Deacon Board**

By: 

Date: 3-20-2013

Print Name: Timothy Balston

Title: Chairman of Deacon Board

By: 

Date: 3-20-13

Print Name: Jimmy BARLEY

Title: DEA/Trustee

Rev. Dr. W. David Lee



Date: 3/20/13

## EXHIBIT "C"

Clearly print first Name \_\_\_\_\_

Clearly Print Last Name \_\_\_\_\_

Signature \_\_\_\_\_

## Special Call Meeting

# Sixth Mount Zion Missionary Baptist Church

*January 11, 2014*

*Lower Auditorium following Morning Worship*

## Purpose

*Review and act upon member-mandated details that support unanimous recommendations of deacons and trustees to:*

- *vacate the pulpit immediately*
- *void the pastor's 'employment contract' and*
- *approve the suggested severance terms*

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**Findings A:**  
**Failures in Financial Stewardship**

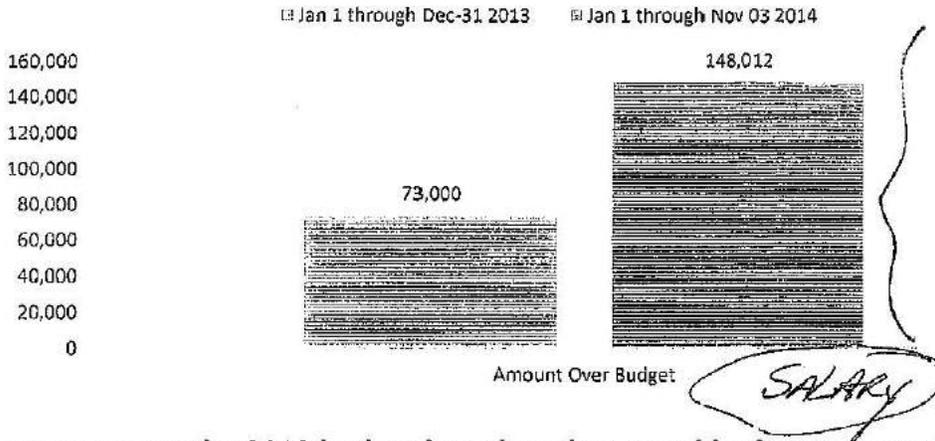
- 
1. Over-budget spending is ballooning
  2. Cash available is less than cash needed to pay bills
  3. Available credit lines are shrinking fast
- 



RISKS OF  
Insolvency  
Property Liquidations  
Bankruptcy

# 1. Over-budget spending is ballooning

## SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH PROFIT & LOSS STATEMENT: BUDGET VS. ACTUAL



Pastor Lee set the 2013 budget based on the annual budget approved during the year just preceding his becoming Pastor at SMZBC.

That spending exceeded budget by at least \$73,000 in 2013 and by more than \$148,000 in 2014 suggests that (a) expenditures under Pastor Lee’s tenure had exploded over the budget set by his predecessor and (b) expenditures had ballooned even further during the second year of Pastor Lee’s tenure. Indeed, by this measure, expenditures over budget more than doubled toward the end of Pastor Lee’s second year.

\*?  
~~NOT CORRECT~~

At minimum, this sharp ballooning of funding shortfall would suggest that the church has been living, under Pastor’s Lee’s leadership, in a dream state unsustainable by our usual source of revenues—tithes and offerings. Moreover, the trend here indicates the problem is worse now than it was when Pastor Lee first took office—indeed, it is worse now than any deacon or trustee can remember historically.

~~IN-CORRECT~~

## 2. Cash available is less than cash needed to pay bills

**Disbursement Report**  
**Sixth Mount Zion Missionary Baptist Church**

**T**HE FOLLOWING FINANCIAL STATEMENT entails the recording and disbursements of Church expenses made on Dec. 4, 2014. At this time there was a total of \$5,284.36 in the General Account typically used to pay expenses and \$9,305.70 in the SEED account which is the income from Church properties. That brings the final liquid assets at this time to the sum of \$14,590.06.

**Payroll Disbursements**

<ol style="list-style-type: none"> <li>1. \$5,157.13 Compensation Package for Pastor</li> <li>2. \$309.46 Salary for Janitor</li> <li>3. \$200.00 Salary for Minister of Music</li> </ol> <p><i>Total</i>                  Payroll: \$5,666.59</p>	<p><i>INCORRECT</i></p>	<p><i>DECLINE</i>                  { TITHES/OFFERING }</p> <p><i>CREDIT - DECLEINED</i>                  BECAUSE OF INCOME</p>
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**Operating Expense Disbursements**

<ol style="list-style-type: none"> <li>1. Duquesne Light (Acct# 667904000) \$1,452.78</li> <li>2. Duquesne Light (Acct# 233087000) \$ 17.42</li> <li>3. Pitney Bowes – Postage Machine \$ 110.10</li> <li>4. Iron City – Front Rugs cleaned \$ 93.08</li> <li>5. PWS \$ 656.67</li> <li>6. Verizon – Phone Bill \$ 701.01</li> <li>7. SSA – Security \$ 100.02</li> <li>8. Waste Management \$ 1,627.35</li> <li>9. Pittsburgh Parking – Van Ticket \$ 58.00</li> <li>10. Sam’s Club – Church Supplies \$ 593.00</li> <li>11. Witt Pest Control \$ 97.65</li> <li>12. Witt Pest Control \$ 185.65</li> <li>13. Alarm Permit \$ 75.00</li> <li>14. Mihm Equipment – Workshop Stage \$ 13.24</li> <li>15. PWSA – 6555 Armstrong \$ 168.74</li> <li>16. Dietz Electronics – Church Alarm \$ 105.08</li> <li>17. Staples – Supplies \$ 114.46</li> <li>18. ABCO –Stove Hood Cleaning \$ 364.75</li> <li>19. Greg Williams – Property Supplies \$ 300.00</li> <li>20. Family Christian – Sunday school \$ 22.07</li> <li>21. Batteries and Bulbs \$ 253.37</li> <li>22. Sisterson – Audit Fee \$ 713.55</li> <li>23. Marathon Fleet – Van Fuel \$ 580.57</li> </ol> <p><i>Total</i>                  Operating: \$8,603.56</p>	
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Outstanding (Long Overdue) Bills

1. MMBB Insurance – Pastor’s Retirement	\$ 444.80
2. Church Mutual – Church Insurance	\$5,547.03
3. Toshiba – Copier Lease and Supplies	\$2,742.63
4. Comcast	\$ 358.14
5. Home Depot	\$1,079.00
6. Leslie Smith—Website Development	\$4,000.00

Total: \$14,171.06

December 4, 2014 Summary of Assets and Disbursements

Starting Liquid Assets	\$14,590.16
Total Disbursements Made	\$14,270.15
Assets minus Disbursements	\$ 320.01
Outstanding (Overdue) Bills	(\$14,171.06)
Net Assets Available	(\$ 13,851.05)

**Post Note 1:** Of total December disbursements paid (\$14,270.15), 64% of this total was taken from rental income generated from church properties (\$9,305.70). Only 36% of disbursements paid were taken from tithes and offerings—the primary reason for ballooning costs relative to the budget projected by Pastor Lee. Originally the purchase and rental of these properties affirmed a commitment to serving needs of the poor. Now this income from the poor increasingly is serving needs of the church. Even so, income from church properties is no longer sufficient to cover outstanding and accelerating indebtedness. Without remedy, this situation could lead to insolvency or worse.

**Post Note 2:** There exists the possibility, now being investigated, that some portion of dedicated funds—gifts made to the church in excess of \$30,000—may have been ‘borrowed against’ to cover expenses of the church. If this should prove to be so, we would be obligated to replenish these fund, thus increasing the category of Outstanding (Overdue) Bills.

**Post Note 3:** On Monday, December 22, 2014, our telephone carrier cut off telephone service to the church because of accumulated arrearage. Preplanning and foresight alone cannot overcome surprises and disappointments of this sort because of chronic negative cash flow problems created under Pastor Lee’s stewardship—an implication which if uncorrected could set to ruin our local, national, and international reputation.

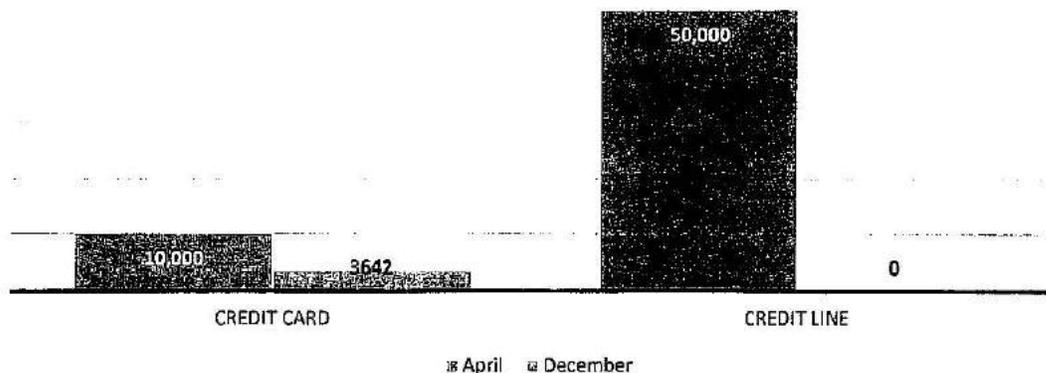
### 3. Available credit lines are shrinking fast

In April of 2014, the church established three lines of credit with S & T Bank:

- \$10,000 for time-to-time credit card purchases in support of the ministries (e.g., equipment, supplies);
- \$50,000 for essential costs of the ministry (e.g., salary) not covered by tithes, offerings, and income from rental properties; and
- \$50,000 loan to purchase the pastor's car which is held in the church's name. The pastor is responsible for making monthly payments on this loan which is secured by the church which formally owns it. His payments which cover both the loan service and pay down on the principal are up to date thus far.

On the first two loans, however, we note the following pattern.

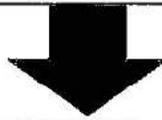
#### 2014 Borrowing Pattern on Two Credit Lines at S & T Bank



The April \$60,000 face value of these loans has been exhausted by the volume of borrowing over the last 9 months except for \$3,642 that remains. The intent of this graphing is to convey how quickly these loans were drawn down over a relatively short period of time. Our paying only the minimum fees on the loan service for both but nothing on the loan principal fails to strengthen our creditworthiness which may well be needed to work our way out of our cash-deficit situation. In this day and age, if you don't have cash or credit, you can't pay your bills or pursue your vision—an historically unfamiliar, intolerable, and unacceptable ill-positioning for a church with an earned reputation for leadership and service locally, nationally, and internationally.

## Findings B: Failures in Spiritual Stewardship

1. Drop in number of registered members
2. Drop in number of Sunday morning worshippers
3. Drop in level of tithes and offerings



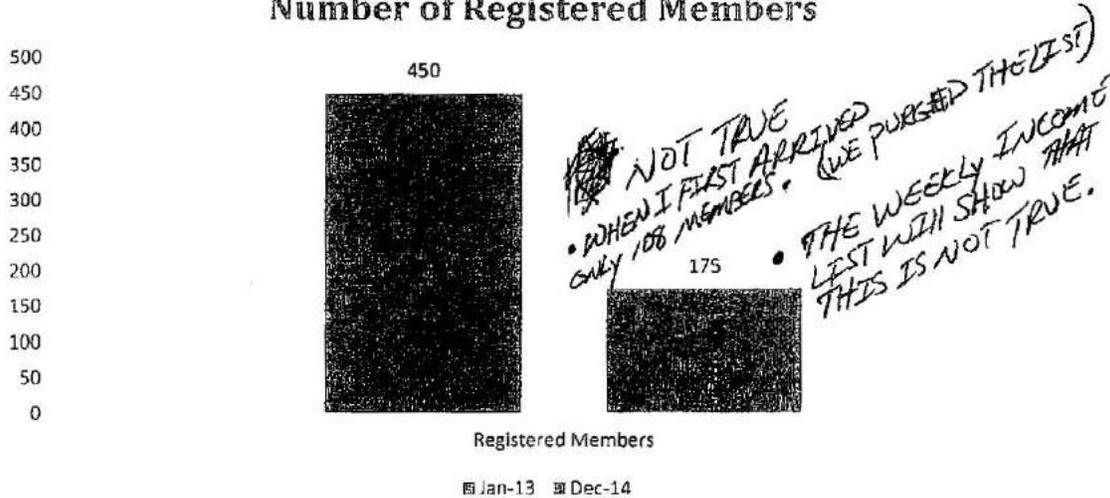
DIMISHED CAPACITY TO FULFILL THE GREAT MISSION, Matt 28: 19-20:

- to attract new souls to Christ,
- to cultivate new ambassadors for Christ, and
- to transform families, neighborhoods, and the city for Christ.

### 1. Drop in number of registered members

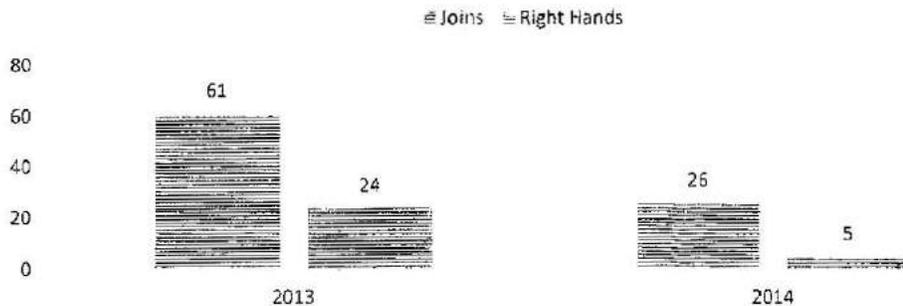
- From January 2013, shortly after the start of Pastor Lee's tenure, to December 2014, almost two years later, **there has been a 61 percent decrease in number of registered members—from 450 to 175.**

January 2013 to December 2014 Changes in Number of Registered Members



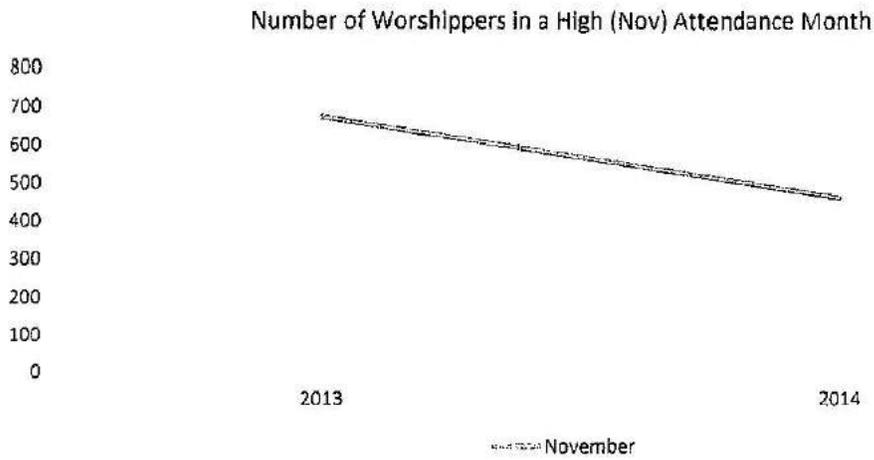
- Of the 87 persons joining church between 2013 and 2014, only 29 or 33% have received the right hand of fellowship—the final but required standard for membership. These 29 constitute nearly 17 percent of the 175 currently registered members. In most instances the pastor alone has assumed personal responsibility for the orientation and training of persons joining the church.

2013 AND 2014 PROFILE OF NEW MEMBERS JOINING AND RECEIVING THE RIGHT HAND OF FELLOWSHIP



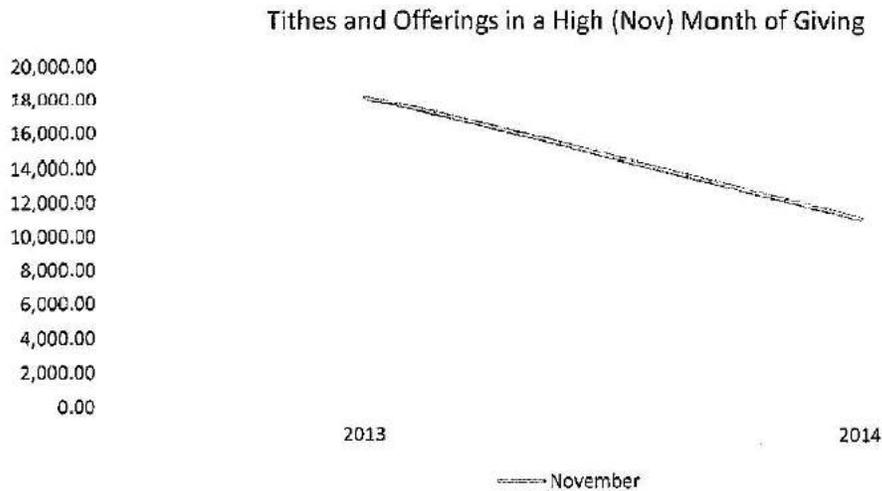
## 2. Drop in number of Sunday morning worshippers

- **Nov 2013 vs. Nov 2014: There was a 32 percent drop in attendance.**



## 3. Drop in level of tithes and offerings

- **Nov 2013 vs. Nov 2014: There was a 39 percent drop in giving.**



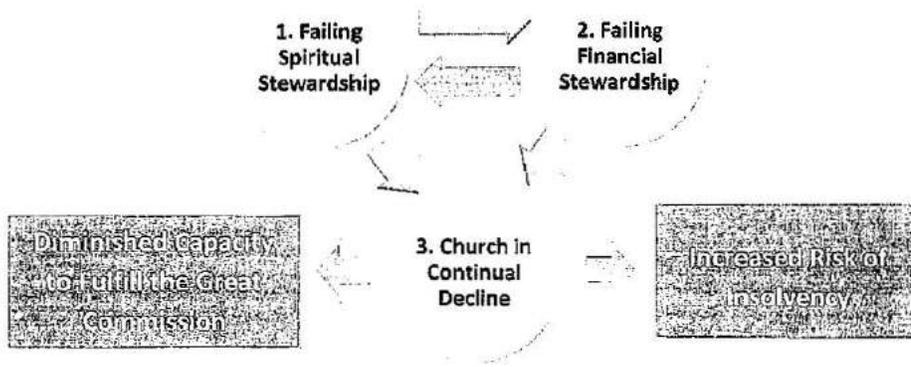
REFLECTIONS ON OUR CAPACITY TO FULFILL THE GREAT MISSION, Matt. 28: 19-20:

- **to attract new souls to Christ:** From the first to second year of leadership under Pastor Lee, the number of persons receiving the right hand of fellowship decreased by 79 percent, from 24 to 5. We would characterize this as a dramatic decline in attracting new souls for Christ.
- **to cultivate new ambassadors for Christ:** New growth in edifying, mentoring, fellowshiping, and serving opportunities among members at every level of Christian experience are key considerations in forming judgments in this area. Here is our judgment. *On the positive side* is the substantial edification and fellowship agenda of Jubilant Women over both years. The Greeters also were formed and successfully maintained their ministry over both years as they reached out to members and visitors alike. During year two, the Healing and Restoration Ministry, The Twelve Tribes for Deacons' Ministry, and The Food Ministry were established and implemented successfully. *On the marginal to negative side*, all of the usher boards except the children's usher board decided to step down during year two. The men's ministry which was slow in getting off the ground in year one, flounder pretty badly in year two. Although 2 of 4 deacons-in-training were ordained, both the first female deacons ever ordained at Sixth, only 2 of 6 deaconesses completed their training. The mass choir dwindled in number from year one to year

two. The Culinary Ministry with years of dedicated service to the fellowship was sat down, and expanded goals for missions and evangelism never got off the ground. Finally we must note that our Church School—so vital to the spiritual formation and development of our infants, children, adolescents, and adults—barely got off the ground during years one or two. Our overall judgment is that our capacity to cultivate new ambassadors for Christ has grown progressively more negative than positive over the two years of Pastor Lee’s leadership.

- **to transform families, neighborhoods, and the city for Christ.** Under Pastor’s leadership we were unable to launch *and* sustain the type of ministries likely to promote the spiritual health of families, neighborhoods, and the city. We conclude Pastor Lee has failed during both years to launch and sustain ministries that help to transform local and public places where our children and families live.

Our prediction for the future under Pastor Lee’s leadership is summarized in the following graph:



## Findings C:

Pastor's Failure to Provide Vital Information

Requested by Church Leaders

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See next page

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Examples of Items Requested with Delayed or No Response from Pastor  
January 5, 2014

- \* *YOU HAVE THAT INFORMATION*  
*I COULDN'T, THAT I ~~COULDN'T~~ DONT HAVE ACCESS TO THE INFORMATION*
- Queries on when to share with the full church the expanding use of rental funds to meet church expenses; *NOT TRUE.*
- Queries on when to present to the full church the need to revisit the maximum amounts of rental money that can be used to meet church expenses; *NOT TRUE*
- Queries on precisely how to close the expanding deficit between budgeted expenses and actual revenues; *NOT TRUE*
- Queries on results of previous audits; *(I WAS NEVER ASKED)*
- Queries on the wisdom of purchasing Lamington Home properties which legal council had advised against; *(WE NEVER CONTINUED TO GO AFTER LAMINGTON HOMES.)*
- Queries on when the next full church meeting was to be held; *(1/18/15) THIRD SUNDAY*
- Access to accounting records only when the board threatened to fire the current financial team. *NOT TRUE*

**Recommendation 1—vacate the pulpit immediately is based on:**

1. *Pastor Lee's failures in financial stewardship* (pp. 3-7)
2. *Pastor Lee's failures in spiritual stewardship* (pp. 8-12)
3. *Pastor Lee's failure to provide vital information to church leaders* (pp. 13-14)

**Recommendation 2—void the pastor's 'employment contract' [SUM] based on:**

1. *The Voice of Precedence:* The historical record is clear that the church periodically reviews previously approved policies, procedures, and contracts and routinely exercises the option to affirm, modify, or terminate these instruments based on prior experience or future interest. Based on our prior experience standard, Pastor Lee's documented failures in financial, spiritual, and corporate stewardship support our recommendation to void his 'employment contract'. Based on our future interest standard, Pastor Lee's 'employment contract' which could require future payments to him—even years beyond termination of his contract—would surely bankrupt the church and deny its capacity and right to exist. On both grounds, then, prior experience and future interest, we urge the church to void Pastor Lee's 'employment contract' which was approved formerly by the church on April 7, 2013.
2. *The Voice of Sovereignty:* The church under Baptist polity is sovereign—not the pastor, not the deacons, not the trustees. No one has the final voice on the pastor's 'employment contract' but the church. The church's final vote on this matter is the final word on this matter, and we urge you to cast your vote to void this contract.
3. *The Voice of Pastor:* In the April 7, 2013 call meeting of the church, Pastor Lee said: "If the church declines and the church is not going in the direction that we think the church ought to go, if the church declines and the church is just dying, that's a cause [for breaking the contract], because it is my pastoral responsibility and duty to make sure that the church grows and the church becomes better than the way I received it." These words of Pastor Lee which we evaluate in relation to his documented failures in financial, spiritual, and corporate stewardship would suggest that the time has now come—even in Pastor Lee's own words—to void this 'employment contract' for due or just cause.

**Recommendation 3—approve the suggested severance terms:**

1. *Pastor's Remuneration:* to be paid \$10,314.26 through the month of January, 2015. Because of our current cash flow crisis, payment may have to be spread out over the months of January and February, 2015.
2. *Pastor's car:* Pastor Lee makes monthly payments on this car which is owned by the church which secured the loan for it. As part of the severance terms, Pastor Lee will surrender keys to the car which then will be sold by the church. After the car is sold, Pastor Lee will be reimbursed within 30 days for the equity he has paid into the car.
3. *Keys, Passwords, and Records:* keys to church and rental properties will be surrendered on dates and times established by the trustees along with any and all church records and church equipment and associated passwords or access codes.

---

## Secret Ballot for Votes on Recommendations 1, 2, and 3

---

<b>I Vote to:</b>	<b>Circle</b>	
1. Vacate the pulpit immediately	Yes	No
2. Void the pastor's 'employment contract'	Yes	No
3. Approve the suggested severance terms	Yes	No

**Note:** Two-thirds majority vote required for passage of Recommendation 1 to vacate the pulpit immediately; simple majority votes required for passage of Recommendations 2 and 3.

First, tear off this page only. Fold it over once and then pass it toward the aisle for collection so that your vote will count!

Second, after forwarding your vote, pass your copy of this report toward the aisle as it is critically important that we establish and maintain an official record of your having voted in today's call meeting.

Thank you for your cooperation!

Your servant leaders,  
Board of Deacons  
Board of Trustees

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE)	)	Civil Action No. 15-5032
	)	
v.	)	
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	
MISSIONARY BAPTIST CHURCH, <i>et al.</i>	)	

**ANSWER TO PLAINTIFF’S COMPLAINT**

COME NOW, the Defendants, Sixth Mount Zion Baptist Church of Pittsburgh, d/b/a Sixth Mount Zion Missionary Baptist Church, Timothy Ralston, Nathaniel Young, Geoffrey Kevin Johnson, Rochelle Johnson, Alexander Hall, Raymond Jackson, James Grover, Arthur Harris, Jerome Taylor, Tommie Nell Taylor, and Roy Elder, by and through their undersigned counsel, Joseph I. McDevitt, Murtagh, Hobaugh & Cech, and John W. Murtagh, Jr., and files this, their Answer to Plaintiff’s Complaint, as follows:

Parties

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.
11. Admitted.

12. Admitted.

13. Admitted.

#### Jurisdiction and Venue

14. The allegation of paragraph 14 of the Plaintiff's Complaint contains jurisdictional allegations to which no response is required. To the extent that this paragraph is deemed to state factual averments, they are specifically denied.

15. The allegation of paragraph 5 of Plaintiff's Complaint contains an allegation of proper venue to which no response is required. To the extent that this paragraph is deemed to state factual averments, they are specifically denied. By way of further answer, by Order dated November 5, 2015, the Civil Action was transferred to the Western District of Pennsylvania.

#### Factual Background

16. Defendants incorporate by reference its answers to paragraphs 1 through 15 of the Plaintiff's Complaint, as if the same were set forth in full.

17. Admitted.

18. Admitted.

19. Admitted in part and denied in part. Plaintiff does not define "overseen" and in fact, the Deacon Council deferred to the Plaintiff, who exerted improper and undue influence before and during his employment.

20. Denied. The document speaks for itself and Defendants' deny Plaintiff's attempted characterization of the document.

21. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterization of the document.

22. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterization of the document. By way of further answer, Plaintiff was terminated for cause after notice and his failure to appear to present information on his own behalf.
23. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterization of the document. By way of further answer, Plaintiff was properly terminated for cause.
24. Denied. By way of further answer, Plaintiff was provided notice and an opportunity to cure his breaches of the employment contract as well as an opportunity to present his case to the congregation. Plaintiff failed to avail himself of that opportunity.
25. Denied.
26. Denied.
27. Denied.
28. Denied.
29. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterizations of the document.
30. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterizations of the document.
31. Denied. The document speaks for itself and Defendants deny Plaintiff's attempted characterizations of the document. By way of further answer, Plaintiff is obligated to mitigate his damages pursuant to the employment contract and therefore the amount claim is inappropriate and incapable of being calculated.
32. Denied.

Count I

33. Defendants incorporate by reference its answers to paragraphs 1 through 32 of the Plaintiff's Complaint, as if the same were set forth in full.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

WHEREFORE, Defendants respectfully request that this Honorable Court dismiss Plaintiff's Complaint with prejudice; that judgment be entered in favor of Defendants and against Plaintiff; and that Defendants be awarded attorney fees, costs of suit, and other further relief as the Court deems just and proper.

### **AFFIRMATIVE DEFENSES**

#### **FIRST DEFENSE**

Plaintiff's claims are barred to the extent that they were filed outside of the applicable statute of limitations.

#### **SECOND DEFENSE**

Plaintiff's claims are barred to the extent that he has failed to exhaust his administrative and/or internal remedies.

#### **THIRD DEFENSE**

Plaintiff's recovery is limited to the extent that he has failed to mitigate his damages.

#### **FOURTH DEFENSE**

Plaintiff's claims and/or damages may be barred and/or limited by the after acquired evidence doctrine.

#### **FIFTH DEFENSE**

All actions taken with respect to Plaintiff were for legitimate business reasons.

SIXTH DEFENSE

Defendants did not engage in any conduct that was extreme, outrageous, egregious, willful, or malicious and any loss or damage suffered was not sufficiently severe to maintain a claim for damages for emotional distress, embarrassment, anxiety, fear, humiliation, punitive damages, or any other damages.

SEVENTH DEFENSE

Defendants acted reasonably and with due care at all times, and in good faith and without malice.

EIGHTH DEFENSE

Plaintiff was not subjected to unlawful treatment or while employed by the Defendant.

NINTH DEFENSE

Defendants reserve the right to raise each and every defense governed by Rules 8, 9 and 12 of the Federal Rules of Civil Procedure as appropriate or warranted by ongoing investigation and discovery.

TENTH DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

ELEVENTH DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

TWELFTH DEFENSE

Plaintiff's claims are barred by the doctrine of laches.

THIRTEENTH DEFENSE

Plaintiff lacks standing to bring a Complaint against the Defendants.

FOURTEENTH DEFENSE

Any breaches of the alleged employment agreement by the Defendants were not material breaches of the agreement.

FIFTEENTH DEFENSE

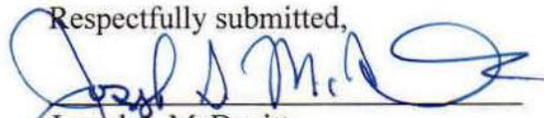
The employment contract was a contract of adhesion and is therefore unenforceable.

SIXTEENTH DEFENSE

Defendant reserves the right to assert any additional affirmative defenses as appropriate or warranted by ongoing investigation and discovery.

WHEREFORE Defendants request that Plaintiff's Complaint be dismissed in its entirety and that it be granted its reasonable costs, including attorneys' fees and expenses, incurred herein, and for such additional relief as may in the interest of justice be required.

Respectfully submitted,



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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE)	)	Civil Action No. 15-1599
	)	
v.	)	Honorable Nora Barry Fischer
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	Electronically Filed
MISSIONARY BAPTIST CHURCH, <i>et al.</i>	)	

**AMENDED ANSWER TO COMPLAINT**

**AND NOW, COMES** Defendant, Sixth Mount Zion Baptist Church of Pittsburgh, d/b/a Sixth Mount Zion Missionary Baptist Church, by and through their undersigned counsel, John W. Murtagh, Jr., Esquire, Alan E. Cech, Esquire and Murtagh, Hobaugh & Cech, LLC and files this Amended Answer to Complaint, as follows:

Parties

1. Admitted.
2. Admitted. By way of further answer, the Plaintiff has misspelled "Pittsburgh" throughout his Complaint.
3. through 13. The persons to whom these paragraphs relate have been dismissed from the action. Consequently, Defendant will not be responding to these paragraphs.

Jurisdiction and Venue

14. The allegation of paragraph 14 of the Plaintiff's Complaint contains jurisdictional allegations to which no response is required. To the extent that this paragraph is deemed to state factual averments, they are specifically denied.
15. The allegation of paragraph 15 of Plaintiff's Complaint contains an allegation of proper venue to which no response is required. To the extent that this paragraph is deemed to state

factual averments, they are specifically denied. By way of further answer, by Order dated November 5, 2015, the Civil Action was transferred to the Western District of Pennsylvania.

Factual Background

16. Defendant incorporates by reference its answers to paragraphs 1 through 15 of the Plaintiff's Complaint, as if the same were set forth in full.

17. Admitted.

18. Admitted. By way of further answer, Plaintiff's termination was for "cause".

19. Admitted in part and denied in part. Plaintiff does not define "overseen" and in fact, the Deacon Council deferred to the Plaintiff, who exerted improper and undue influence over the said Deacon council, Deacons, Trustees and Congregants before and during his employment.

20. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterization of the document.

21. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterization of the document. By way of further answer, the Employment Agreement was purportedly claimed by Plaintiff to be for a period of thirty years.

22. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterization of the document. By way of further answer, and for the reasons stated in its Affirmative Defenses, Plaintiff was terminated for cause after failing to answer inquiries posed to him by the Deacons and other members of the congregation.

23. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterization of the document. By way of further answer, Plaintiff was properly terminated for cause.

24. Denied. By way of further answer, Plaintiff was provided notice and an opportunity to cure his breaches of the employment contract as well as multiple opportunities to present his case to the congregation. Plaintiff failed to avail himself of these opportunities.

25. Denied.

26. Denied.

27. Denied. The allegation constitutes a legal conclusion to which no response is required. To the extent that a response is required it is denied. For the reasons stated in the Defendant's Affirmative Defenses, the Employment Agreement was invalid, unenforceable and incomplete. Moreover, the Employment Agreement had been superseded by the Defendant's Amended Bylaws, the adoption of which was proposed by, and agreed to by, Plaintiff.

28. Denied.

29. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterizations of the document.

30. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterizations of the document.

31. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterizations of the document. By way of further answer, Plaintiff was and is obligated to mitigate his damages pursuant to the employment contract and therefore the amount claim is inappropriate and incapable of being calculated.

32. Denied as stated. By way of further answer, the proposed settlement demand of one million dollars and a later demand of five hundred thousand dollars was rejected by Defendant.

#### Count I

33. Defendant incorporates by reference its answers to paragraphs 1 through 32 of the Complaint, as if the same were set forth in full.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

**WHEREFORE**, Defendant respectfully requests that this Honorable Court dismiss Plaintiff's Complaint with prejudice; that judgment be entered in favor of Defendant and against Plaintiff; and that Defendant be awarded attorney fees, costs of suit, and other further relief as the Court deems just and proper.

**AFFIRMATIVE DEFENSES**

**FIRST DEFENSE**

**(STATUTE OF LIMITATIONS)**

39. Plaintiff's claims are barred by the applicable statute of limitations.

**SECOND DEFENSE**

**(FAILURE TO EXHAUST ADMINISTRATIVE AND/OR INTERNAL REMEDIES)**

40. Plaintiff's claims are barred to the extent that he has failed to exhaust his administrative and/or internal remedies.

**THIRD DEFENSE**

**(FAILURE TO MITIGATE DAMAGES)**

41. Plaintiff's recovery is limited to the extent that he has failed to mitigate his damages.

**FOURTH DEFENSE**

**(AFTER ACQUIRED EVIDENCE)**

42. Plaintiff's claims and/or damages may be barred and/or limited by the after acquired evidence doctrine.

**FIFTH DEFENSE**

**(LEGITIMATE BUSINESS REASONS)**

43. All actions taken by the Defendant with respect to Plaintiff were for legitimate business reasons.

**SIXTH DEFENSE**

**(NO MISCONDUCT)**

44. Defendant did not engage in any conduct that was extreme, outrageous, egregious, willful, or malicious and any loss or damage suffered was not sufficiently severe to maintain a claim for damages for emotional distress, embarrassment, anxiety, fear, humiliation, punitive damages, or any other damages.

**SEVENTH DEFENSE**

**(NO MALICE)**

45. Defendant acted reasonably and with due care at all times, and in good faith and without malice.

**EIGHTH DEFENSE**

**(NO UNLAWFUL TREATMENT)**

46. Plaintiff was not subjected to unlawful treatment while employed by the Defendant.

**NINTH DEFENSE**

**(FAILURE TO STATE CLAIM)**

47. Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

TENTH DEFENSE

(UNCLEAN HANDS)

48. Plaintiff's claims are barred by the doctrine of unclean hands.

ELEVENTH DEFENSE

(NON-MATERIAL BREACH OF CONTRACT)

49. Any breaches of the alleged employment agreement by the Defendants were not material breaches of the agreement.

TWELFTH DEFENSE

(UNCONCIONABILITY)

50. The Employment Agreement of March 20, 2013 was unconscionable on its face and ab initio in that it purported to bind the Church to a twenty-year (and potentially thirty-year) employment contract which provided for payment of all wages and benefits for the entire twenty years if Plaintiff's employment was terminated without cause.

THIRTEENTH DEFENSE

(CONTRACT OF ADHESION)

51. The employment contract was a contract of adhesion and is therefore unenforceable.

**FOURTEENTH DEFENSE**  
**(LACK OF CONSIDERATION)**

52. Plaintiff was appointed as Pastor of the Defendant in December of 2012. Having already been appointed, there was no consideration for the Employment Agreement of March 20, 2013.

**FIFTEENTH DEFENSE**  
**(LACK OF AUTHORITY)**

53. The representatives of the Defendant who purportedly executed the Employment Agreement of March 20, 2013 did not have legal authority to bind the Defendant.

**SIXTEENTH DEFENSE**  
**(FRAUD IN THE INDUCEMENT)**

54. At a meeting of the governing body of the Defendant, at which the Employment Agreement of March 20, 2013 was discussed, Plaintiff assured the Members that he would voluntarily depart the Church or could be terminated for cause if he failed to meet the goals set for him by the Church. The Members relied upon those representations in approving the Employment Agreement of March 20, 2013.

**SEVENTEENTH DEFENSE**  
**(FRAUD IN THE EXECUTION)**

55. At a meeting of the governing body of the Defendant, at which the Employment Agreement of March 20, 2013 was discussed, Plaintiff assured the Members that he would voluntarily depart the Church or could be terminated for cause if he failed to meet the goals of the Church. The Members, believing that said representation was to be incorporated into the

Employment Agreement of March 20, 2013, approved the Employment Agreement of March 20, 2013.

**EIGHTEENTH DEFENSE**

**(DURESS)**

56. At the time of the Employment Agreement of March 20, 2013 the Plaintiff had been serving as the Pastor and spiritual leader of the Defendant for several months. During this time, the Plaintiff continually importuned and bombarded the congregation with statements as to his purported absolute authority within the church and berated any member who questioned his absolute authority. At the time of the Employment Agreement of March 20, 2013, the Members submitted under duress to Plaintiff's spiritual authority and approved the Employment Agreement of March 20, 2013.

**NINETEENTH DEFENSE**

**(MISREPRESENTATION)**

57. The Plaintiff was hired based upon false information regarding his prior employment experience.

**TWENTIETH DEFENSE**

**(FAILURE OF PERFORMANCE)**

58. The Plaintiff failed to meet the goals placed upon him by the Church at the time of his hiring.

TWENTY- FIRST DEFENSE  
(SUBSEQUENT AGREEMENT)

59. The Defendant's revised Bylaws superseded the terms of the Plaintiff's Employment Agreement and permitted the termination of the Plaintiff's employment, inter alia, for his failure to meet the goals placed upon him by the Church at the time of his hiring.

**WHEREFORE**, Defendant requests that Plaintiff's Complaint be dismissed in its entirety and that it be granted its reasonable costs, including attorneys' fees and expenses, incurred herein, and for such additional relief as may in the interest of justice be required.

Respectfully submitted,

/s/ John W. Murtagh, Jr., Esquire  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE )  
(A.K.A. W. DAVID LEE) ) 2:15-cv-01599-NBF  
)  
v. )  
)  
SIXTH MOUNT ZION BAPTIST CHURCH ) *Electronically Filed*  
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION )  
MISSIONARY BAPTIST CHURCH, *et al.* )

**CERTIFICATE OF SERVICE**

I, John W. Murtagh, Jr., Esquire hereby certify that a true and correct copy of the attached Amended Answer to Complaint was served on the 14<sup>th</sup> day of October 2016 utilizing this Court's Electronic / ECF Notification System upon the following:

Zainab Khadija Ali, Esquire  
Ali Watson Law, P.C.  
1500 JFK Blvd., Suite 1700  
Attorney for Plaintiff

/s/ John W. Murtagh, Jr., Esquire  
John W. Murtagh, Jr., Esquire

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

<b>REV. DR. WILLIAM DAVID LEE,</b>	)	
	)	<b>CIVIL ACTION</b>
<b>Plaintiff,</b>	)	
	)	<b>NO. 2:15-cv-01599</b>
<b>v.</b>	)	
	)	
<b>SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, ET AL</b>	)	
	)	<b>Electronically Filed</b>
<b>Defendant.</b>	)	
	)	

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**PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

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Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56.1, Plaintiff, Rev. Dr. W. David Lee (“Plaintiff”), by and through his undersigned counsel, hereby submits for the Court’s consideration this Brief in Support of Plaintiff’s Motion for Summary Judgment in his favor on all claims.

In support of this motions, the Plaintiff submits: 1.) a statement of undisputed material facts; 2.) documents in support of this motion; and 3.) a brief in support of this motion.

Dated: January 31, 2016

Respectfully submitted,  
By: /s/ Zainab Khadija Ali

Zainab Khadija Ali  
Attorney I.D. No. 321181

Ali Watson, PC  
1601 Cherry Street, Ste 1320  
Philadelphia, PA 19102  
(267) 689-8481  
Counsel for Plaintiff

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

<b>REV. DR. WILLIAM DAVID LEE,</b>	)	
	)	<b>CIVIL ACTION</b>
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>NO. 2:15-cv-01599</b>
	)	
<b>SIXTH MOUNT ZION BAPTIST CHURCH</b>	)	
<b>OF PITTSBURG, ET AL</b>	)	
	)	<b>Electronically Filed</b>
<b>Defendant.</b>	)	
	)	

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**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT**

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441 Pa.Super. 642, 658 A.2d 380, 383 (1995).....3

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*Williams v. Borough of West Chester*,  
891 F.2d 458, 460 (3d Cir.1989).....2

**OTHER AUTHORITIES**

Fed.R.Civ.P. 56(c) and (e).....2

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56.1, Plaintiff, Rev. Dr. W. David Lee (“Lee”), by and through his undersigned counsel, hereby submits for the Court’s consideration this Brief in Support of Plaintiff’s Motion for Summary Judgment.

**I. INTRODUCTION**

Plaintiff Lee respectfully requests the Court grant his Motion for Summary Judgment, finding Defendant breached the Employment Agreement between the parties when Defendant removed Plaintiff from his position of Pastor at Sixth Mount Zion Missionary Baptist Church (“the Church”) and failed to compensate Plaintiff upon termination.

On March 30, 2013 Plaintiff signed a valid, binding and enforceable contract with Defendants, under which Plaintiff was obligated to serve as the Pastor of the Church for a twenty (20) year term. Under the contract, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause. Alternatively, the Church may also terminate the Plaintiff without cause, but the Church is then obligated to compensate Lee by certain terms enumerated in the Employment Agreement. Here, Plaintiff was terminated without cause and is accordingly entitled to compensation terms under the contract.

Defendants, contend that “Plaintiff was terminated for cause after notice and his failure to appear to present information on his own behalf. (Docket Number 18, ¶22.). Defendants formulated, presented and acted upon any cause for termination they might have had prior to January of 2015. The “cause” relied upon at the time of termination is the only cause relevant to breach and is categorically insufficient for a termination for cause by the terms of the contract.

Plaintiff Lee submits that there is no genuine issue of material fact for trial because the Defendant cannot produce evidence supporting an essential element for which Defendant will

bear the burden of proof at trial. Namely, Defendant cannot produce evidence that it did not breach the contract. Moreover, Defendant can provide no evidence to support any of its affirmative defenses.

## **II. STATEMENT OF FACTS**

Per this Court's rules of procedure, Plaintiff's Statement of Undisputed Material Facts submitted herewith.

## **III. LEGAL ARGUMENT**

### **A. SUMMARY JUDGMENT STANDARD**

Summary judgment is appropriate if the record establishes "that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(c). Initially, the moving party bears the burden of demonstrating the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The movant meets this burden by pointing to an absence of evidence supporting an essential element as to which the non-moving party will bear the burden of proof at trial. *Id.* at 325, 106 S.Ct. 2548. Once the moving party meets its burden, the burden then shifts to the non-moving party to show that there is a genuine issue for trial. Fed.R.Civ.P. 56(e). An issue is "genuine" only if there is a sufficient evidentiary basis for a reasonable jury to find for the non-moving party, and a factual dispute is "material" only if it might affect the outcome of the action under the governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248-49, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). The presence of "a mere scintilla of evidence" in the nonmovant's favor will not avoid summary judgment. *Williams v. Borough of West Chester*, 891 F.2d 458, 460 (3d Cir.1989)(citing *Anderson*, 477 U.S. at 249, 106 S.Ct.

2505). Summary judgment is appropriate unless “the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Anderson*, 477 U.S. at 248, 106 S.Ct. 2505.

**B. THE DEFENDANT BREACHED THE EMPLOYMENT AGREEMENT**

To establish a claim for breach of contract, Plaintiff must show: 1) existence of a contract, including essential terms; 2) breach of a duty imposed by the contract, and 3) resulting damages. *Pittsburgh Constr. Co. v. Griffith*, 2003 PA Super 374, 834 A.2d 572 (Pa.Super.2003), alloc. denied 852 A.2d 313, 578 Pa. 701 (Pa.2004).

Plaintiff Lee is entitled to summary judgement as a matter of law because (i) Plaintiff had a valid and enforceable contract with the Defendants; (ii) Defendants breached that contract by not compensating him per the termination without cause clause of the contract; and (iii) Defendants’ breach caused Plaintiff harm as that he was ousted from his position and denied compensation after January 15, 2015.

**i. The Employment Agreement is a Valid and Enforceable Contract**

A contract is enforceable when the parties reach mutual agreement, exchange consideration, and have set forth the terms of their bargain with sufficient clarity. *Geisinger Clinic v. DiCuccio*, 414 Pa.Super. 85, 606 A.2d 509, 512 (1992) (citing *Greene v. Oliver Realty Inc.*, 363 Pa.Super. 534, 526 A.2d 1192 (1987)). “An agreement is sufficiently definite if the parties intended to contract with each other and if a reasonably certain basis exists upon which a court could grant an appropriate remedy.” *Geisinger Clinic*, 606 A.2d at 512 (citing *Greene, supra*); see also *J.W.S. Delavau*, 810 A.2d at 681. The essential terms to a contract include an offer, acceptance, consideration, and/or mutual agreement. See *Jenkins v. County of Schuylkill*, 441 Pa.Super. 642, 658 A.2d 380, 383 (1995). Specifically, time or manner of performance, and

price or consideration are essential terms of an alleged bargain, and must be supplied with sufficient definiteness for a contract to be enforceable. *Lackner v. Glosser*, 892 A.2d 21, 31 (Pa.Super.Ct.2006) (citing *Lombardo v. Gasparini Excavating Co.*, 385 Pa. 388, 123 A.2d 663, 666 (1956)).

The Employment Agreement in this matter contains all the he essential elements of a contract and is thus binding on both parties. On December 1, 2012, the Deacon Board of Sixth Mount Zion Baptist Church “the Church” recommended Lee for the position of Pastor. Exhibit A, see highlighted portions. The Church’s Finding Committee presented a “Point-by-Point Report” on Lee. Exhibit A, see highlighted portions. The Church’s Pulpit Committee made a recommendation on Lee. Exhibit A, see highlighted portions. The Church voted unanimously to accept Lee as the Pastor of the Church. Exhibit A, see highlighted portions. On or about March 2013, the Church retained the legal services of Candace Ragin, Esquire, to formally memorialize the agreement. Exhibit C at Section II. Ms. Ragin drafted and presented to the Church the subject Employment Agreement. As such, there was mutual agreement of the parties and consideration.

On March 20, 2013, Rev. Lee, Timothy Ralston, then Chairmen of the Deacon Board of Sixth Mount Zion Missionary Baptist Church and Jimmy Barley, then Trustee of Sixth Mount Zion Missionary Baptist Church, executed the Employment Agreement whereby on the terms and conditions set forth, Rev. Lee would serve in the position of and office of Pastor of Sixth Mount Zion Missionary Baptist Church. Exhibit D at 12.4. On April 7, 2013, the Church approved the Employment Agreement, further indicating the parties mutual assent. Exhibit B at numbered paragraph

Moreover, the terms of the agreement are definite. The document drafted by the Church's counsel is detailed and clearly and categorically establishes the initial term of the agreement, and method of renewal, outlines the Pastor's duties and responsibilities as well as his compensation and benefits. Furthermore, the parties foresaw the possibility of and bargained for the contingency of either party's desire to terminate the agreement before the stated term. As such, the contract provides that either party can terminate the agreement either with or without cause. Thus, the terms are definite. As that the Employment Agreement contains all the essential elements of a binding contract, the agreement is a valid, binding, and enforceable contract.

**ii. Defendant Breached the Employment Agreement**

In this matter, Defendants have breached of a duty imposed by the contract. See *Pittsburgh Constr. Co. v. Griffith*, 2003 PA Super 374, 834 A.2d 572 (Pa.Super.2003), alloc. denied 852 A.2d 313, 578 Pa. 701 (Pa.2004).

Under the contract, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause. Exhibit D at 12.3. Alternatively, the Church may also terminate the Plaintiff without cause, but is then obligated to compensated him by certain terms enumerated in the Employment Agreement. Exhibit D at 12.2. Plaintiff will address whether a breach occurred by either procedure in turn.

Foremost, Plaintiff Lee was not terminated for cause. The Employment Agreement limits the basis of a termination for cause. The Employment Agreement states,

"It is agreed that the Church may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense ("serious offense")—including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a

violation of applicable law(except for misdemeanors or traffic offenses;  
or

ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

Nonetheless, Defendants terminated Plaintiff on other bases entirely. Exhibit E. In December of 2014, Defendants organized a vote among the congregation of the Church and recommended that the Church “vacate the pulpit immediately,” “void the pastor’s’ employment contract,” and “approve the suggested severance terms. Exhibit E at page 2. As reflected in documents created and circulated by Defendants at vote held before the congregation on December 21, 2014 and January 11, 2015, Defendants’ based their recommendation to terminated Plaintiff on alleged (1)“Failure in Financial Stewardship,” (alleging going over-budget, spending the cash on hand and using credit lines); (2) “Failures in Spiritual Stewardship,” (alleged lower membership, attendance, and voluntary donations ); (3)“Failure to Respond to Church Leaders” (delay in providing information board already had access to, or did not request). Exhibit E. These three findings are clearly distinct from the causes recognized by the Employment Agreement.

Addressing the first basis for cause recognized by the Employment Agreement, in explaining what kind of offenses may fall in this category, the Agreement envisions acts such as embezzlement, fraud and adultery. Exhibit D at 12.3. However, Defendants actions are based on their dissatisfaction with Plaintiff utilizing cash on hand and credit lines (the basis of “Failure in Financial Stewardship”, a dip in participation (“Failure in Spiritual Stewardship” and speed in returning phone calls.” Exhibit E. These alleged shortcomings are of a categorically different nature entirely than “serious offenses.” Moreover, at no time during the term of the agreement

has Plaintiff committed or even been accused of any serious moral or criminal offense or violated any law.

Furthermore, it cannot be and it does not appear from the pleadings or evidence that Defendant's claim Plaintiff's ouster was based on incapacitation. In fact, at no time during the term of the agreement has Rev. Lee been incapacitated in any form for any duration of time. Accordingly, Plaintiff was not terminated for cause in the meaning of the Employment Agreement.

Second, when the Plaintiff is terminated without cause, the Employment Agreement requires compensation. **Exhibit D.**

"If this agreement is terminated by the Church, without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding payroll taxes) he would otherwise be entitled to receive for the unexpired term of the Agreement (excluding extension which have not yet begun), payable at the time the salary payments would have otherwise been made, but reduced after five(5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. They payments shall be in full settlement of any claims the pastor may have against the Church."

Defendant Terminated Plaintiff on or about January 11, 2015 without further payment.

Docket Number 18, ¶22; Thus, defendants are in breach of the agreement.

**iii. The Defendant's Breach Caused Harm to Plaintiff**

A plaintiff must also establish a "causal relationship between the breach and the loss." *Brader v. Allegheny General Hosp.*, 64 F.3d 869, 878 (3d Cir.1995) (citing *Robinson Protective Alarm Co. v. Bolger & Picker*, 512 Pa. 116, 516 A.2d 299, 303 n. 9 (1986)). The question is to be removed from the jury's consideration only where it is clear that reasonable minds could not differ on the issue.' " *First Sealord Sur. v. Durkin & Devries Ins. Agency*, 918 F.Supp.2d 362,

388 (E.D.Pa.2013) (quoting *Summers v. Certaineed Corp.*, 606 Pa. 294, 997 A.2d 1152, 1163–64 (2010)).

In this case, Defendants' breach clearly caused harm to Plaintiff. Because of the Defendant's breach, Rev. Lee has suffered damage because he has been deprived the expected benefit of his position and compensation. Plaintiff has suffered pecuniary damage because of Defendants' breach.

#### IV. CONCLUSION

For the reasons articulated forth above, Rev. Lee respectfully requests the Court enter an Order granting partial summary judgment against the defendants on the claim for breach of contract.

Dated: January 31, 2016

Respectfully submitted,

By: /s/ Zainab Khadija Ali

Zainab Khadija Ali

Attorney I.D. No. 321181

Ali Watson, PC

1601 Cherry Street, Ste 1320

Philadelphia, PA 19102

(267) 689-8481

Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I, Zainab Khadija Ali, do hereby certify that on this 3rd day of October, 2016, I caused a true and correct copy of the foregoing, to be served, by means of the Electronic Case Filing System of the United States District Court for the Western District of Pennsylvania, upon the following person listed below:

**Adam K. Hobaugh, Alan E. Cech & John W. Murtagh**

Murtagh, Hobaugh & Cech

110 Swinderman Road

Wexford, PA 15090

**Joseph I. McDevitt by 1<sup>st</sup> Class Mail only**

111 South Independence Mall East, Suite 595

Philadelphia, PA 19106

By: /s/ Zainab Khadija Ali

Zainab Khadija Ali

Attorney I.D. No. 321181

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56.1, Plaintiff, Rev. Dr. W. David Lee (“Lee”), by and through his undersigned counsel, hereby submits for the Court’s consideration this Brief in Support of Plaintiff’s Motion for Summary Judgment.

**I. INTRODUCTION**

Plaintiff Lee respectfully requests the Court grant his Motion for Summary Judgment, finding Defendant breached the Employment Agreement between the parties when Defendant removed Plaintiff from his position of Pastor at Sixth Mount Zion Missionary Baptist Church (“the Church”) and failed to compensate Plaintiff upon termination.

On March 30, 2013 Plaintiff signed a valid, binding and enforceable contract with Defendants, under which Plaintiff was obligated to serve as the Pastor of the Church for a twenty (20) year term. Under the contract, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause. Alternatively, the Church may also terminate the Plaintiff without cause, but the Church is then obligated to compensate Lee by certain terms enumerated in the Employment Agreement. Here, Plaintiff was terminated without cause and is accordingly entitled to compensation terms under the contract.

Defendants, contend that “Plaintiff was terminated for cause after notice and his failure to appear to present information on his own behalf. (Docket Number 18, ¶22.). Defendants formulated, presented and acted upon any cause for termination they might have had prior to January of 2015. The “cause” relied upon at the time of termination is the only cause relevant to breach and is categorically insufficient for a termination for cause by the terms of the contract.

Plaintiff Lee submits that there is no genuine issue of material fact for trial because the Defendant cannot produce evidence supporting an essential element for which Defendant will

bear the burden of proof at trial. Namely, Defendant cannot produce evidence that it did not breach the contract. Moreover, Defendant can provide no evidence to support any of its affirmative defenses.

## **II. STATEMENT OF FACTS**

Per this Court's rules of procedure, Plaintiff's Statement of Undisputed Material Facts submitted herewith.

## **III. LEGAL ARGUMENT**

### **A. SUMMARY JUDGMENT STANDARD**

Summary judgment is appropriate if the record establishes "that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law." Fed.R.Civ.P. 56(c). Initially, the moving party bears the burden of demonstrating the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986). The movant meets this burden by pointing to an absence of evidence supporting an essential element as to which the non-moving party will bear the burden of proof at trial. *Id.* at 325, 106 S.Ct. 2548. Once the moving party meets its burden, the burden then shifts to the non-moving party to show that there is a genuine issue for trial. Fed.R.Civ.P. 56(e). An issue is "genuine" only if there is a sufficient evidentiary basis for a reasonable jury to find for the non-moving party, and a factual dispute is "material" only if it might affect the outcome of the action under the governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248-49, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). The presence of "a mere scintilla of evidence" in the nonmovant's favor will not avoid summary judgment. *Williams v. Borough of West Chester*, 891 F.2d 458, 460 (3d Cir.1989)(citing *Anderson*, 477 U.S. at 249, 106 S.Ct.

2505). Summary judgment is appropriate unless “the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Anderson*, 477 U.S. at 248, 106 S.Ct. 2505.

**B. THE DEFENDANT BREACHED THE EMPLOYMENT AGREEMENT**

To establish a claim for breach of contract, Plaintiff must show: 1) existence of a contract, including essential terms; 2) breach of a duty imposed by the contract, and 3) resulting damages. *Pittsburgh Constr. Co. v. Griffith*, 2003 PA Super 374, 834 A.2d 572 (Pa.Super.2003), alloc. denied 852 A.2d 313, 578 Pa. 701 (Pa.2004).

Plaintiff Lee is entitled to summary judgement as a matter of law because (i) Plaintiff had a valid and enforceable contract with the Defendants; (ii) Defendants breached that contract by not compensating him per the termination without cause clause of the contract; and (iii) Defendants’ breach caused Plaintiff harm as that he was ousted from his position and denied compensation after January 15, 2015.

**i. The Employment Agreement is a Valid and Enforceable Contract**

A contract is enforceable when the parties reach mutual agreement, exchange consideration, and have set forth the terms of their bargain with sufficient clarity. *Geisinger Clinic v. DiCuccio*, 414 Pa.Super. 85, 606 A.2d 509, 512 (1992) (citing *Greene v. Oliver Realty Inc.*, 363 Pa.Super. 534, 526 A.2d 1192 (1987)). “An agreement is sufficiently definite if the parties intended to contract with each other and if a reasonably certain basis exists upon which a court could grant an appropriate remedy.” *Geisinger Clinic*, 606 A.2d at 512 (citing *Greene, supra*); see also *J.W.S. Delavau*, 810 A.2d at 681. The essential terms to a contract include an offer, acceptance, consideration, and/or mutual agreement. See *Jenkins v. County of Schuylkill*, 441 Pa.Super. 642, 658 A.2d 380, 383 (1995). Specifically, time or manner of performance, and

price or consideration are essential terms of an alleged bargain, and must be supplied with sufficient definiteness for a contract to be enforceable. *Lackner v. Glosser*, 892 A.2d 21, 31 (Pa.Super.Ct.2006) (citing *Lombardo v. Gasparini Excavating Co.*, 385 Pa. 388, 123 A.2d 663, 666 (1956)).

The Employment Agreement in this matter contains all the he essential elements of a contract and is thus binding on both parties. On December 1, 2012, the Deacon Board of Sixth Mount Zion Baptist Church “the Church” recommended Lee for the position of Pastor. Exhibit A, see highlighted portions. The Church’s Finding Committee presented a “Point-by-Point Report” on Lee. Exhibit A, see highlighted portions. The Church’s Pulpit Committee made a recommendation on Lee. Exhibit A, see highlighted portions. The Church voted unanimously to accept Lee as the Pastor of the Church. Exhibit A, see highlighted portions. On or about March 2013, the Church retained the legal services of Candace Ragin, Esquire, to formally memorialize the agreement. Exhibit C at Section II. Ms. Ragin drafted and presented to the Church the subject Employment Agreement. As such, there was mutual agreement of the parties and consideration.

On March 20, 2013, Rev. Lee, Timothy Ralston, then Chairmen of the Deacon Board of Sixth Mount Zion Missionary Baptist Church and Jimmy Barley, then Trustee of Sixth Mount Zion Missionary Baptist Church, executed the Employment Agreement whereby on the terms and conditions set forth, Rev. Lee would serve in the position of and office of Pastor of Sixth Mount Zion Missionary Baptist Church. Exhibit D at 12.4. On April 7, 2013, the Church approved the Employment Agreement, further indicating the parties mutual assent. Exhibit B at numbered paragraph

Moreover, the terms of the agreement are definite. The document drafted by the Church's counsel is detailed and clearly and categorically establishes the initial term of the agreement, and method of renewal, outlines the Pastor's duties and responsibilities as well as his compensation and benefits. Furthermore, the parties foresaw the possibility of and bargained for the contingency of either party's desire to terminate the agreement before the stated term. As such, the contract provides that either party can terminate the agreement either with or without cause. Thus, the terms are definite. As that the Employment Agreement contains all the essential elements of a binding contract, the agreement is a valid, binding, and enforceable contract.

**ii. Defendant Breached the Employment Agreement**

In this matter, Defendants have breached of a duty imposed by the contract. See *Pittsburgh Constr. Co. v. Griffith*, 2003 PA Super 374, 834 A.2d 572 (Pa.Super.2003), alloc. denied 852 A.2d 313, 578 Pa. 701 (Pa.2004).

Under the contract, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause. Exhibit D at 12.3. Alternatively, the Church may also terminate the Plaintiff without cause, but is then obligated to compensated him by certain terms enumerated in the Employment Agreement. Exhibit D at 12.2. Plaintiff will address whether a breach occurred by either procedure in turn.

Foremost, Plaintiff Lee was not terminated for cause. The Employment Agreement limits the basis of a termination for cause. The Employment Agreement states,

"It is agreed that the Church may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense ("serious offense")—including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a

violation of applicable law(except for misdemeanors or traffic offenses;  
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ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

Nonetheless, Defendants terminated Plaintiff on other bases entirely. Exhibit E. In December of 2014, Defendants organized a vote among the congregation of the Church and recommended that the Church “vacate the pulpit immediately,” “void the pastor’s’ employment contract,” and “approve the suggested severance terms. Exhibit E at page 2. As reflected in documents created and circulated by Defendants at vote held before the congregation on December 21, 2014 and January 11, 2015, Defendants’ based their recommendation to terminated Plaintiff on alleged (1)“Failure in Financial Stewardship,” (alleging going over-budget, spending the cash on hand and using credit lines); (2) “Failures in Spiritual Stewardship,” (alleged lower membership, attendance, and voluntary donations ); (3)“Failure to Respond to Church Leaders” (delay in providing information board already had access to, or did not request). Exhibit E. These three findings are clearly distinct from the causes recognized by the Employment Agreement.

Addressing the first basis for cause recognized by the Employment Agreement, in explaining what kind of offenses may fall in this category, the Agreement envisions acts such as embezzlement, fraud and adultery. Exhibit D at 12.3. However, Defendants actions are based on their dissatisfaction with Plaintiff utilizing cash on hand and credit lines (the basis of “Failure in Financial Stewardship”, a dip in participation (“Failure in Spiritual Stewardship” and speed in returning phone calls.” Exhibit E. These alleged shortcomings are of a categorically different nature entirely than “serious offenses.” Moreover, at no time during the term of the agreement

has Plaintiff committed or even been accused of any serious moral or criminal offense or violated any law.

Furthermore, it cannot be and it does not appear from the pleadings or evidence that Defendant's claim Plaintiff's ouster was based on incapacitation. In fact, at no time during the term of the agreement has Rev. Lee been incapacitated in any form for any duration of time. Accordingly, Plaintiff was not terminated for cause in the meaning of the Employment Agreement.

Second, when the Plaintiff is terminated without cause, the Employment Agreement requires compensation. **Exhibit D.**

"If this agreement is terminated by the Church, without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding payroll taxes) he would otherwise be entitled to receive for the unexpired term of the Agreement (excluding extension which have not yet begun), payable at the time the salary payments would have otherwise been made, but reduced after five(5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. They payments shall be in full settlement of any claims the pastor may have against the Church."

Defendant Terminated Plaintiff on or about January 11, 2015 without further payment.

Docket Number 18, ¶22; Thus, defendants are in breach of the agreement.

**iii. The Defendant's Breach Caused Harm to Plaintiff**

A plaintiff must also establish a "causal relationship between the breach and the loss." *Brader v. Allegheny General Hosp.*, 64 F.3d 869, 878 (3d Cir.1995) (citing *Robinson Protective Alarm Co. v. Bolger & Picker*, 512 Pa. 116, 516 A.2d 299, 303 n. 9 (1986)). The question is to be removed from the jury's consideration only where it is clear that reasonable minds could not differ on the issue.' " *First Sealord Sur. v. Durkin & Devries Ins. Agency*, 918 F.Supp.2d 362,

388 (E.D.Pa.2013) (quoting *Summers v. Certaineed Corp.*, 606 Pa. 294, 997 A.2d 1152, 1163–64 (2010)).

In this case, Defendants' breach clearly caused harm to Plaintiff. Because of the Defendant's breach, Rev. Lee has suffered damage because he has been deprived the expected benefit of his position and compensation. Plaintiff has suffered pecuniary damage because of Defendants' breach.

#### IV. CONCLUSION

For the reasons articulated forth above, Rev. Lee respectfully requests the Court enter an Order granting partial summary judgment against the defendants on the claim for breach of contract.

Dated: January 31, 2016

Respectfully submitted,

By: /s/ Zainab Khadija Ali

Zainab Khadija Ali

Attorney I.D. No. 321181

Ali Watson, PC

1601 Cherry Street, Ste 1320

Philadelphia, PA 19102

(267) 689-8481

Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I, Zainab Khadija Ali, do hereby certify that on this 3rd day of October, 2016, I caused a true and correct copy of the foregoing, to be served, by means of the Electronic Case Filing System of the United States District Court for the Western District of Pennsylvania, upon the following person listed below:

**Adam K. Hobaugh, Alan E. Cech & John W. Murtagh**

Murtagh, Hobaugh & Cech

110 Swinderman Road

Wexford, PA 15090

**Joseph I. McDevitt by 1<sup>st</sup> Class Mail only**

111 South Independence Mall East, Suite 595

Philadelphia, PA 19106

By: /s/ Zainab Khadija Ali

Zainab Khadija Ali

Attorney I.D. No. 321181

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

<b>REV. DR. WILLIAM DAVID LEE,</b>	)	<b>CIVIL ACTION</b>
	)	
<b>Plaintiff,</b>	)	
	)	<b>NO. 2:15-cv-01599</b>
<b>v.</b>	)	
	)	
<b>SIXTH MOUNT ZION BAPTIST CHURCH OF PITTSBURG, ET AL</b>	)	
	)	<b>Electronically Filed</b>
<b>Defendant.</b>	)	
	)	

**PLAINTIFF’S STATEMENT OF UNDISPUTED MATERIAL FACTS**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 56.1, Plaintiff, Rev. Dr. W. David Lee submits herewith a concise statement of the material facts of record as to which Plaintiff contends there is no genuine issue to be tried.

1. On December 1, 2012, the Deacon Board of Sixth Mount Zion Baptist Church “the Church” recommended Lee for the position of Pastor. Exhibit A, see highlighted portions.

2. The Church’s Finding Committee presented a “Point-by-Point Report” on Lee. Exhibit A, see highlighted.

3. The Church’s Pulpit Committee made a recommendation on Lee. Exhibit A, see highlighted.

4. The Church voted unanimously to accept Lee as the Pastor of the Church. Exhibit A, see highlighted.

5. On or about March 2013, the Church retained the legal services of The Law Firm of Candace Ragin, LLC, to among other things, draft the Employment Agreement that is the subject of this action. Exhibit C at Section II.

6. On March 20, 2013, Rev. Lee, Timothy Ralston, then Chairmen of the Deacon Board of Sixth Mount Zion Missionary Baptist Church and Jimmy Barley, then Trustee of Sixth Mount Zion Missionary Baptist Church, executed the Employment Agreement whereby on the terms and conditions set forth, Rev. Lee would serve in the position of and office of Pastor of Sixth Mount Zion Missionary Baptist Church, further indicating the parties mutual assent.

Exhibit D: "Employment Agreement."

7. On April 7, 2013, the Church approved the Employment Agreement. Exhibit B at numbered paragraph 5.

8. The initial term of the Employment Agreement is for a period of twenty (20) years beginning on December 1, 2012 and expiring on December 31, 2032. Exhibit D at 3.1.

9. However, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause and without cause. Exhibit D at 12.2 and 12.3.

10. The Employment Agreement states,

"Each of the Parties hereto, by its due execution of this Agreement, represents that it has reviewed each term of this Agreement with legal counsel, and/or each party has had the opportunity to receive independent legal advice with respect to the advisability of executing this Agreement. Hereafter no party shall deny the validity of this Agreement on the ground that the party did not have advice of legal counsel. The parties agree that each shall bear their own costs and attorney's fees for all matters relating to the preparation and consummation of this Agreement." Exhibit D at Section 17.

11. On March 20, 2013, Plaintiff and Timothy Ralston, then Chairmen of the Deacon Board of Sixth Mount Zion Missionary Baptist Church and Jimmy Barley, then Trustee of Sixth

Mount Zion Missionary Baptist Church, executed the Employment Agreement whereby on the terms and conditions set forth, Plaintiff would serve in the position of and office of Pastor of Sixth Mount Zion Missionary Baptist Church . Exhibit D at final page.

12. Under the contract, the Church, adhering to certain procedures and substantive requirements, may terminate the Plaintiff with cause. Exhibit D at 12.4.

13. Per the contract, “This Agreement may be terminated at the option of either party upon thirty (30) days prior written notice by either party for material breach of the terms of this agreement by the other party by the other party...it is agreed that the Church may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense (serious offense including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a violation of applicable law; or
- ii. The pastor become incapacitated by reason of illness, injury or other disability so that he cannot, in reasonable good faith opinion of the church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

Exhibit D at 12.3.

14. Alternatively, Sixth Mount Zion Missionary Baptist Church may also terminate Rev. Lee without cause, but is then obligated to compensated him by certain terms enumerated in the Employment Agreement. Exhibit D at 12.2.

15. The contract states, “If this agreement is terminated by the Church, without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding payroll

taxes) he would otherwise be entitled to receive for the unexpired term of the Agreement (excluding extension which have not yet begun), payable at the time the salary payments would have otherwise been made, but reduced after five(5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. They payments shall be in full settlement of any claims the pastor may have against the Church. "Exhibit D at 12.2.

16. On or about December 21, 2014, Defendants organized a meeting among the congregation of the Sixth Mount Zion Missionary Baptist Church and recommended that the Church "vacate the pulpit immediately," "void the pastor's' employment contract," and "approve the suggested severance terms." Exhibit E at page 2.

17. The Defendant presented the following reasoning for the recommendation: (1)"Failure in Financial Stewardship," (alleging going over-budget, spending the cash on hand and using credit lines) ; (2) "Failures in Spiritual Stewardship," (alleged lower membership, attendance, and voluntary donations) ; (3)"Failure to Respond to Church Leaders" (delay in providing information board already had access to, or did not request). Exhibit E.

18. A second meeting was convened on or about January 11, 2015 to recommended that the Church "vacate the pulpit immediately," "void the pastor's' employment contract," and "approve the suggested severance terms" on the basis of (1)"Failure in Financial Stewardship," (alleging going over-budget, spending the cash on hand and using credit lines) ; (2) "Failures in Spiritual Stewardship," (alleged lower membership, attendance, and voluntary donations) ; (3)"Failure to Respond to Church Leaders (delay in providing information board already had access to, or did not request). Exhibit E.

19. The Church voted in the affirmative to "vacate the pulpit immediately," "void the pastor's' employment contract," and "approve the suggested severance terms" on the basis

of (1)“Failure in Financial Stewardship,” (alleging going over-budget, spending the cash on hand and using credit lines) ; (2) “Failures in Spiritual Stewardship,” (alleged lower membership, attendance, and voluntary donations ); (3)”Failure to Respond to Church Leaders (delay in providing information board already had access to, or did not request). Exhibit F: 1/11/2015- Church Meeting Audio, Discs 1 and 2.

20. On or about January 11, 2015, Defendants terminated Plaintiff’s employment. Docket Number 18, ¶18.

21. Defendants plead that Plaintiff was terminated for cause. Docket Number 18, ¶22.

22. In support of his Motion for Summary Judgment, Plaintiff is filing concurrently herewith, and hereby incorporates by reference his Memorandum of Law in Support of Motion for Summary Judgment and attached exhibits.

Dated: January 31, 2016

Respectfully submitted,

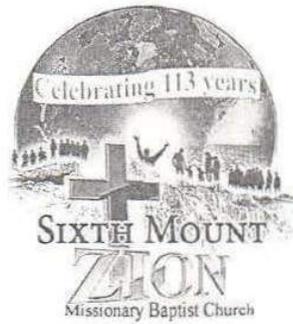
By: /s/ Zainab Khadija Ali  
Zainab Khadija Ali  
Attorney I.D. No. 321181

Ali Watson, PC  
1601 Cherry Street, Ste 1320  
Philadelphia, PA 19102  
(267) 689-8481

Counsel for Plaintiff

# EXHIBIT

# A



Sixth Mount Zion Baptist Church  
Church Conference  
Saturday, December 1, 2012 10 am

- I. Devotions with Prayer
- II. Adoption of Agenda
- III. **The Deacon Board's Recommendation on Reverend Dr. Lee**
- IV. **Findings Committee Point-by-Point Report**
- V. Reverend Dr. Lee's Point-by-Point Response
- VI. Final Questions from Fellowship for Reverend Dr. Lee
- VII. **Pulpit Committee's Recommendation on Reverend Dr. Lee**
- VIII. Deacons' Request to Rescind Vote of November 3, 2012
- IX. Vote on Request to Rescind; if Passed with 2/3 Majority Vote, then
- X. **Vote on Deacon Board's and Pulpit Committee's Recommendation of Reverend Dr. Lee**
- XI. Adjournment with Prayer

*FINDINGS COMMITTEE  
CALL MEETING  
DECEMBER 1, 2012*

Devotions led by Deacon Grover

Agenda properly moved by Deacon Taylor and seconded by Deacon Alexander Hall. None apposed.

Brother Davie – Point of Order

It is not the authority of the Deacon Board of a Baptist Church to recommend this committee. This whole meeting is out order.

Deacon Ralston stated that the point of order is noted and we are moving on. Brother Davie appealed this decision on the ground that it is incorrect.

It was properly moved by Deacon Taylor and seconded by Deacon Young to reject the basis for the appeal.

At the November 8, 2012 mandatory meeting of the Board of Deacons, the Deacons voted unanimously to support the pulpit committees to call the Rev. Dr. W. David Lee as the next pastor of the SMZMBC. Chairman Timothy Ralston then presents for the Church Clerk records two criminal reports on the Rev. Dr. Lee. No record of wrong doing was noted in either criminal report. Deacon Arthur Harris, Chairman of the Findings Committee will present the report which has been received and approved by the Board of Deacons on November 29, 2012.

(See Exhibit A-Twelve Questions for Rev. Dr. W. David Lee) – Read by Deacon Arthur Harris.

All questions listed in this reading came from members of the congregation.

Motion to accept reading of the Findings Committee. (I's) 60 (Apposed) 31  
Motion Deacon Johnson and seconded by Deacon Taylor.

*Rev. Dr. W. David Lee:*

Thank you for this opportunity to answer your questions, I don't have any secrets and feel you deserve to know the facts. The truth always comes out and I don't have any hang-ups to answer these questions. Before I begin I would like to take this opportunity to introduce you to my wife Mrs. Bonnie Lee, we were married the day before Thanksgiving.

1. Re: Doctorate Degree - Displayed his Commencement booklet. Graduating class of 2001. One of his classmates was Rev. Dwight Jones who was the installation speaker for Rev. Eugene Downing. His mentors were Rev. Wyatt T. Walker and Dr. W. Franklin Richardson. His dissertation was "How to Deal with Pastoral Conflict in Pastoral Succession"
2. By taking your ministry seriously and staying focused. This was taught to me by mentors. I'm doing this only to please God. Patience and understanding. Keeping your attention, that is where "Hello Lights" comes in. I say it only to keep your attention. Change cannot come without Love. Treat the whole congregation as a family. Service is driven with faith and love. Referred to Rick Warren's book *The Purpose Driven Life*. "It's not about me." Not taking negative things personally. It's not about me, it's about what the Lord has called me to do.

3. Divorce – Relationship with children: My divorce was not because of infidelity. After wife received her law degree, she became preoccupied with law and forgot about the church. We went our separate ways. I had some complications with my son, which was a very painful experience. We have always had an extremely good relationship and it was broken for a minute but it has been restored now. My children are important to me and will always be in my life. I see my children each week and keep in touch daily. They will spend the summers and holidays with me. I currently pay child support. I am committed to my children.
4. Children – See answers to 4.
5. When I was a young man I was strongly attracted to women. I love women. I told God, “if you want me to change then you will have to change me. I fell on my knees and asked God to change me and sure enough if you put God to the test he will. It was a spiritual journey. It was not an overnight change. I was 23 years old and now I am 48, that was some 20 years ago. It’s not issue with me now. I was merely trying to help somebody by explaining to this individual that he is not in this thing by himself. If I can overcome it, then he can too. I told him as you develop spiritually and stay in God’s Word, you won’t have to ask God to take it away; you will just put it away. Rev. Lee referred to Corinthians 13:1-11 (Love Chapter). When I became a man, I put away childish things. Boys play; men handle their business. I’m real; not a hypocrite. I have preached all over this world.
6. Pre-Marital Sex - Against premarital sex. That is what I will promote. This is the 21<sup>st</sup> century and wonder what are we going to do if they make gay marriage legal. Sex should be between a husband and a wife. Love never fails. God is Love. Sex should be between a husband and wife.
7. Sex addressed from the Pulpit – Sex should never be taught from the pulpit, it should be taught in workshops. We need to teach our young ladies virtue, to value themselves. I have 3 daughters and I teach them to respect themselves.
8. Terms Used – I mentioned this previously that I use these terms to get your attention and for no other reason. It is a preaching style.
9. Preparing and delivering sermon – My process is on Sunday nights I begin with meditating and praying for scripture for the next week’s sermon. I then do research for proper contents. Write – divine word and truth. Pray – Gather from 3 points, life experiences, childhood experiences and from all other sermons. I then prepare it and type it up. I do not bring it to the pulpit, because I wants God to bring it out.
10. Preaching Revivals - I was the keynote speaker at Dr. Richardson’s 36<sup>th</sup> Anniversary. He has a over 10,000 member church. Do you think he would ask me to speak if I did not do well in that environment? You invited me here three times. One person joined the last time I was here. A person coming to Christ after a sermon seals it for me. Your Pulpit Committee was all in favor of me and it was unanimous when I met with the Deacons. I feel I am in good company. When something is worth getting it is worth going though to get it.
11. Standards and Methods – I will give the opportunity for grown and development with classes, workshops so that people can be equipped. I can’t make you do anything. I am not a dictator. The more you grow the ministry will grow. I will not embarrass you while representing SMZMBC. If I can’t make you proud then there is no reason for me being here. I will be the most loving Pastor. Let’s share with fellow Christians. A church that is not growing, something is wrong. God doesn’t hang around death.
12. Increase in church numbers – Cultivate the atmosphere of Love. Put others first. From the pulpit to the pew to put others first.
  - a. Smiles and handshakes
  - b. Friendly church – say “Hi”
  - c. Friends Day – The month of June

- d. Friends, Relatives, Associates and Neighbors
- e. We will gather a list of people who do not attend church and unsaved folks. Not members of other churches.
- f. I will preach like I have never preached, because we have guest in the house.
- g. Train Ushers, Greeters, Deacons, Deaconesses to be ready to receive and what we should do.
- h. Babes in Christ need more attention
- i. Cell groups – Named after the 12 Tribes of Israel.
- j. Rights of Passage for young people.

I know about the successful Pastor Williams and his programs and what was accomplished under his leadership.

Thank you SMZMBC. I appreciate your time.

Congregation Comments: Extremely positive comments given by Ms. Juanita Brown who joined SMZMBC on the last time Rev. Lee preached.

**Deacon Taylor – Our church Clerk will read to you the Pulpit Committee Report**

**(See attached – Exhibit B) – Highlights of Pulpit Committee’s Report**

Deacon Taylor read the last page.

**Report from the Deacon Board read by Deacon Ralston - “Talking Notes from Chairman Ralston” (See attached – Exhibit C).**

The floor is now open to support the deacon’s and Pulpit Committee’s recommendation that Rev. Dr. W. David Lee be voted in as the next Pastor-Elect of the SMZMBC.

**Vote taken – Unanimously accepted.** Motion made by Deacon Taylor to accept the vote and seconded by Deacon Harris.

Meeting was adjourned with Prayer.

## Findings Committee:

*Twelve Questions for Rev. Dr. W. David Lee*

November 28, 2012

**EXHIBIT A**

**T**HE BOARD OF DEACONS charged The Findings Committee with the task of documenting questions and issues that bear upon Rev. Dr. Lee's candidacy as pastor elect of Sixth Mount Zion Missionary Baptist Church. Of the 16 persons identified to serve on this committee, one could not be contacted and a second was contacted but unable to serve the minimum of two meetings required. The remaining 14 members of the Findings Committee were instructed not to judge or evaluate but to discover questions and issues generated by members of the committee as well as members of the fellowship. Toward this end members of The Findings Committee solicited, received, and analyzed these questions and issues over a period of three weeks. In consultation with our church attorney, Albert Odermatt, we used the following twelve-question format to trigger responses of relevance to issues and questions discovered by the Findings Committee:

1. Can you share what your doctorate is in and the mentoring you received during this process?
2. Can you share from your doctoral study the methods you found helpful in understanding and healing internal church divisions associated with pastoral succession?
3. Can you share why you divorced along with any complications then and now associated with your divorce?
4. Can you share plans in place now and in the future for maintaining contact with your children?
5. Can you share what your response would be to a young man who said he was having problems controlling his sex drive?
6. Can you share your views on premarital sex and sex outside of marriage?
7. Can you share your view on how sexual matters should be addressed from the pulpit?
8. Can you explain why you used terms like 'ya'll didn't get that' or 'come on now' while preaching at Sixth. Did you ever use these phrases while preaching at your home church in New Jersey? Why or why not?
9. Can you share your approach to preparing and delivering sermons?
10. Can you share your experience in preaching revivals at the invitation of other churches?
11. Can you share your standards, methods, and experiences in equipping church leadership—assistants, associates, and officers—for effective ministry? Can you share challenges and successes you've had in implementing these standards and methods?
12. Can you explain how the number of members in each church you've pastored increased two to three fold or more? Relatedly, can you describe the type of ministries you were led to establish in these churches?

Faithfully Submitted by Yours in Christ,  
Deacon Arthur Harris, Jr.  
*Findings Committee Chair*

*Committee Members: Trustee Diane Allen; Deaconess Pam Gobble; Trustee Judy Griggs; Trustee John Henderson; Sister Anna Jackson; Sister Kristen McIntosh; Deacon Robert Mungin, Sr; Minister-in-Training Jason Patterson; Sister Regina Ralston; Deacon Timothy Ralston; Sister Diane Richards; Deaconess Audrey Roy; and Deacon Jerome Taylor*

Highlights of Pulpit Committee's Report  
Sixth Mount Zion Missionary's Baptist Church

December 1, 2012

**EXHIBIT B**

**Process**

First giving honor to God, we thank members of Sixth who continually have offered individual and corporate prayers in support of the work of the Pulpit Committee. For our part, the Pulpit Committee has sought continually the guidance of the Holy Spirit in each and every aspect of our work together. With enablement of the Holy Spirit, this is a brief summary of our walk together:

1. We have received and evaluated 147 applications from across the nation—North, South, East, West, and Midwest.
2. Of the 147 applicants initially received and evaluated, 11 were invited to preach at Sixth Mount Zion.
3. Of the 11 invited to preach their first sermon at Sixth, 10 were invited to preach a second sermon at Sixth. On Saturday evenings prior to the occasion of their second sermon, the Pulpit Committee conducted 2-3 hour in-depth interviews with each of these 10 candidates.
4. Of the 10 candidates who had preached twice and been interviewed once, 2 were identified as finalists for further consideration and evaluation which involved an onsite visit to their places of service.

We started this journey by studying Biblical texts which have guided our process of selection and evaluation. Guided by these scriptural principles and consideration of our fellowship's needs, we sought guidance of the Holy Spirit in evaluating our two final candidates.

We now present the Background and Experience along with Pulpit Committee Interviews that together formed the basis for our Recommendation to call Rev. Dr. W. David Lee as our pastor elect of the Sixth Mount Zion Baptist Church.

**Recommendation Based on Background and Experience: 10 Reasons**

1. His response to the call to pastor. The first call came when he was 10, and the lure of a lucrative salary in business did not deter his decision to seek training for the ministry—even with the high cost of borrowing money at an expensive seminary as Yale Divinity School;
2. His doctoral training was overseen by two of the best recognized pastors in the nation—Rev. Dr. Wyatt T. Walker, a nationally acclaimed civil rights activist who is well known to many at Sixth, and Rev. Dr. W. Franklyn Richardson, a community builder and organizer for decades and General Secretary for twelve years of the 8 million member, National Baptist Convention USA, Inc.;
3. His doctoral project which examined the nature of conflicts associated with pastoral succession, an important study which may well equip him in understanding reasons for and remedies to conflicts around pastoral succession at Sixth;
4. With his masters and doctoral degrees, he's ready to go—ready and able to hit the ground running without burden of the need for further credentialing—*bachelors in Economics from Syracuse University; masters of divinity from Yale Divinity School; and doctorate in ministry from United Theological Seminary.*

5. He has served churches with demographics similar to our own, producing record church growth in ministries offered and doubling or tripling the number of new members joining;
6. He has the reputation of a substantial preacher and evangelist within and outside our Baptist discipline;
7. He has shown leadership in secular and religious communities: Vice president of the governing board of the Connecticut Center for a New Economy; founded and headed the Greater New Haven Interfaith Ministerial Alliance;
8. He has been involved in public ministry—running for city school board, challenging Yale University for not including blacks on its board of governance; and providing leadership in an organization which advocated change for low-paid union workers;
9. His large family challenged by poverty and drugs along with the murder of his first cousin would suggest he brings life credentials to minister to our neighbors and community in need; and
10. His experiences and skills in relating to black and white children and youth as well as adult peers and public officials indicate that he possesses skills required to minister to our church family and local community—matters of concern as we witness the increasing gentrification of East Liberty.

***Recommendation Based on Interviews by the Pulpit Committee: 10 Reasons***

1. He is humble. In person and in groups, he is quite clear about his strengths and his weaknesses;
2. He is honest. He shares painful as well as joyful moments about his walk with God, times good and bad, embarrassing and exalting.
3. He is open. He's clear about his perception of things but open to receiving the other's perception of things whether they differ or coincide;
4. He is visionary. He brings a large vision of what Sixth can become in terms of our ministry;
5. He is sincerely appreciative. He acknowledges with a sense of awe and inspiration over what Sixth has been able to accomplish with God's enablement over the years;
6. He is enthusiastic. Infectiously so when he begins to think creatively on how we can build upon the blessing God has enabled at Sixth over the years;
7. He is plugged in to the needs of the full congregation—from young and old and ages in between;
8. He believes in reconciliation within the fellowship. He shared a touching story about a member who opposed just about everything he proposed. But he did not give up on this member. Indeed his ministry to this member had the effect of reconciling and transforming this relationship.
9. He brings unwavering support for the sovereignty of the church body; and
10. He fully supports the doctrine and traditions of the Baptist Church. He has been a member of the National, Progressive, Lott Carey Baptist Foreign Mission Conventions and Hampton Ministers Conference.

Among the field of 147 applicants from North, South, Midwest, and West, Rev. Dr. Lee stood alone. It wasn't just one thing or another but a combination of spiritual and experiential characteristics that brought the Pulpit Committee to consensus.

*He brings deep passion to his vision of Sixth which is informed by his respect for how God has blessed Sixth Mount Zion over the years. He has benefitted from mentorships by two of the most accomplished visionaries and community builders in our denomination—Dr. Wyatt T. Walker and Dr. W. Franklyn Richardson. He brings a history of developing new ministries that spiritually enrich church and community. He brings a history of doubling and tripling church membership wherever he has pastored. He brings a history of boldly confronting princes and principalities of injustice locally and nationally. He brings a history of organizing and leading faith-based organizations. And incidentally he brings a background in economics and business which, under God's anointing, may well contribute to the next phase of ministerial development and growth at Sixth.*

Under Rev. Dr. Lee's stewardship, with our prayers, and with the continuous anointing of the Holy Spirit, we expect that Sixth Mount Zion will be lifted to God's highest plane of service: *Verily, verily, I say unto you, He that believeth on me, the works that I do shall he do also; and greater works than these shall he do...*(John 14: 12).

By consensus, the Pulpit Committee recommends Rev. Dr. W. David Lee as the next pastor elect of The Sixth Mount Zion Missionary Baptist Church.

Thank you for listening, and we thank you for the opportunity to serve.

Yours in Christ,

The Pulpit Committee

Jerome Taylor, Chair  
Deacon Timothy Ralston  
Trustee John Henderson  
Deaconess Pam Gobble  
Deaconess Audrey Roy  
Minister-in-Training Jason Patterson  
Sister Diane Richards

# EXHIBIT

# B

RESOLUTIONS  
FOR  
SIXTH MOUNT ZION (MISSIONARY) BAPTIST CHURCH

1. This local body of believers gathered this day of April 7, 2013, known as Sixth Mount Zion (Missionary) Baptist church, resolve that the Pastor-elect and Deacon board shall lead this congregation of people in accordance with the Hiscox's guide for Baptist churches (which is recognized as the foremost authority for order by the National Baptist USA, Inc., Progressive Baptist Inc., and American Baptist, USA Inc., which we are affiliated), until we are incorporated with the state of Pennsylvania.
2. Furthermore we resolve that the Deacons shall serve dual status as Deacons and Trustees, in order to keep us in compliance with our Charter and more importantly the keep this congregation of people in compliance with God's Word.
3. Furthermore, we resolve that the Pastor-elect and Deacon board will draft new constitution and by-laws that will align with God's Word to be presented to the church for review to be approved and adopted by this local body of believers.
4. Furthermore, we resolve that Pastor, Deacons and Trustees be tithers (10%) which means give at least 10% of their income. And, if any of our leaders are not tithing then the pastor-elect and Deacons have the right to sit them down immediately.
5. Furthermore, we resolve to approve the pastor's employment agreement to be effective December 1, 2012, that was already approved by the Deacon board and reviewed by the church's attorney Candace Ragin.
6. Furthermore, we resolve that the Pastor's duties and responsibilities under this Agreement are as follows:
  - (a) Pastor will perform all duties which are assigned to him by the Church from time to time, specifically including without limitation the following sacerdotal functions and administrative duties: 1) baptisms; 2) weddings; 3) funerals; 4) communions; 5) teaching; 6) baby dedications; 7) spiritual counseling; 8) administration of Church affairs; and 9) regular conducting of Church worship services. Pastor will perform all services as Pastor to the best of his abilities and in good faith, subject at all times to the ultimate control and direction of the Church via its congregation.
  - (b) Pastor agrees that during the term of this Agreement he will devote such of his time and energies as may be required in order for him to carry out, fulfill and perform the duties and responsibilities of his employment.
  - (c) The Church finds its headship under the Lord Jesus Christ and in its Pastor. Accordingly, Pastor will be the chief executive officer of the Church, and will have general supervision of the paid staff. No

person may be invited to speak, teach or minister at a meeting held by the Church without the Pastor's approval. Pastor has the authority to recommend any assistants reasonably necessary to carry on the work of the Church's ministry properly.

**(d)** The Pastor will be a member and the ex-officio chairmen of the Church Board of Deacons; also a member and the ex-officio chairmen of all standing Church boards, auxiliaries and/or committees throughout the term of this Agreement. As ex-officio chairmen, the Pastor may attend all meetings of the Board of Deacons and standing boards, auxiliaries and/or committees.

**(e)** The Pastor is the leader of pastoral ministries of the Church. He shall work with the Deacons and Church staff in achieving its mission and proclaiming the Gospel to believers and unbelievers. He shall be a member of the Church and may serve as moderator at business meetings of the members.

# EXHIBIT

# C

THE LAW FIRM OF  
**CANDACE G. RAGIN**  
LLC  
309 SMITHFIELD STREET  
4<sup>TH</sup> FLOOR  
PITTSBURGH, PA 15222  
P: (412) 855-5115  
F: (412) 201-3484  
CANDACE.RAGIN@GMAIL.COM

ATTORNEY-CLIENT PRIVILEGED

DATE: 13 February 2013



CLIENT: Sixth Mount Zion Baptist Church  
6556 Shetland Street  
Pittsburgh, PA 15206  
(412) 441-7839

REPRESENTATION AGREEMENT AND CONTRACT

I. INTRODUCTION

This document memorializes the agreement between you (hereinafter referred to as "Client") and Candace G. Ragin, Esq. of the Law Firm of Candace G. Ragin, LLC (hereinafter referred to as "Attorney"). Upon signing this Agreement you are agreeing to the terms and conditions contained in it.

II. SCOPE OF AGREEMENT

Pursuant to this Agreement, Client has retained Attorney to provide legal services in connection with:

- 1) Reorganization of corporate structure for management and tax efficiency.
- 2) Revisit and revise (if necessary) original corporation documents.
- 3) Develop business plan for Church Campus
- 4) Review and/or draft contract between the Board of Deacons and Pastor W. David Lee.
- 5) Provide such other legal services and advice as may be requested by the Client.

The Attorney will work with the Client through the the following stages:

(For as long as the Client desires to retain the services of the Client).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. CERTITUDE OF OUTCOME

Although the Attorney will work zealously to ensure that the Client is satisfied with the outcome, Client understands that the Attorney has made no representation or guarantee that any specific result can or will be obtained in this matter. Client understands that any other representation for any other action or proceeding not specified above (other than an action in court for the recovery of attorneys' fees) must be subject to a new Fee Agreement. Client also acknowledges that the outcome of a trial or administrative hearing or other ruling or determination, i.e., the disposition of the matter does not affect the amount of the fee paid under this Agreement.

IV. COMPLETE AND ACCURATE INFORMATION

In the event that Client refuses to provide complete and accurate information or all releases, Client agrees that such failure shall be good cause for the Attorney to withdraw from further representation of the Client and the Client agrees that the Attorney may withdraw as Client's counsel under such circumstances. Client will be truthful and cooperative with the Attorney and ensure that the Attorney is promptly informed of developments, including any contact between the Client and:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client will keep the Attorney currently informed of Client's address, telephone number and whereabouts.

V. COMMUNICATION CONCERNING THE CASE

The Attorney will keep the Client fully and currently informed of the status of this matter, as well as the results of any and all negotiations. The Attorney will handle all contacts with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

concerning this case, provided, however, that nothing in this Agreement shall limit the Client in communicating with the same.

Client  CONSENTS  DECLINES CONSENT to receive electronic communications or correspondence ("communications"), which may be in the form of emails, text messages or SMS, or picture messages or MMS. If Client consents, Client acknowledges and agrees that such communications shall be treated as all other communications under this Agreement.

Client may submit a written withdrawal of consent to receive electronic communications, or request printed copies of specified communications or correspondence at any time.

VI. FEE PAYMENT AND SCHEDULE

Client agrees to pay a NON-REFUNDABLE:  FLAT  CONTINGENT  HYBRID  RETAINER fee of \$5,000.00 on the following basis and terms:

The \$5,000 retainer amount will held in trust by the Attorney. Client will be billed hourly for services at a rate of \$175.00. Court or administrative appearances will be billed hourly at \$225.00. Client retainer amount shall maintain the retainer amount at or above \$2,000.00.

Client understands and acknowledges that the Attorney will not represent the Client or appear on the Client's behalf until the retainer fee has been paid by the Client. If the fee is not paid as indicated here, Client understands that this Fee Agreement is null and void.

\_\_\_\_\_



REPRESENTATION AGREEMENT AND CONTRACT | 2/4

Client consents to that failure to abide the payment schedule will result in Attorney withdrawing from representation. Client acknowledges and agrees that the agreed upon fee for the Attorney's services—whether paid partially or in full—is earned by the Attorney upon receipt and is not an hourly or per diem Fee. Client again acknowledges and agrees that all payments for services rendered—whether full or partial payments—are NON-REFUNDABLE. Said earned fees for services rendered becomes property of the Attorney upon receipt and therefore may be utilized by the Attorney as income.



Client agrees that if such Fee is not treated as stated herein, as a NON-REFUNDABLE Fee, then the Attorney will bill the Client for professional services at the agreed upon hourly rate(s). The Attorney's skill, experience, reputation in the legal field, and the Attorney's availability to engage in services on the Client's behalf are part of the consideration for the fee, and Client so acknowledges.

REPRESENTATION AGREEMENT AND CONTRACT | 3/4

**VII. EXPLANATION AND REQUIREMENTS OF RETAINER AMOUNT**

The retainer amount reflects the possibility that the Attorney may be prevented from taking on matters or work outside of this agreement due to time constraints and/or conflict of interest. Each month Client will receive an itemized statement of the work done and services performed on Client's behalf, and the balance of the the retainer amount. The Attorney will be paid out of the retainer amount, which the Attorney will hold in trust. Client maintains ownership of any unearned portions of the retainer amount, and that Client is required to maintain the retainer amount as stated herein.

Client acknowledges that the retainer amount does not extend to any additional matters not specifically addressed herein, including, but not limited to, stenographic or court-reporter costs, expert witness fees, computer costs, investigative costs, etc. The fee paid by Client to the Attorney shall represent legal fees only; the Client is solely responsible for such additional costs and all out-of-pocket expenses.

**VIII. APPLICATION OF FEE BEYOND THE TERMS OF THIS AGREEMENT**

Client agrees and acknowledges that there may be an additional fee due for the Attorney's required appearance at any trial or administrative hearing or other like proceeding.

**IX. RIGHT TO TERMINATE SERVICES**

Client has the right to terminate the Attorney's legal services at any time. Client shall do so in writing. Termination does not affect the terms of payment hereunder except that Client shall only pay the Attorney for services rendered up to the date of termination. The Client shall be entitled to any unearned portion of the retainer amount, if there be any such amount at the date of termination.

**X. ENTIRE AGREEMENT & SEVERABILITY**

This written Agreement represents the entire Agreement between the Client and the Attorney. Any amendments or modifications to this Agreement must be in a writing signed and agreed to by both the Client and the Attorney. Any provisions of this Agreement that may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity, and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

**XI. DISPUTES BETWEEN THE CLIENT AND THE ATTORNEY**

Both Parties agree and consent that any disputes between the Client and the Attorney of or concerning or otherwise arising out of this Agreement shall be submitted to mediation.

**XII. STATEMENT OF CLIENT UNDERSTANDING**

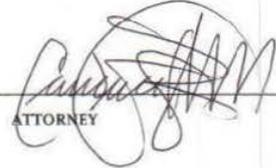
This Agreement is a formal legal contract for the Attorney's services. It protects both Parties, and is intended to prevent misunderstandings by outlining the rights and obligations of the Parties. Client acknowledges and assents that Client has read and understands all of the provisions herein, and that Client agrees to all said provisions.



**XIII. ATTORNEY-CLIENT PRIVILEGE AND CONFIDENTIALITY NOTICE**

Client is hereby put on notice that the information in this Agreement is subject to the Attorney-Client Privilege and Work Product doctrine, as provided in the Pennsylvania Rules of Evidence. This Agreement is confidential and is not to be disclosed to Third Persons or Parties other than those to whom disclosure is made in furtherance of the rendition of professional legal services.

REPRESENTATION AGREEMENT AND CONTRACT | 4/4

	<u>2-21-2013</u>		<u>03/04/13</u>
CLIENT	DATE	ATTORNEY	DATE

# EXHIBIT

# D

## EMPLOYMENT AGREEMENT

THIS AGREEMENT ("AGREEMENT" or "CONTRACT") for the position of and office of Pastor is made between

SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH  
6556 Shetland Street  
Pittsburgh, PA 15206  
("CHURCH")

and

REV. DR. WILLIAM DAVID LEE (AKA, W. DAVID LEE)  
11540 Clematis Blvd  
Penn Hills, PA 15235  
("DR. LEE"),

(collectively "PARTIES").

1. RECITALS
  - 1.1 WHEREAS, DR. LEE is a minister of the gospel in compliance with the requirements of Church and in compliance with federal, state and local laws;
  - 1.2 WHEREAS, DR. LEE is an experienced pastor, having pastor churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
  - 1.3 WHEREAS, the CHURCH is seeking a pastor to lead the CHURCH in spiritual and moral matters and to oversee the administration of the CHURCH's business matters and daily activities;
  - 1.4 WHEREAS, DR. LEE is ready, willing, and able to serve as pastor of the CHURCH;
  - 1.5 WHEREAS, the CHURCH—by its leadership (i.e., the Board of Deacons) and its congregation—has duly considered the application of DR. LEE to serve as the pastor of the CHURCH;
  - 1.6 WHEREAS, DR. LEE apparently qualifies to serve as pastor and to contribute to the success of the CHURCH in its spiritual, financial, physical and secular needs demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church; and
  - 1.7 WHEREAS, both PARTIES desire to enter into this CONTRACT on the terms and conditions set forth herein, and in consideration of the rights and obligations hereunder, the PARTIES agree and assent as follows:

## 2. Employment and Duties

The pastor's duties and responsibilities under this Agreement ("PASTORAL DUTIES AND RESPONSIBILITIES") are as follows:

- 2.1 The pastor will perform all duties assigned to him by the CHURCH from time to time, including but not limited to the following sacerdotal functions and administrative duties: 1)

baptisms; 2) weddings; 3) funerals; 4) communions; 5) teaching; 6) baby dedications; 7) spiritual counseling; 8) administration of CHURCH affairs; and 9) regular conduction of CHURCH worship services. The pastor is to render all PASTORAL DUTIES AND RESPONSIBILITIES to the best of his abilities and in good faith.

2.2 The pastor shall devote such of his time and energies as may be necessary for the performance of all PASTORAL DUTIES AND RESPONSIBILITIES.

2.3 As the CHURCH finds its headship under the Lord Jesus Christ and in its pastor, the pastor will be the chief executive officer (CEO) of the Board and has sole authority and control of hiring/firing and supervising all CHURCH's paid staff.

Pursuant to his supervisory authority, the pastor will also oversee and govern the invitation of any speaker, teacher, or minister to any meeting or gathering held by the CHURCH.

The pastor shall also have the authority to recommend any assistants reasonably necessary to properly perform the CHURCH's ministry.

2.4 The Pastor will be the ex-officio chairmen of the CHURCH Board of Deacons, and ex-officio chairmen of all standing Church boards, auxiliaries and/or committees throughout the term of this Agreement. As ex-officio chairmen, the Pastor may attend all meetings of the Board of Deacons and standing boards, auxiliaries and/or committees.

2.5 The pastor shall lead the pastoral ministries of the CHURCH and shall work with the Deacons and CHURCH staff in achieving the CHURCH's mission of proclaiming the Gospel to believers and unbelievers. The pastor shall be a member of the CHURCH, and serve as moderator at business meetings of the members.

### 3. Term and Renewal

3.1 The initial term of this AGREEMENT shall be for a period of twenty (20) years, beginning on December 1, 2012 and expiring on December 31, 2032 ("INITIAL TERM"), subject to the termination provisions of this AGREEMENT.

3.2 Unless the CHURCH, after congregational vote, notifies the pastor in writing, at least (90) days before the expiration of the INITIAL TERM that the CHURCH does not desire to extend the terms of this AGREEMENT, the terms of this AGREEMENT shall automatically extend for an additional period of ten (10) years.

### 4. COMPENSATION

The pastor shall be compensated for services rendered pursuant to this AGREEMENT as follows:

4.2 Salary: The CHURCH shall pay the pastor a base salary of \$80,000 in semi-monthly installments (on the 15<sup>th</sup> and 30<sup>th</sup> days of each calendar month) during the term of

this AGREEMENT. The pastor shall be considered an employee of the CHURCH and his salary will be reported as wages on Form W-2 each year. In addition, the pastor and Deacons board shall reconsider the increase (decrease in pastor's package is not up for discussion) of pastor's package as they deem necessary, any agreement made between pastor and Deacon Board must be approved by the Church. Furthermore, there shall not be any decrease in pastor's salary and/or compensation or benefit package without Dr. Lee's approval. The church or the deacon board cannot at anytime vote on decreasing the salary or benefit package of the pastor.

4.3 Housing Allowance: The CHURCH will provide the pastor with either a parsonage in kind or a housing allowance in compliance with Section 107 of the Internal Revenue Code.

In the event CHURCH provides a parsonage in kind, the parsonage will be equipped and furnished in a dignified manner and to the reasonable satisfaction of pastor so that Pastor and his family will be able to maintain a standard of living comparable to the needs and requirements of a pastor of the Church. In the event a Section 107 housing allowance is provided to Pastor, such allowance will be sufficient to accommodate Pastor's actual housing expenses as allowed under applicable tax regulations not to exceed \$25,000.00.

In no circumstances will this housing allowance exceed the actual expenses associated with the purchase or rental, maintenance, furnishing, utilities, upkeep and other allowable expenses associated with such housing.

The amount given for Housing, whether in kind or allowance, is not included in the base salary, an amount in addition to the base salary of \$25,000.00.

4.4 Car Allowance: The church shall provide the pastor with a car allowance of \$12,500.00. The church is not responsible for repairs and/or gas or insurance of the pastor's vehicle.

The amount given for a Car Allowance is not included in the base salary, an amount in addition to the base salary.

4.5 The Church shall provide the pastor with an allowance for travel to Conventions in the amount of \$3,220.80

The amount given for Conventions is not included in the base salary, an amount in addition to the base salary.

4.6 The Church shall provide Retirement in the amount of \$17,779.00.

## 5. BENEFITS

The pastor will also receive the following benefits during this Agreement:

5.1 Life Insurance: [The PARTIES may revisit this provision at a later time and

AGREEMENT].

- 5.2 The Church shall provide the pastor with Health Insurance expense in the amount of \$8,400.00.
- 5.3 Disability Insurance: [The PARTIES may revisit this provision at a later time and reduce their agreement concerning the same to a written addendum of this AGREEMENT].
- 5.4 Vacation: The pastor will receive thirty-six (36) days of paid vacation during each calendar year during the term of this AGREEMENT. Additional annual vacation time may be arranged for the pastor by agreement with the CHURCH, provided it has been approved by the congregation. The pastor's vacation time need not be consecutive but may not be accumulated from year to year; unused vacation time will not lapse. The pastor may also take as vacation time all days when the CHURCH offices are closed for holidays or for other reasons.

## 6. EXPENSES

- 6.1 Expenses: The CHURCH shall reimburse the pastor for any reasonable actual out-of-pocket expenses advanced in the performance of the services described herein, consistent with the CHURCH's Expense Reimbursement Policy (copy attached). All such expenses must be substantiated by receipts, invoices or other proofs of payment of charges incurred.

## 7. REPRESENTATIONS AND WARRANTIES

DR. LEE warrants and represents that he:

- a) Is a minister of the gospel in compliance with the requirements of CHURCH and in compliance with federal, state and local laws;
- b) Is an experienced pastor, having pastored churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
- c) Will abide by the employment policies and procedures existing or established by the CHURCH from time to time; and
- d) Will attend all regularly scheduled CHURCH meetings and other official job functions unless illness or emergency makes attendance impossible or impractical.

## 8. EXCLUSIVITY OF EMPLOYMENT

The pastor agrees not to be employed, nor to engage in activities substantially similar to those covered by this AGREEMENT, for any other entity, employer or organization without CHURCH's prior written consent. The pastor hereby represents the CHURCH that he is not currently under any contract of employment with any other employer, and that he is not party to any contract which would prevent or conflict with his performance under this AGREEMENT.

## 9. CONFIDENTIALITY

9.1 Neither of the PARTIES may not at any time disclose or authorize anyone to disclose any confidential matter relating to the personnel, financial or other affairs of CHURCH, its employees, agents, officers, members, regular attendees or any affiliated organizations and all such information must be kept confidential and may not in any manner be revealed to any person.

9.2 The PARTIES agree that to the fullest extent permitted by law, each of them shall keep the terms and conditions of this AGREEMENT confidential and will not disclose any of the information herein to any person except, to the extent necessary, to those persons who will have a need to know specific information for the purposes of managing the party's financial or legal matters, or complying with federal, state or local laws, rules or regulations, such as attorneys, accountants and tax advisors or preparers.

Nothing contained herein will prevent the parties from disclosing the fact that this AGREEMENT exists. Further, this AGREEMENT may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this AGREEMENT.

#### 10. Copyright Ownership

All works created or produced by the pastor within the scope of employment and all copyrights derived there from will remain the exclusive property of CHURCH free from any royalty obligations to the pastor, but the CHURCH will give proper credit to Pastor for authorship where appropriate.

#### 11. Equitable Relief

The parties agree that each of the terms of paragraphs 7 through 11 above is a material term of this Agreement which is intended to be for the Church's benefit and enforceable directly by the Church. Pastor agrees that in the event of his breach of any of the provisions of paragraphs 7 through 11 above, any remedy at law (including money damages) is insufficient to protect the Church's interests and the Church will be entitled to specific performance hereof or injunctive relief against Pastor, or both, in addition to money damages or other relief to which the Church may be entitled, and Pastor further waives any requirement for the securing or posting of any bond in connection with obtaining such equitable relief.

#### 12. Termination

12.1 Automatic Termination: This AGREEMENT will automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party.

In addition, this AGREEMENT will automatically terminate upon the death of the pastor.

12.2 Termination without Cause: At any time after March 9, 2013 either party may terminate this AGREEMENT upon ninety (90) days written notice without cause.

If this AGREEMENT is terminated by the CHURCH without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding and payroll taxes) he would otherwise be entitled to receive for the unexpired term of this AGREEMENT (excluding extensions which have not yet begun), payable at the time the salary payments would otherwise be made, but reduced after five (5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. The payments shall be in full settlement of any claims the pastor may have against the CHURCH.

If this AGREEMENT is terminated by the Pastor without cause, the CHURCH will have no further obligation to Pastor except to pay his compensation and benefits through the date of termination, and Pastor will be obligated for the remainder of the term of this Agreement (excluding extensions which have not yet begun) to make himself available to the CHURCH when so requested by it for consultation without compensation at reasonable times requested by the CHURCH. Pastor's obligation to consult with the CHURCH shall be deemed for all purposes as a satisfaction of all claims the CHURCH may have against the Pastor.

12.3 Termination for Cause: This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this AGREEMENT by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the CHURCH may have under this Agreement or by law, it is agreed that the CHURCH may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense ("serious offense")—including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a violation of applicable law (except for misdemeanors or traffic offenses); or
- ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

12.4 Procedural Requirements: If this AGREEMENT is proposed to be terminated by the CHURCH for cause as a result of the Pastor committing any serious offense, the matter must be brought before the CHURCH's Deacon Board. If the Board recommends a termination of this Agreement for cause based on any serious offense, the recommendation must be presented to the congregation of the CHURCH and put to a vote during a special meeting called for that purpose. In such event,

this AGREEMENT may be terminated only upon the approval of the congregation.

The associate pastor or such other person as may be designated by the Deacon Board will chair the congregational meeting, and the order of business at such meeting will be as follows: 1) roll call; 2) presentation of evidence by the personnel Committee chair or its designee; 3) presentation of case by the pastor or his designee; 4) rebuttal evidence presented by the Deacon Board; 5) testimony from members of the congregation; and 6) the matter shall be put to a vote.

- 12.5 Compensation and Benefits: Except as otherwise provided above, the pastor's compensation and benefits are payable through the date of termination. Any compensation or benefits payable to pastor for the period prior to termination shall be prorated on a daily basis.
- 12.6 The Church shall reimburse any legal fees or costs in the event that the pastor is ultimately vindicated in any criminal or civil matter relating to his official duties.

### 13. Choice of Successor

Under no circumstances will the pastor have the right to select or appoint a successor pastor of the CHURCH upon the termination of this AGREEMENT. Any successor pastor will be chosen by the CHURCH with the assistance of a Pastor Search Committee.

### 14. Notices

Any notice given under this AGREEMENT must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this AGREEMENT.

### 15. Assignment

This AGREEMENT shall inure to the benefit of the successors and assigns of CHURCH. However, the rights and obligations of the pastor under this AGREEMENT are personal to the pastor and are not assignable by Pastor to any other person (except for compensation for services rendered which may pass to the pastor's heirs, successors and permitted assigns as in event of the pastor's death).

### 16. Entire Agreement

This AGREEMENT contains the entire agreement between DR. LEE and the CHURCH, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

No supplements, modifications or amendments of this AGREEMENT shall be binding unless executed in writing by the parties.

#### 17. Advice of Counsel

Each of the PARTIES hereto, by its due execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with legal counsel, and/or each party has had the opportunity to receive independent legal advice with respect to the advisability of executing this AGREEMENT. Hereafter no party shall deny the validity of this AGREEMENT on the ground that the party did not have advice of legal counsel. The PARTIES agree that each shall bear their own costs and attorney's fees for all matters relating to the preparation and consummation of this AGREEMENT.

#### 18. General Provisions

The waiver of either of the PARTIES of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach hereof. This AGREEMENT constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship hereof. If any provision of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

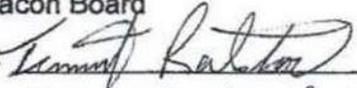
#### 19. GOVERNING LAW

This AGREEMENT shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the dates listed below.

Sixth Mount Zion Missionary Baptist Church

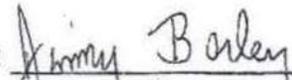
Deacon Board

By: 

Date: 3-20-2013

Print Name: Timothy Ralston

Title: Chairman of Deacon Board

By: 

Date: 3-20-13

Print Name: Jimmy Barley

Title: Dea/Trustee

Rev. Dr. W. David Lee



Date: 3/20/13

# EXHIBIT

# E

Clearly print first Name \_\_\_\_\_

Clearly Print Last Name \_\_\_\_\_

Signature \_\_\_\_\_

## Special Call Meeting

# Sixth Mount Zion Missionary Baptist Church

*January 11, 2014*

*Lower Auditorium following Morning Worship*

## Purpose

*Review and act upon member-mandated details that support unanimous recommendations of deacons and trustees to:*

- *vacate the pulpit immediately*
- *void the pastor's 'employment contract' and*
- *approve the suggested severance terms*

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**Findings A:**  
**Failures in Financial Stewardship**

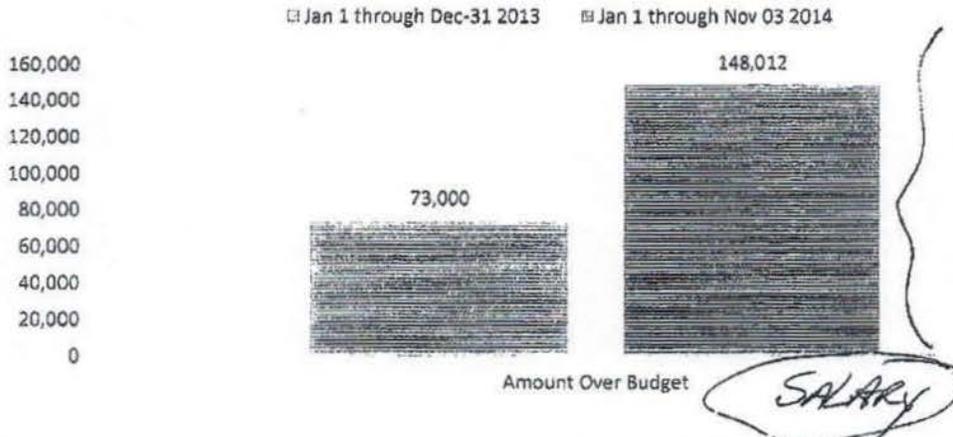
- 
1. Over-budget spending is ballooning
  2. Cash available is less than cash needed to pay bills
  3. Available credit lines are shrinking fast
- 



**RISKS OF**  
Insolvency  
Property Liquidations  
Bankruptcy

# 1. Over-budget spending is ballooning

## SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH PROFIT & LOSS STATEMENT: BUDGET VS. ACTUAL



Pastor Lee set the 2013 budget based on the annual budget approved during the year just preceding his becoming Pastor at SMZBC.

That spending exceeded budget by at least \$73,000 in 2013 and by more than \$148,000 in 2014 suggests that (a) expenditures under Pastor Lee’s tenure had exploded over the budget set by his predecessor and (b) expenditures had ballooned even further during the second year of Pastor Lee’s tenure. Indeed, by this measure, expenditures over budget more than doubled toward the end of Pastor Lee’s second year.

\*?  
NOT  
CORRECT

At minimum, this sharp ballooning of funding shortfall would suggest that the church has been living, under Pastor’s Lee’s leadership, in a dream state unsustainable by our usual source of revenues—tithes and offerings. Moreover, the trend here indicates the problem is worse now than it was when Pastor Lee first took office—indeed, it is worse now than any deacon or trustee can remember historically.

IN-  
CORRECT

## 2. Cash available is less than cash needed to pay bills

Disbursement Report  
Sixth Mount Zion Missionary Baptist Church

**T**HE FOLLOWING FINANCIAL STATEMENT entails the recording and disbursements of Church expenses made on Dec. 4, 2014. At this time there was a total of \$5,284.36 in the General Account typically used to pay expenses and \$9,305.70 in the SEED account which is the income from Church properties. That brings the final liquid assets at this time to the sum of \$14,590.06.

**Payroll Disbursements**

1. \$5,157.13 Compensation Package for Pastor
2. \$309.46 Salary for Janitor
3. \$200.00 Salary for Minister of Music

Total  
Payroll: \$5,666.59

*INCORRECT*

*DECLINE  
TITHES/OFFERING  
CREDIT - DECLINED  
BECAUSE OF INCOME*

**Operating Expense Disbursements**

1. Duquesne Light (Acct# 667904000)	\$1,452.78
2. Duquesne Light (Acct# 233087000)	\$ 17.42
3. Pitney Bowes - Postage Machine	\$ 110.10
4. Iron City - Front Rugs cleaned	\$ 93.08
5. PWS	\$ 656.67
6. Verizon - Phone Bill	\$ 701.01
7. SSA - Security	\$ 100.02
8. Waste Management	\$ 1,627.35
9. Pittsburgh Parking - Van Ticket	\$ 58.00
10. Sam's Club - Church Supplies	\$ 593.00
11. Witt Pest Control	\$ 97.65
12. Witt Pest Control	\$ 185.65
13. Alarm Permit	\$ 75.00
14. Mihm Equipment - Workshop Stage	\$ 13.24
15. PWSA - 6555 Armstrong	\$ 168.74
16. Dietz Electronics - Church Alarm	\$ 105.08
17. Staples - Supplies	\$ 114.46
18. ABCO - Stove Hood Cleaning	\$ 364.75
19. Greg Williams - Property Supplies	\$ 300.00
20. Family Christian - Sunday school	\$ 22.07
21. Batteries and Bulbs	\$ 253.37
22. Sisterson - Audit Fee	\$ 713.55
23. Marathon Fleet - Van Fuel	\$ 580.57

Total  
Operating: \$8,603.56

## Outstanding (Long Overdue) Bills

1. MMBB Insurance – Pastor’s Retirement	\$ 444.80
2. Church Mutual – Church Insurance	\$5,547.03
3. Toshiba – Copier Lease and Supplies	\$2,742.63
4. Comcast	\$ 358.14
5. Home Depot	\$1,079.00
6. Leslie Smith—Website Development	\$4,000.00

Total: \$14,171.06

## December 4, 2014 Summary of Assets and Disbursements

Starting Liquid Assets	\$14,590.16
Total Disbursements Made	\$14,270.15
Assets minus Disbursements	\$ 320.01
Outstanding (Overdue) Bills	(\$14,171.06)
Net Assets Available	(\$ 13,851.05)

**Post Note 1:** Of total December disbursements paid (\$14,270.15), 64% of this total was taken from rental income generated from church properties (\$9,305.70). Only 36% of disbursements paid were taken from tithes and offerings—the primary reason for ballooning costs relative to the budget projected by Pastor Lee. Originally the purchase and rental of these properties affirmed a commitment to serving needs of the poor. Now this income from the poor increasingly is serving needs of the church. Even so, income from church properties is no longer sufficient to cover outstanding and accelerating indebtedness. Without remedy, this situation could lead to insolvency or worse.

**Post Note 2:** There exists the possibility, now being investigated, that some portion of dedicated funds—gifts made to the church in excess of \$30,000—may have been ‘borrowed against’ to cover expenses of the church. If this should prove to be so, we would be obligated to replenish these fund, thus increasing the category of Outstanding (Overdue) Bills.

**Post Note 3:** On Monday, December 22, 2014, our telephone carrier cut off telephone service to the church because of accumulated arrearage. Preplanning and foresight alone cannot overcome surprises and disappointments of this sort because of chronic negative cash flow problems created under Pastor Lee’s stewardship—an implication which if uncorrected could set to ruin our local, national, and international reputation.

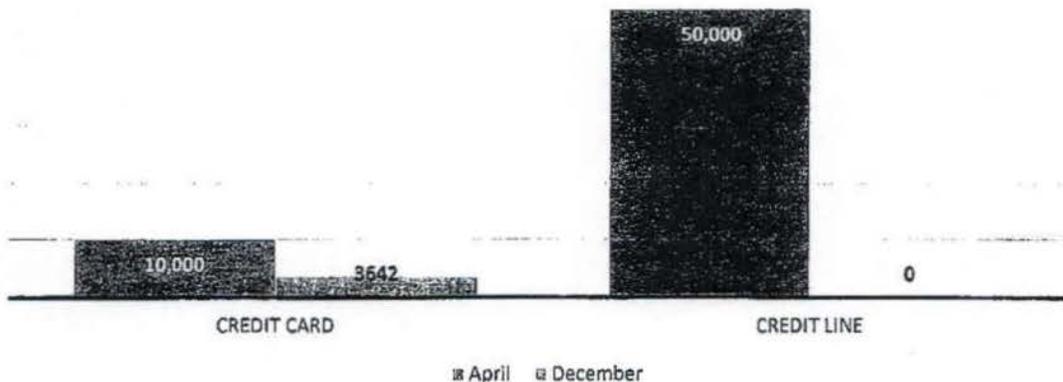
### 3. Available credit lines are shrinking fast

In April of 2014, the church established three lines of credit with S & T Bank:

- \$10,000 for time-to-time credit card purchases in support of the ministries (e.g., equipment, supplies);
- \$50,000 for essential costs of the ministry (e.g., salary) not covered by tithes, offerings, and income from rental properties; and
- \$50,000 loan to purchase the pastor's car which is held in the church's name. The pastor is responsible for making monthly payments on this loan which is secured by the church which formally owns it. His payments which cover both the loan service and pay down on the principal are up to date thus far.

On the first two loans, however, we note the following pattern.

#### 2014 Borrowing Pattern on Two Credit Lines at S & T Bank



The April \$60,000 face value of these loans has been exhausted by the volume of borrowing over the last 9 months except for \$3,642 that remains. The intent of this graphing is to convey how quickly these loans were drawn down over a relatively short period of time. Our paying only the minimum fees on the loan service for both but nothing on the loan principal fails to strengthen our creditworthiness which may well be needed to work our way out of our cash-deficit situation. In this day and age, if you don't have cash or credit, you can't pay your bills or pursue your vision—an historically unfamiliar, intolerable, and unacceptable ill-positioning for a church with an earned reputation for leadership and service locally, nationally, and internationally.

**Findings B:**  
**Failures in Spiritual Stewardship**

- 
1. Drop in number of registered members
  2. Drop in number of Sunday morning worshippers
  3. Drop in level of tithes and offerings
- 



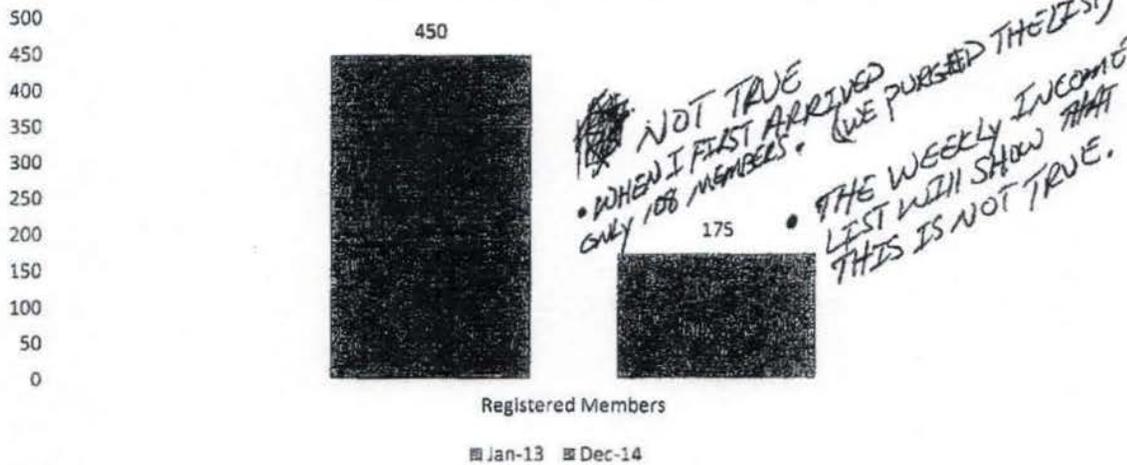
**DIMISHED CAPACITY TO FULFILL THE GREAT MISSION, Matt 28: 19-20:**

- to attract new souls to Christ,
- to cultivate new ambassadors for Christ, and
- to transform families, neighborhoods, and the city for Christ.

### 1. Drop in number of registered members

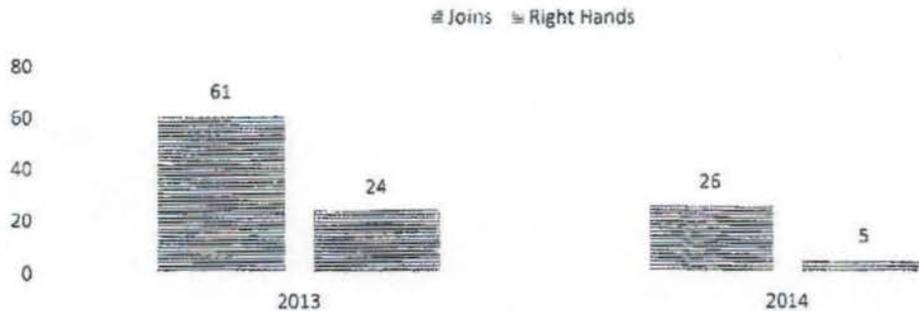
- From January 2013, shortly after the start of Pastor Lee’s tenure, to December 2014, almost two years later, **there has been a 61 percent decrease in number of registered members—from 450 to 175.**

January 2013 to December 2014 Changes in Number of Registered Members



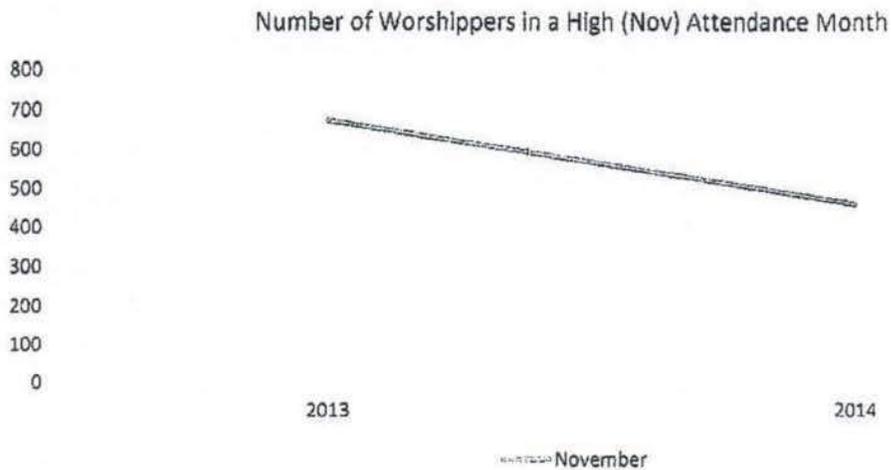
- Of the 87 persons joining church between 2013 and 2014, only 29 or 33% have received the right hand of fellowship—the final but required standard for membership. These 29 constitute nearly 17 percent of the 175 currently registered members. In most instances the pastor alone has assumed personal responsibility for the orientation and training of persons joining the church.

2013 AND 2014 PROFILE OF NEW MEMBERS JOINING AND RECEIVING THE RIGHT HAND OF FELLOWSHIP



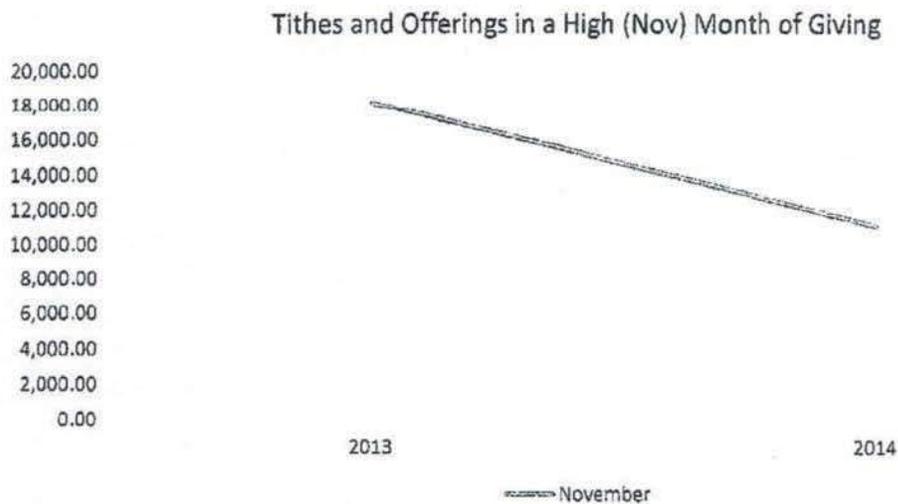
## 2. Drop in number of Sunday morning worshippers

- **Nov 2013 vs. Nov 2014: There was a 32 percent drop in attendance.**



## 3. Drop in level of tithes and offerings

- **Nov 2013 vs. Nov 2014: There was a 39 percent drop in giving.**



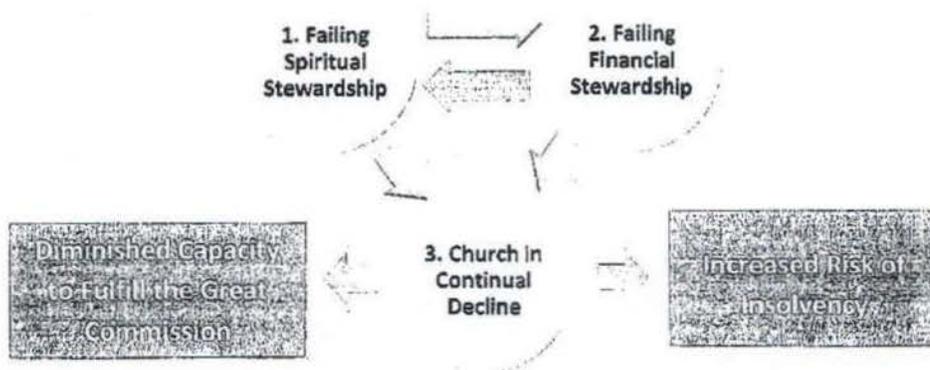
REFLECTIONS ON OUR CAPACITY TO FULFILL THE GREAT MISSION, Matt. 28: 19-20:

- **to attract new souls to Christ:** From the first to second year of leadership under Pastor Lee, the number of persons receiving the right hand of fellowship decreased by 79 percent, from 24 to 5. We would characterize this as a dramatic decline in attracting new souls for Christ.
- **to cultivate new ambassadors for Christ:** New growth in edifying, mentoring, fellowshiping, and serving opportunities among members at every level of Christian experience are key considerations in forming judgments in this area. Here is our judgment. *On the positive side* is the substantial edification and fellowship agenda of Jubilant Women over both years. The Greeters also were formed and successfully maintained their ministry over both years as they reached out to members and visitors alike. During year two, the Healing and Restoration Ministry, The Twelve Tribes for Deacons' Ministry, and The Food Ministry were established and implemented successfully. *On the marginal to negative side*, all of the usher boards except the children's usher board decided to step down during year two. The men's ministry which was slow in getting off the ground in year one, flounder pretty badly in year two. Although 2 of 4 deacons-in-training were ordained, both the first female deacons ever ordained at Sixth, only 2 of 6 deaconesses completed their training. The mass choir dwindled in number from year one to year

two. The Culinary Ministry with years of dedicated service to the fellowship was sat down, and expanded goals for missions and evangelism never got off the ground. Finally we must note that our Church School—so vital to the spiritual formation and development of our infants, children, adolescents, and adults—barely got off the ground during years one or two. Our overall judgment is that our capacity to cultivate new ambassadors for Christ has grown progressively more negative than positive over the two years of Pastor Lee's leadership.

- **to transform families, neighborhoods, and the city for Christ.** Under Pastor's leadership we were unable to launch *and* sustain the type of ministries likely to promote the spiritual health of families, neighborhoods, and the city. We conclude Pastor Lee has failed during both years to launch and sustain ministries that help to transform local and public places where our children and families live.

Our prediction for the future under Pastor Lee's leadership is summarized in the following graph:



## Findings C:

Pastor's Failure to Provide Vital Information

Requested by Church Leaders

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See next page

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Examples of Items Requested with Delayed or No Response from Pastor  
January 5, 2014

- \* YOU HAVE THAT INFORMATION  
I COULDN'T, THAT I ~~COULDN'T~~ DON'T HAVE ACCESS TO THE INFORMATION
- Queries on when to share with the full church the expanding use of rental funds to meet church expenses; *NOT TRUE.*
  - Queries on when to present to the full church the need to revisit the maximum amounts of rental money that can be used to meet church expenses; *NOT TRUE*
  - Queries on precisely how to close the expanding deficit between budgeted expenses and actual revenues; *NOT TRUE*
  - Queries on results of previous audits; *(I WAS NEVER ASKED)*
  - Queries on the wisdom of purchasing Lamington Home properties which legal council had advised against; *(WE NEVER CONTINUED TO GO AFTER LAMINGTON HOMES.)*
  - Queries on when the next full church meeting was to be held; *(1/18/15) THIRD SUNDAY*
  - Access to accounting records only when the board threatened to fire the current financial team. *NOT TRUE*

**Recommendation 1—vacate the pulpit immediately is based on:**

1. *Pastor Lee's failures in financial stewardship* (pp. 3-7)
2. *Pastor Lee's failures in spiritual stewardship* (pp. 8-12)
3. *Pastor Lee's failure to provide vital information to church leaders* (pp. 13-14)

**Recommendation 2—void the pastor's 'employment contract' [SUM] based on:**

1. *The Voice of Precedence:* The historical record is clear that the church periodically reviews previously approved policies, procedures, and contracts and routinely exercises the option to affirm, modify, or terminate these instruments based on prior experience or future interest. Based on our prior experience standard, Pastor Lee's documented failures in financial, spiritual, and corporate stewardship support our recommendation to void his 'employment contract'. Based on our future interest standard, Pastor Lee's 'employment contract' which could require future payments to him—even years beyond termination of his contract—would surely bankrupt the church and deny its capacity and right to exist. On both grounds, then, prior experience and future interest, we urge the church to void Pastor Lee's 'employment contract' which was approved formerly by the church on April 7, 2013.
2. *The Voice of Sovereignty:* The church under Baptist polity is sovereign—not the pastor, not the deacons, not the trustees. No one has the final voice on the pastor's 'employment contract' but the church. The church's final vote on this matter is the final word on this matter, and we urge you to cast your vote to void this contract.
3. *The Voice of Pastor:* In the April 7, 2013 call meeting of the church, Pastor Lee said: "If the church declines and the church is not going in the direction that we think the church ought to go, if the church declines and the church is just dying, that's a cause [for breaking the contract], because it is my pastoral responsibility and duty to make sure that the church grows and the church becomes better than the way I received it." These words of Pastor Lee which we evaluate in relation to his documented failures in financial, spiritual, and corporate stewardship would suggest that the time has now come—even in Pastor Lee's own words—to void this 'employment contract' for due or just cause.

**Recommendation 3—approve the suggested severance terms:**

1. *Pastor's Remuneration:* to be paid \$10,314.26 through the month of January, 2015. Because of our current cash flow crisis, payment may have to be spread out over the months of January and February, 2015.
2. *Pastor's car:* Pastor Lee makes monthly payments on this car which is owned by the church which secured the loan for it. As part of the severance terms, Pastor Lee will surrender keys to the car which then will be sold by the church. After the car is sold, Pastor Lee will be reimbursed within 30 days for the equity he has paid into the car.
3. *Keys, Passwords, and Records:* keys to church and rental properties will be surrendered on dates and times established by the trustees along with any and all church records and church equipment and associated passwords or access codes.

---

## Secret Ballot for Votes on Recommendations 1, 2, and 3

---

I Vote to:	Circle	
1. Vacate the pulpit immediately	Yes	No
2. Void the pastor's 'employment contract'	Yes	No
3. <i>Approve the suggested severance terms</i>	Yes	No

**Note:** Two-thirds majority vote required for passage of Recommendation 1 to vacate the pulpit immediately; simple majority votes required for passage of Recommendations 2 and 3.

First, tear off this page only. Fold it over once and then pass it toward the aisle for collection so that your vote will count!

Second, after forwarding your vote, pass your copy of this report toward the aisle as it is critically important that we establish and maintain an official record of your having voted in today's call meeting.

Thank you for your cooperation!

Your servant leaders,  
Board of Deacons  
Board of Trustees

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE),	)	
	)	
Plaintiff,	)	Civil Action No. 15-1599
	)	
v.	)	Judge Nora Barry Fischer
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	<i>Electronically Filed</i>
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	
MISSIONARY BAPTIST CHURCH, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**DEFENDANT’S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF’S  
MOTION FOR SUMMARY JUDGMENT**

**AND NOW**, comes Defendant, Sixth Mount Zion Baptist Church of Pittsburgh, d/b/a Sixth Mount Zion Missionary Baptist Church, by and through its undersigned counsel, John W. Murtagh, Jr., Esquire, Alan E. Cech, Esquire and Murtagh, Hobough & Cech, LLC and files this Memorandum of Law in Opposition to Plaintiff’s Motion for Summary Judgment, as follows:

**A. INTRODUCTION**

In the present action, Plaintiff seeks to recover monies allegedly due him under an Employment Agreement (hereinafter “Agreement”) entered into by the parties on April 7, 2013.

Plaintiff has now filed a Motion for Summary Judgment claiming that the termination of his employment was not for “*cause*” and that, therefore, he is entitled to damages. The Plaintiff does not seek a specific amount of damages and, in fact, cannot seek a specific amount of damages because, while the Agreement allows for damages equal to the compensation to which Plaintiff would be entitled through the end of the Agreement (i.e., December 31, 2032) the

Agreement also provides for a reduction for any salary received by the Plaintiff after five years from the date of termination.

Moreover, the Plaintiff has not addressed the various defenses asserted by Defendant (i.e., lack of consideration, unconscionability, fraud in the inducement, fraud in the execution, duress, misrepresentation, failure of performance, and the existence of a subsequent agreement which modified the terms of the Agreement). These are legal defenses which are completely ignored by the Plaintiff.

The moving party meets his burden of demonstrating the absence of a genuine issue of material fact by pointing to an absence of evidence supporting an essential element as to which the non-moving party will bear the burden of proof at trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 325, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). Plaintiff has addressed nothing more than a single issue (i.e., whether there was cause for the termination of the Plaintiff's employment). Consequently, the Plaintiff's Motion for Summary Judgment must be denied.

## **B. STATEMENT OF THE FACTS**

Defendant incorporates its Concise Statement of Material Facts in Opposition to Plaintiff's Motion for Summary Judgment.

## C. LEGAL ARGUMENT

### 1. Summary Judgment Standard.

Summary judgment is appropriately entered “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” FED. R. Civ. P. 56(a). “A fact is material if it might affect the outcome of the suit under the governing law.” *Burton v. Teleflex Inc.*, 707 F.3d 417, 425 (3d Cir. 2013) (citation omitted). In deciding a motion for summary judgment, the Court’s function is not to weigh the evidence, to determine the truth of the matter, or to evaluate credibility. *See Montone v. City of New Jersey, et al.*, 709 F.3d 181 (3d Cir. 2013). Rather, the Court is only to determine whether the evidence of record is such that a reasonable jury could return a verdict for the non-moving party. *Id.* In evaluating the evidence, the Court must interpret the facts in the light most favorable to the non-moving party, and draw all reasonable inferences in favor of the non-movant. *Watson v. Abington Twp.*, 478 F.3d 144, 147 (3d Cir. 2007).

### 2. The Employment Agreement Authorized the Termination of Plaintiff’s Employment, For Cause, Where Plaintiff Failed to Meet the Goals Established by the Church.

The Plaintiff argues that the only grounds for a “*cause*” termination are contained in Section 12.3 i. and ii. of the Agreement (i.e., a serious moral or criminal offense, or incapacity). This argument is clearly erroneous as the Agreement states, in relevant part: “*Without limiting other rights or grounds for termination which the Church may have under this Agreement or by law, it is agreed that the Church may terminate this Agreement for cause upon the occurrence of any of the following events: ...*” (Agreement, Section 12.3) [Emphasis supplied.] This sentence

makes clear that the grounds for cause which are enumerated in Section 12.3 i. and ii. of the Agreement are not the only grounds for cause under the Agreement.

Section 12.3 of the Agreement, entitled "*Termination for Cause*" states in relevant part:

*This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the **material breach of the terms of this AGREEMENT** by the other party ...* [Emphasis supplied.]

*(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)*

As expressly stated, any material breach of the Agreement by either party provides "*cause*" for termination.

The Agreement at issue is an Employment Agreement in which Plaintiff was hired to lead and grow the Church.

Section 1.6 of the Agreement states:

*WHEREAS, Dr. Lee apparently qualifies to serve as pastor and to **contribute to the success of the Church** in its spiritual, financial, physical and secular needs demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church;* [Emphasis supplied.]

*(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)*

Section 2.5 of the Agreement states:

*The pastor shall lead the pastoral ministries of the CHURCH and shall work with the DEACONS and CHURCH staff in **achieving the CHURCH'S mission of proclaiming the GOSPEL to believers and unbelievers.** ...* [Emphasis Supplied.]

*(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)*

The Plaintiff's duty, the *raison d'etre*, of the Agreement is the Plaintiff's achievement of the goals placed upon him by the Church. His failure to accomplish those goals constituted a material breach of the Agreement and "*cause*" for termination. Any dispute on this point will be resolved in favor of Defendant after reviewing the Plaintiff's own words.

At the Church Call Meeting on April 7, 2013, the Agreement was presented to the congregation for review and approval. At that time, members of the congregation inquired as to the terms of the Agreement; including the conditions under which the Plaintiff's employment could be terminated. The Minutes of the Church Call Meeting are attached to the Deposition of Rev. Lee as Ex. "11" and are included in the Appendix to this Response. (*Defendant's Appendix, Ex. "A", Lee Deposition, Ex. "11"*)

At that meeting, the Plaintiff stated:

*"If the church is not going in the direction that we think the church ought to go, if the church declines and the church is just dying, that's cause, because it is my Pastor responsibility and duty to make sure that the church grows and the church becomes better than the way I received it." [Emphasis supplied.]*

Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

18 Q. Was that your statement at that time?  
19 A. Listen, no, I don't recall making that  
20 statement because I thought I understood what cause  
21 meant, but maybe that was the way I understood it, so  
22 maybe I did say it. I believe I did, but I'm not sure  
23 if it was -- if anything was cut out or not, because I  
24 don't know that I would just leave it there.

*(Defendant's Appendix, Ex. "A", Lee Deposition, 74:18 to 74:24)*

At that meeting of April 8, 2013, the Plaintiff also stated:

*But if just want to get used to the money and some do, then you have a right, because there is a clause that says that just cause, because the church is not growing, the church is stagnant, the church is not a better place. You have a right to call for these Deacons and any member of the church to have me to vacate the pulpit. [Emphasis supplied.]*

Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

12 Q. Do you recall that statement?

13 A. Again, that might have been how I understood it

14 at that point, and if it said that's what I said, I

15 believe I said it, but, again, I didn't have an

16 attorney to represent me, so maybe I misunderstood what

17 just cause meant and their attorney put it together.

*(Defendant's Appendix, Ex. "A", Lee Deposition, 75:2 to 75:17)*

At that meeting of April 7, 2013, the Plaintiff also stated :

*"The clause says, if I don't perform my duties well, I'm out. Help me out, I'm giving you a clause to make sure you'll don't get stuck with somebody you don't want, it's in there."*

Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

15 Q. Do you remember that statement?

16 A. Right. But, one, I believe that was towards

17 the question about the 20 years, the limit, so it's not

18 for life. And then what did I say? Yeah, outside of

19 that, because I'm saying that you don't get stuck, you  
20 don't get stuck with somebody who is going to -- where  
21 is that? I think somebody who is going to, you know,  
22 rob you or steal your money or do something crazy.  
23 You're not stuck with me just because we signed this  
24 contract, this contract was voted on, something like  
25 that, but I can't recall the exact context.

*(Defendant's Appendix, Ex. "A", Lee Deposition, 76:16 to 76:25)*

At a Church Meeting on April 28, 2013 the Plaintiff stated:

*"If I am not doing my job and the church is suffering, the church has every right to make sure it protects the church, because you don't want the church to die. Now if you want to do it in spite of church doing what church is doing and we are doing well, no you can't do it, that's where the employment clause came in without cause."*

The Minutes of the Church Meeting of April 28, 2013 are attached to the Deposition of Rev. Lee as Ex. "13" and are included in the Appendix to this Response. *(Defendant's Appendix, Ex. "A", Lee Deposition, Ex. "13")*

With respect to a Church Meeting on April 28, 2013 Plaintiff testified at his deposition of September 27, 2016, as follows:

18 Q. And then going down from that six lines  
19 beneath that, there is a sentence that starts, "What  
20 cause is: Not doing well, not serving."  
21 So was that your understanding that, in fact,  
22 you can be terminated if the church is not doing well?

23 A. You're misunderstanding the whole context of  
24 what I was saying here. Again, it was in the context  
25 of not fighting the pastor, and the reason why we're

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1 putting the contract in place is because the church had  
2 the reputation of getting rid of their pastors, and I  
3 said to them -- and I believe it's in the minutes here  
4 somewhere. You have to read it. I also stated that  
5 after reading the minutes and all of the turmoil that  
6 my predecessors have gone through and then also what I  
7 faced since I walked in the door, the contract is in  
8 place to make sure that you just can't get upset and  
9 just say you want to get rid of me.

10 What am I saying here? Just on what they did,  
11 they started conspiring to not give in the offering  
12 and say it's my fault. That's not my fault because  
13 you're mad at me and you're helping everybody else and  
14 telling them not to give so our financial -- finances  
15 go down, which they did. Then you're running people  
16 that we brought in away from the church so our  
17 attendance goes down.

18 So when you're intentionally undermining the  
19 leadership, I'm saying in that context when you're

20 doing it, no, you just can't get rid of me, but if we  
21 work together and it just doesn't work out, you won't  
22 have to ask me to leave. I will leave. That's the  
23 context and that's what we're -- that's what's not  
24 clear in these minutes. I was there for four months  
25 already, five months, and I was talking in the sense

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1 that everybody in the congregation knew what I was  
2 talking about. That's why they were saying amen and  
3 applauding, because they knew that I was protecting  
4 myself from just people trying to -- those who wanted  
5 to disrupt the congregation spiritually and do it by  
6 undermining the ministry by holding back on their  
7 resources, by running people away from the church, and  
8 then you're going to say it's my fault. That doesn't  
9 make any sense to me.

10 So that's the context that I was speaking to,  
11 not the context of, oh, just because the church went  
12 down. Well, why did the finances decrease, why did  
13 the members leave, what happened? How did you give me  
14 double my salary and my benefits in six months if we  
15 were doing so poorly? Come on. I mean, that doesn't  
16 even make sense.

*(Defendant's Appendix, Ex. "A", Lee Deposition, 98:18 to 100:16)*

It is clear, from the Plaintiff's own statements and testimony, that his failure to achieve the goals set for him by the Church and to properly lead and grow the Church, and to allow it to decline and stagnate, constituted a material breach which created "**cause**" for termination.

**3. The Materiality of a Breach of Contract is a Fact Question for the Jury.**

Notwithstanding the fact that the Plaintiff admitted that his failure to meet the goals of the Church would constitute a material breach of the Agreement and cause for his termination, Pennsylvania law is clear that the materiality of a breach is a question for the jury.

We emphasize that we and other courts consistently have treated inquiries into the materiality of a given breach as fact questions rather than questions of law to be decided from the bench. See *Ott*, 541 A.2d at 1145 (citing 17 Am.Jur.2d § 365); *Sands v. Wagner*, No. 4:01-CV-1475, 2006 WL 1094555, at \*3 (M.D.Pa. April 25, 2006) (" [T]he question whether there has been a material breach [under Pennsylvania law] is ordinarily for the jury." (citation and internal quotation marks omitted)); cf. *Cameron v. Berger*, 336 Pa. 229, 7 A.2d 293, 296 (1939) ("[W]here an insurer seeks to avoid liability for lack of co-operation, the question whether there has been a material breach of the condition is ordinarily for the jury.").

*International Diamond Importers, Ltd. v. Singularity Clark, L.P.*, 2012 PA Super 71, 40 A.3d 1261 (2012). "State law controls whether a breach is material." *In re Gen. DataComm Indus., Inc.*, 407 F.3d 616, 627 (3d Cir. 2005).

There are cases in which the Court, when presented with evidence which is "undisputed or sufficiently lopsided", may decide whether a breach is material, as a matter of law. The present case is clearly not such an instance and the issue must be decided by a jury.

The United States Court of Appeals for the Third Circuit has also acknowledged that a "breach is material when it goes to the essence of the contract," and "if the materiality question in a given case admits of only one reasonable answer (because the evidence . . . is **either undisputed or sufficiently lopsided**), then the court must intervene and address what is ordinarily a factual question as a

question of law.” *Norfolk S. Ry. Co. v. Basell USA Inc.*, 512 F.3d 86, 92-93 (3d Cir. 2008) (emphasis added). Thus, in certain situations, Pennsylvania courts and the Third Circuit have concluded that it can be appropriate to answer the materiality inquiry as a matter of law. See also *KDH Elec. Sys., Inc. v. Curtis Tech. Ltd.*, 826 F.Supp.2d 782, 797 (E.D. Pa. 2011) (acknowledging summary judgment is appropriate if the materiality inquiry admits of only one reasonable answer). [Emphasis supplied]

*Paramount Financial Communications, Inc. v. Broadridge Investor Communication Solutions, Inc.*, (E.D. PA Civil Action 15-405, February 7, 2017).

**4. The Defendant Has Proffered Evidence to Support the Claim That Plaintiff Had Materially Breached the Agreement, Thereby Presenting a Genuine Issue of Material Fact.**

In support of its claim that the Plaintiff materially breached the Agreement, the Defendant has presented the statements and testimony of the Plaintiff, himself, given on April 7, 2013, April 28, 2013 and September 27, 2016 in which he not only stated his belief that his failure to meet the goals of the Church constituted cause for termination, but that he counseled the congregation on that very point prior to its acceptance of the Agreement.

Defendant has also presented the testimony of Jerome Taylor who testified in deposition that: (References are to Defendant’s Concise Statement of Material Facts)

38. A “joined” (*sic*) board of Deacons and Trustees began to “make serious inquiry about four things” with respect to Plaintiff Lee’s leadership of the Church in or about March, 2014, the second year of his tenure as Pastor. (*Defendant’s Appendix, Ex. “C”, Depo. of Jerome Taylor, 5:16 – 6:12*)

39. In the Defendant’s governing structure, the Deacons are responsible for the spiritual well-being of the Church and the Trustees are responsible for its financial well-being. (*Id. at 23*)

40. There was a “rather startling decline in the level of giving” to the Defendant Church, in terms of “tithes, offerings, donations” which “had diminished appreciably from the point of his initial tenure to that year of 2014.” (*Id. at 6*)

41. Tithes and offerings diminished 39% from November of 2013 to November of 2014. (*Id. at 7 and Exhibit “E” thereto. (Defendant’s Appendix, Ex. “C”, Depo. of Jerome Taylor, Ex. “E”)*)

42. Attendance at morning worship dropped 32% in the same period (*Id. at P. 8 and Exhibit “E” thereto. (Defendant’s Ex. “C”, Depo. of Jerome Taylor, Ex. “E”)*)

43. There was a 61% decrease in the registered members of the Church, from 450 to 175, from January 2013 through December 2014. (*Id. at 14:23 – 15:15 and Exhibit “E” thereto. (Defendant’s Appendix Ex. “C”, Depo. of J. Taylor, Ex. “E”)*)

44. Plaintiff Lee “decided he wanted to take over the training of the deacons” but he failed to follow through. (*Id. at 29*)

45. Church expenditures “almost nearly doubled” from 2013 to 2014, more cash was being expended than received, and the Church’s “credit base was rapidly eroding”. (*Id. at 32:16 – 33:9; 74:1 – 75:8*)

46. The quality of the Church’s community outreach and ministries declined from the first year of Plaintiff Lee’s tenure to the second. (*Id. at 74*)

47. The Church’s hallmark program of service to the community, its “SEED” program, had its funds diverted to provide for necessary Church expenditures rather than utilized for that ministry (*Id. at 75:9 – 78:7*)

48. Plaintiff Lee set a number of meetings of the Church membership to discuss the financial and ministerial issues between June and December, 2014 but cancelled all of

them. (*Id. at 84:6 - 86:13*)

49. Plaintiff admitted that financial contributions declined during his tenure, (*Defendant's Appendix Ex. "A", Lee Depo. at 134:9 – 134:24*), as did the Church's registered membership (*Id. At 134:9 – 134-24*) and attendance at worship. (*Id. At 136:14 – 136:17*)

It is clear that there exists a genuine issue of material fact as to whether the Plaintiff materially breached the Agreement.

#### **D. CONCLUSION**

The Plaintiff has not met his burden of establishing the lack of a genuine issue of material fact as to the Defendant's various pled defenses (i.e., lack of consideration, unconscionability, fraud in the inducement, fraud in the execution, duress, misrepresentation, failure of performance, and subsequent agreement which modified the terms of the Agreement).

Moreover, the Defendant has conclusively established the existence of a genuine issue of material fact as to whether Plaintiff materially breached the Agreement which requires that the issue be submitted to a jury.

Consequently, the Plaintiff's Motion for Summary Judgment must be denied.

Respectfully submitted,

MURTAGH, HOBAUGH & CECH, LLC

/s/ Alan E. Cech, Esquire

Alan E. Cech

PA ID No. 32504

/s/ John W. Murtagh, Jr., Esquire

John W. Murtagh, Jr.

PA ID No. 16726

110 Swinderman Road

Wexford, PA 15090

724-935-7555

March 2, 2017

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE),	)	
	)	
Plaintiff,	)	Civil Action No. 15-1599
	)	
v.	)	
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	
MISSIONARY BAPTIST CHURCH, <i>et al.</i> ,	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

I, Alan E. Cech, Esquire hereby certify that a true and correct copy of the attached Memorandum of Law in Opposition to Plaintiff’s Motion for Summary Judgment was served on the 2<sup>nd</sup> day of March 2017 utilizing this Court’s Electronic / ECF Notification System upon the following:

Zainab Khadija Ali, Esquire  
Ali Watson Law, P.C.  
1500 JFK Blvd., Suite 1700  
Attorney for Plaintiff

/s/ Alan E. Cech, Esquire  
Alan E. Cech, Esquire

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE)	)	Civil Action No. 15-1599
	)	
v.	)	Honorable Nora Barry Fischer
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	Electronically Filed
MISSIONARY BAPTIST CHURCH, <i>et al.</i>	)	

**DEFENDANT’S RESPONSIVE CONCISE STATEMENT OF MATERIAL FACTS IN  
OPPOSITION TO PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

AND NOW, COMES Defendant, Sixth Mount Zion Baptist Church of Pittsburgh, d/b/a Sixth Mount Zion Missionary Baptist Church, by and through its undersigned counsel, John W. Murtagh, Jr., Esquire, Alan E. Cech, Esquire and Murtagh, Hobaugh & Cech, LLC and files this Responsive Concise Statement of Material Facts in Opposition to Plaintiff’s Motion for Summary Judgment, as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part and denied in part. It is admitted that Plaintiff, Timothy Ralston and Jimmy Barley signed the Employment Agreement on March 20, 2013. Defendant can neither admit nor deny the allegation that the parties’ signing of the Employment Agreement was “...*further indicating the parties mutual assent*” because Plaintiff does not state what the Employment Agreement was in furtherance of. By way of further reply, it was understood and agreed by the parties that the Employment Agreement had to be approved by the congregation before it was effective. (*Defendant’s Appendix, Ex. “A”, Lee Depo. 71:1 – 72:4*)

7. Admitted. By way of further reply, the congregation's approval of the Employment Agreement on April 7, 2013 was based upon statements and promises made by the Plaintiff that if he was not performing his job, "that would constitute cause for termination under the Agreement. (*Defendant's Appendix, Ex. "A", Lee Depo. 71:1 – 72:4*)

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted in part and denied in part. It is admitted that Plaintiff, Timothy Ralston and Jimmy Barley signed the Employment Agreement on March 20, 2013. By way of further reply, it was understood and agreed by the parties that the Employment Agreement had to be approved by the congregation before it was effective. (*Defendant's Appendix, Ex. "A", Lee Depo. 71:1 - 72:4*)

12. Admitted.

13. Denied. The document speaks for itself and Defendant denies Plaintiff's attempted characterization / paraphrasing / mistyping of the relevant language of the document. Moreover, the Defendant notes the omission of critical language which modifies the language cited. The verbatim language of Paragraph 12.3 (**with the omitted language now included in bold**) is as follows:

*12.3 Termination for Cause: This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this AGREEMENT by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the CHURCH may have under this Agreement or by law, it is agreed that the CHURCH may terminate this Agreement for cause upon the occurrence of any of the following events:*

- i. The pastor commits any serious moral or criminal offense ("serious offense") – including but not limited to adultery, embezzlement, or fraud – is convicted of a felony, or commits any*

*other act which is a violation of applicable law (except for misdemeanors or traffic offenses); or*

- ii. *The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.*

*(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)*

14. Denied. By way of further reply, this allegation calls for a legal conclusion; the document speaks for itself.

15. Admitted.

16. Admitted. By way of further reply, there is only one Defendant and Plaintiff's reference to Defendants (plural) is in error.

17. Admitted in part and denied in part. It is denied that Plaintiff was to be terminated for "delay in providing information board already had access to, or did not request."

18. Admitted in part and denied in part. It is denied that Plaintiff was to be terminated for "delay in providing information board already had access to, or did not request."

19. Admitted in part and denied in part. It is denied that Plaintiff was terminated for "delay in providing information board already had access to, or did not request."

20. Admitted.

21. Admitted.

22. This is an editorial comment to which no reply is required. To the extent that a reply is required, Defendant incorporates its Memorandum of Law in Opposition to Summary Judgment and this Responsive Concise Statement of Material Facts.

**COUNTERSTATEMENT OF GENUINE ISSUES OF MATERIAL FACT IN DISPUTE**

23. Plaintiff, Timothy Ralston and Jimmy Barley signed the Employment Agreement (hereinafter "Agreement") on March 20, 2013. (*Defendant's Appendix, Ex. "A", Lee Depo. 71:1 – 72:4*)

24. It was understood and agreed by the parties that the Agreement had to be approved by the congregation before it was effective. (*Defendant's Appendix, Ex. "A", Lee Depo. 71:1 – 72:4*)

25. At a Church Call Meeting on April 7, 2013 the Agreement was presented to the congregation for review and approval. At that time, members of the congregation inquired as to the terms of the Agreement; including the conditions under which the Plaintiff's employment could be terminated. The Minutes of the Congregational Meeting are attached to the Deposition of Rev. Lee as Ex. "11" (*Defendant's Appendix, Ex. "A", Lee Depo., Ex. "11"*).

26. The congregation's approval of the Agreement on April 7, 2013 was based upon statements and promises made by the Plaintiff that if he was not performing his job, "...that would constitute cause for termination under the Agreement." (*Defendant's Appendix, Ex. "A", Lee Depo. 72:24 – 76:25*)

27. At the Church Call Meeting on April 7, 2013 the Plaintiff stated:

*"If the church is not going in the direction that we think the church ought to go, if the church declines and the church is just dying, **that's cause**, because it is my Pastor responsibility and duty to make sure that the church grows and the church becomes better than the way I received it." [Emphasis supplied.]*

The Minutes of the Church Call Meeting are attached to the Deposition of Rev. Lee as Ex. "11" and are included in the Appendix to this Response. (*Defendant's Appendix, Lee Depo. Ex. "A", Ex. "11"*)

28. Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

18 Q. Was that your statement at that time?

19 A. Listen, no, I don't recall making that

20 statement because I thought I understood what cause

21 meant, but maybe that was the way I understood it, so

22 maybe I did say it. I believe I did, but I'm not sure

23 if it was -- if anything was cut out or not, because I

24 don't know that I would just leave it there.

*(Defendant's Appendix, Ex. "A", Lee Depo., Page 74:18 to 74:24)*

29. At that Church Call Meeting of April 7, 2013, the Plaintiff also stated:

*But if just want to get used to the money and some do, then you have a right, because there is a clause that says that **just cause**, because the church is not growing, the church is stagnant, the church is not a better place. **You have a right to call for these Deacons and any member of the church to have me to vacate the pulpit.** [Emphasis supplied.]*

The Minutes of the Church Call Meeting are attached to the Deposition of Rev. Lee as Ex. "11" and are included in the Appendix to this Response. *(Defendant's Appendix Ex. "A", Lee Depo., Ex. "11")*

30. Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

12 Q. Do you recall that statement?

13 A. Again, that might have been how I understood it

14 at that point, and if it said that's what I said, I

15 believe I said it, but, again, I didn't have an

16 attorney to represent me, so maybe I misunderstood what

17 just cause meant and their attorney put it together.

*(Defendant's Appendix, Ex. "A", Lee Depo., 75:2 to 75:17)*

31. At the Church Call Meeting of April 7, 2014, the Plaintiff also stated :

*"The clause says, if I don't perform my duties well, I'm out. Help me out, I'm giving you a clause to make sure you'll don't get stuck with somebody you don't want, it's in there."*

The Minutes of the Church Call Meeting are attached to the Deposition of Rev. Lee as Ex. "11" and are included in the Appendix to this Response. *(Defendant's Appendix Ex. "A", Lee Depo., Ex. "11")*

32. Plaintiff commented on this statement in his deposition of September 27, 2016, as follows:

15 Q. Do you remember that statement?

16 A. Right. But, one, I believe that was towards

17 the question about the 20 years, the limit, so it's not

18 for life. And then what did I say? Yeah, outside of

19 that, because I'm saying that you don't get stuck, you

20 don't get stuck with somebody who is going to -- where

21 is that? I think somebody who is going to, you know,

22 rob you or steal your money or do something crazy.

23 You're not stuck with me just because we signed this

24 contract, this contract was voted on, something like

25 that, but I can't recall the exact context.

*(Defendant's Appendix, Ex. "A", Lee Depo., 76:16 to 76:25)*

33. At a Church Meeting on April 28, 2013 the Plaintiff stated:

*"If I am not doing my job and the church is suffering, the church has every right to make sure it protects the church, because you don't want the church to die. Now if you want to do it in spite of church doing what church is doing and we are doing well, no you can't do it, that's where the employment clause came in without cause."*

The Minutes of the Church Meeting are attached to the Deposition of Rev. Lee as Ex. "13" and are included in the Appendix to this Response. (*Defendant's Appendix Ex., "A", Lee Depo., Ex. "13"*)

34. With respect to the Church Meeting on April 28, 2013, Plaintiff testified in his deposition of September 27, 2016, as follows:

18 Q. And then going down from that six lines  
19 beneath that, there is a sentence that starts, "What  
20 cause is: Not doing well, not serving."  
21 So was that your understanding that, in fact,  
22 you can be terminated if the church is not doing well?  
23 A. You're misunderstanding the whole context of  
24 what I was saying here. Again, it was in the context  
25 of not fighting the pastor, and the reason why we're

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1 putting the contract in place is because the church had  
2 the reputation of getting rid of their pastors, and I  
3 said to them -- and I believe it's in the minutes here  
4 somewhere. You have to read it. I also stated that  
5 after reading the minutes and all of the turmoil that  
6 my predecessors have gone through and then also what I

7 faced since I walked in the door, the contract is in  
8 place to make sure that you just can't get upset and  
9 just say you want to get rid of me.

10 What am I saying here? Just on what they did,  
11 they started conspiring to not give in the offering  
12 and say it's my fault. That's not my fault because  
13 you're mad at me and you're helping everybody else and  
14 telling them not to give so our financial -- finances  
15 go down, which they did. Then you're running people  
16 that we brought in away from the church so our  
17 attendance goes down.

18 So when you're intentionally undermining the  
19 leadership, I'm saying in that context when you're  
20 doing it, no, you just can't get rid of me, but if we  
21 work together and it just doesn't work out, you won't  
22 have to ask me to leave. I will leave. That's the  
23 context and that's what we're -- that's what's not  
24 clear in these minutes. I was there for four months  
25 already, five months, and I was talking in the sense

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1 that everybody in the congregation knew what I was  
2 talking about. That's why they were saying amen and  
3 applauding, because they knew that I was protecting  
4 myself from just people trying to -- those who wanted  
5 to disrupt the congregation spiritually and do it by

6 undermining the ministry by holding back on their  
7 resources, by running people away from the church, and  
8 then you're going to say it's my fault. That doesn't  
9 make any sense to me.

10 So that's the context that I was speaking to,  
11 not the context of, oh, just because the church went  
12 down. Well, why did the finances decrease, why did  
13 the members leave, what happened? How did you give me  
14 double my salary and my benefits in six months if we  
15 were doing so poorly? Come on. I mean, that doesn't  
16 even make sense.

(Defendant's Appendix, Ex. "A", Lee Depo., 98:18 to 100:16)

35. Section 12.3 of the Agreement, entitled "*Termination for Cause*" states in relevant part:

*This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the **material breach of the terms of this AGREEMENT** by the other party ...* [Emphasis supplied.]

(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)

36. Section 1.6 of the Agreement states:

*WHEREAS, Dr. Lee apparently qualifies to serve as pastor and to **contribute to the success of the Church** in its spiritual, financial, physical and secular needs demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church;* [Emphasis supplied.]

(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)

37. Section 2.5 of the Agreement states:

*The pastor shall lead the pastoral ministries of the CHURCH and shall work with the DEACONS and CHURCH staff in achieving the CHURCH'S mission of proclaiming the GOSPEL to believers and unbelievers. ...* [Emphasis Supplied.]

*(Defendant's Appendix, Ex. "B" Employment Agreement, Section 12.3)*

38. A "joined" (*sic*) board of Deacons and Trustees began to "make serious inquiry about four things" with respect to Plaintiff Lee's leadership of the Church in or about March, 2014, the second year of his tenure as Pastor. (*Defendant's Appendix, Ex. "C", Depo. of Jerome Taylor, 5:16 – 6:12*)

39. In the Defendant's governing structure, the Deacons are responsible for the spiritual well-being of the Church and the Trustees are responsible for its financial well-being. (*Id. at 23*)

40. There was a "rather startling decline in the level of giving" to the Defendant Church, in terms of "tithes, offerings, donations" which "had diminished appreciably from the point of his initial tenure to that year of 2014." (*Id. at 6*)

41. Tithes and offerings diminished 39% from November of 2013 to November of 2014. (*Id. at 7 and Exhibit "E" thereto. (Defendant's Appendix, Ex. "C", Depo. of Jerome Taylor, Ex. "E")*)

42. Attendance at morning worship dropped 32% in the same period (*Id. at P. 8 and Exhibit "E" thereto. (Defendant's Ex. "C", Depo. of Jerome Taylor, Ex. "E")*)

43. There was a 61% decrease in the registered members of the Church, from 450 to 175, from January 2013 through December 2014. (*Id. at 14:23 – 15:15 and Exhibit "E" thereto. (Defendant's Appendix Ex. "C", Depo. of J. Taylor, Ex. "E")*)

44. Plaintiff Lee "decided he wanted to take over the training of the deacons" but he failed to follow through. (*Id. at 29*)

45. Church expenditures “almost nearly doubled” from 2013 to 2014, more cash was being expended than received, and the Church’s “credit base was rapidly eroding”. (*Id.* at 32:16 – 33:9; 74:1 – 75:8)

46. The quality of the Church’s community outreach and ministries declined from the first year of Plaintiff Lee’s tenure to the second. (*Id.* at 74)

47. The Church’s hallmark program of service to the community, its “SEED” program, had its funds diverted to provide for necessary Church expenditures rather than utilized for that ministry (*Id.* at 75:9 – 78:7)

48. Plaintiff Lee set a number of meetings of the Church membership to discuss the financial and ministerial issues between June and December, 2014 but cancelled all of them. (*Id.* at 84:6 - 86:13)

49. Plaintiff admitted that financial contributions declined during his tenure, (*Defendant’s Appendix Ex. “A”, Lee Depo. at 134:9 – 134:24*), as did the Church’s registered membership (*Id. At 134:9 – 134-24*) and attendance at worship. (*Id. At 136:14 – 136:17*)

Respectfully submitted,

/s/ Alan E. Cech, Esquire  
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PA ID No. 32504  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

REV. DR. WILLIAM DAVID LEE	)	
(A.K.A. W. DAVID LEE)	)	2:15-cv-01599-NBF
	)	
v.	)	
	)	
SIXTH MOUNT ZION BAPTIST CHURCH	)	<i>Electronically Filed</i>
OF PITTSBURGH, d/b/a SIXTH MOUNT ZION	)	
MISSIONARY BAPTIST CHURCH, <i>et al.</i>	)	

**CERTIFICATE OF SERVICE**

I, Alan E. Cech, Esquire hereby certify that a true and correct copy of the attached Responsive Concise Statement in Opposition to Plaintiff’s Motion for Summary Judgment was served on the 2<sup>nd</sup> day of March 2017 utilizing this Court’s Electronic / ECF Notification System upon the following:

Zainab Khadija Ali, Esquire  
Ali Watson Law, P.C.  
1500 JFK Blvd., Suite 1700  
Attorney for Plaintiff

/s/ Alan E. Cech, Esquire  
Alan E. Cech, Esquire

# EXHIBIT

## A

REV. DR. WILLIAM DAVID LEE

- - - -

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

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REV. DR. WILLIAM DAVID LEE )  
aka W. DAVID LEE, )  
Plaintiff, ) CIVIL ACTION  
vs. ) No. 15-1599  
SIXTH MOUNT ZION BAPTIST CHURCH OF )  
PITTSBURGH d/b/a SIXTH MOUNT ZION )  
MISSIONARY BAPTIST CHURCH, et al., )  
Defendants. )

DEPOSITION OF REV. DR. WILLIAM DAVID LEE,

taken pursuant to the Federal Rules of Civil Procedure,  
before Lisa Ann Bauer, Certified Realtime  
Reporter-Notary Public in and for the Commonwealth of  
Pennsylvania, on Tuesday, September 27, 2016, at the  
offices of Murtagh, Hobough & Cech, 110 Swinderman  
Road, Wexford, Pennsylvania 15090, scheduled to  
commence at 10:00 o'clock a.m.

- - -

 ORIGINAL

REV. DR. WILLIAM DAVID LEE

- - - -

1 A. The deacons reviewed the contract, the deacons  
2 signed the contract.

3 Q. Subject to approval, then, by the congregation?

4 A. Right.

5 Q. And do you recall when the congregation met to  
6 review this contract?

7 A. I think that was -- I can't recall. I don't  
8 know if that was April or in June. I'm not sure. It  
9 was a few months later.

10 Q. And at that time, did the congregation ask  
11 questions about the agreement?

12 A. I believe they did. Some asked -- one of the  
13 questions that I recall that they asked, why the 20  
14 years? And I explained it. Outside of that, I  
15 can't -- I can't...

16 Q. Do you recall any specific questions about the  
17 means to terminate for cause or without cause?

18 A. I know we talked about it, but I'm not sure  
19 what was said.

20 Q. Let me show you Exhibit 11.

21 (Lee Deposition Exhibit 11  
22 was marked for identification.)

23 BY MR. CECH:

24 Q. And can you identify this document?

25 A. It says it's minutes from the church call

REV. DR. WILLIAM DAVID LEE

- - - -

1 meeting.

2 Q. I'm sorry?

3 A. It says it's the church call meeting on  
4 April 7<sup>th</sup>.

5 Q. And do you recall, was this the meeting to  
6 discuss the employment contract?

7 A. Oh, I think this was a meeting -- I'm not sure  
8 what this meeting was for. It was a call meeting, so  
9 we were meeting -- it might have been on a few issues,  
10 but I don't know if it was just the contract, but if  
11 the contract is in here, we must have also met about  
12 that, too.

13 Q. There is a little numbering at the bottom of  
14 the pages. Would you go to page 12?

15 A. Okay.

16 Q. And I don't know who put some of these little  
17 notations on the side, but I'll utilize them.

18 Do you see some arrows on the bottom left-hand  
19 side?

20 A. Yes.

21 Q. Go to the down to the bottom of this page. It  
22 says "Member question - where is the church reassurance  
23 if we give you 20 years, if something were to happen  
24 for some reason the church does not want you as  
25 Pastor?" And you see the response there?

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- - - -

1 A. Where are we?

2 Q. "If the church is not going in the direction  
3 that we think the church ought to go" --

4 MS. ALI: Do you see where it is?

5 THE WITNESS: No.

6 MS. ALI: This is the question he read  
7 here and the answer (indicating).

8 THE WITNESS: All right.

9 BY MR. CECH:

10 Q. I'll start that the sentence again. "If the  
11 church is not going in the direction that we think the  
12 church ought to go, if the church declines and the  
13 church is just dying, that's cause, because it is my  
14 Pastor responsibility and duty to make sure that the  
15 church grows and the church becomes better than the way  
16 I received it."

17 A. Uh-huh.

18 Q. Was that your statement at that time?

19 A. Listen, no, I don't recall making that  
20 statement because I thought I understood what cause  
21 meant, but maybe that was the way I understood it, so  
22 maybe I did say it. I believe I did, but I'm not sure  
23 if it was -- if anything was cut out or not, because I  
24 don't know that I would just leave it there.

25 Q. If you go down three lines from that, there is

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- - - -

1 a new sentence that starts with the word "But if  
2 just..."

3 Do you happen to see that?

4 A. Yes.

5 Q. "But if just want to get used to the money and  
6 some do, then you have a right, because there is a  
7 clause that says that just cause, because the church is  
8 not growing, the church is stagnant, the church is not  
9 a better place. You have a right to call for these  
10 Deacons and any member of the church to have me to  
11 vacate the pulpit."

12 Do you recall that statement?

13 A. Again, that might have been how I understood it  
14 at that point, and if it said that's what I said, I  
15 believe I said it, but, again, I didn't have an  
16 attorney to represent me, so maybe I misunderstood what  
17 just cause meant and their attorney put it together.

18 Q. But the congregation is asking you questions  
19 about what this means. You are their spiritual leader  
20 at that time and had been for some months, correct?

21 A. Right, but there are also deacons and trustees  
22 there who also went over this contract and knew what  
23 the contract meant, because their attorney put it  
24 together. Listen, one -- I'm saying that, one, I might  
25 have understood it that way and I might have said this,

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- - - -

1 but I just -- from what I understand just cause means,  
2 I can't say definitely no to it, but it's there, so I'm  
3 not saying they put something there that's not correct.

4 Q. Will you turn to the next page, please.

5 A. Yes.

6 Q. Let's see here. If we go up from the paragraph  
7 that starts that page and go five lines up from that,  
8 the sentence starts near the end of the page on the  
9 right. It states, "The clause says..."

10 A. "The clause says..." Yes, okay.

11 Q. "The clause says, if I don't perform my duties  
12 well, I'm out. Help me out, I'm giving you a clause to  
13 make sure you'll don't get stuck with somebody you  
14 don't want, it's in there."

15 Do you remember that statement?

16 A. Right. But, one, I believe that was towards  
17 the question about the 20 years, the limit, so it's not  
18 for life. And then what did I say? Yeah, outside of  
19 that, because I'm saying that you don't get stuck, you  
20 don't get stuck with somebody who is going to -- where  
21 is that? I think somebody who is going to, you know,  
22 rob you or steal your money or do something crazy.  
23 You're not stuck with me just because we signed this  
24 contract, this contract was voted on, something like  
25 that, but I can't recall the exact context.

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- - - -

1 attorney, he determined it to be" -- yes, the attorney  
2 had said that with and without cause must be necessary,  
3 because that's what I was reiterating.

4 When we met with Attorney Ragin, the deacons  
5 and I, when we met with her, she said you need to have  
6 that in there, so that's what I had explained to them,  
7 because all of the deacons -- we met during the day  
8 and all of the deacons couldn't be there during the  
9 meeting with the attorney, but Deacon Taylor was  
10 there, Deacon Ralston was there, Deacon Young was  
11 there, and Deacon -- oh, gosh. There is one more  
12 deacon there. Elder. Deacon Elder was there. And so  
13 during this meeting, some of them were not there so we  
14 were just explaining to them what was explained to us.

15 Q. I'll just show you No. 13. Can you identify  
16 this document?

17 A. Document 13?

18 Q. Yes.

19 A. Yeah. That's the church meeting on  
20 April 28<sup>th</sup>, 2013.

21 Q. And am I correct you were present at that  
22 meeting as well?

23 A. Yes.

24 Q. And on page 2, the paragraph right in the  
25 center, there is a section there discussing your role

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1 as pastor?

2 A. Uh-huh.

3 Q. Starting approximately six lines down in the  
4 middle starting with "So I'm the kind of Pastor that  
5 makes sure that we must dot our I's and cross our  
6 T's" --

7 A. Uh-huh.

8 Q. -- "because I am not playing the fall guy for  
9 anyone."

10 A. Uh-huh.

11 Q. Going down to five lines from the bottom of  
12 that paragraph, "There is nobody higher than Pastor,  
13 Deacon Board."

14 MS. ALI: I'm going to ask you not to  
15 write on that one. You can write on mine.

16 THE WITNESS: I'm good.

17 MR. CECH: Actually, I'm going to strike  
18 that.

19 MS. ALI: For the record, I was just  
20 telling him not to write on the court reporter's copy.

21 BY MR. CECH:

22 Q. I'm going to actually go on page 4 of this.

23 A. It's not numbered.

24 Q. They are not numbered. It's the fourth page.  
25 It has the word "The Government" in the top left-hand

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1 corner.

2 A. Yeah, uh-huh.

3 Q. Now, the purpose of this, was this where you  
4 are discussing the proposed bylaws?

5 A. I don't know exactly what this meeting was  
6 about unless I read this whole thing, but if you read  
7 it, hopefully --

8 Q. Actually, I hate to jump around so much, but on  
9 page 3 in the mid point, there is a paragraph that says  
10 "The first few pages are just the general types of  
11 things you will find in bylaws."

12 A. On what page?

13 Q. The third page.

14 A. On the same page?

15 Q. No, on the third page -- I'm trying to give you  
16 some context here. The second paragraph says,  
17 "Everyone has the By-Laws in front of them."

18 A. Okay, this must have been when we were  
19 discussing them, if that's case.

20 Q. That's what you recall was going on?

21 A. Yeah.

22 Q. Now we'll turn to the page I referenced  
23 earlier, the fourth page. We're talking here about the  
24 government, officers, and there is a section called  
25 "Pastor"?

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- - - -

1 A. Uh-huh.

2 Q. This suggests or this states that a pastor is  
3 the shepherd and his role is one who leads, feeds, and  
4 guides the flock?

5 A. Uh-huh.

6 Q. Correct?

7 A. Uh-huh.

8 Q. No. 2, he is the overseer and indicates his  
9 administrative role.

10 What is the pastor's administrative role in  
11 the church?

12 A. Again, to make sure we are in compliance with,  
13 one, our constitution and bylaws; two, that we're in  
14 compliance with government law, taxes, so our tax  
15 exempt status is not jeopardized because of improper  
16 administrative things. And, also, this was brought up  
17 because before I -- when I arrived there, there was not  
18 a church audit done since 2005, and that's, like, just  
19 really unacceptable for a church with the finances and  
20 the magnitude and the things we had in place with the  
21 properties and all that. We weren't being good  
22 stewards over what God has given us, so I was letting  
23 them know that that's part of -- when a pastor first  
24 arrives, you've got to assess these things so we can  
25 then bring these things into order administratively.

REV. DR. WILLIAM DAVID LEE

- - - -

1 Q. The next section is titled "Elder - describes  
2 the respect he should merit."

3 A. Reverend or reverence. You know, treat the  
4 reverend with reverence, because this is in April.  
5 I've been there since December and we got that nucleus  
6 that didn't vote for me still trying to disrespect me  
7 in a major way. And one incident that happened right  
8 in church that the deacons had to handle is that one of  
9 the members was just loud and irate. And it was  
10 embarrassing, and the deacons actually sent her a  
11 letter to tell her if she cannot control herself, then  
12 find another church, and she ended up stop coming to  
13 the church at that particular time because it was that  
14 type of disrespect.

15 So we were trying to make sure we understand  
16 that regardless if we don't love each other -- we  
17 should love each other. Regardless if we don't like  
18 each other, we got to respect each other.

19 Q. The paragraph that follows says, "Therefore the  
20 Pastor shall be spiritual leader, i.e., chief executive  
21 officer of the church, moderator of the church meeting,  
22 ex-officio spiritual leader and member of all boards,  
23 auxiliaries and ministries of the church work and all  
24 activities."

25 A. Yep, uh-huh.

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- - - -

1 Q. "He shall serve on a permanent basis. The  
2 Pastor shall be the only leader of the flock."

3 A. Right. You can't have two visions of the  
4 church. The pastor gives the vision in that context,  
5 not in a sense that you're thinking of a CEO. And,  
6 again, we changed that CEO piece, because it was  
7 mentioned and that's why it wasn't in the new bylaws.  
8 It was more that I'm the shepherd. We put something  
9 else in there. It wasn't CEO, though, because the  
10 deacons didn't want to put that language.

11 Q. On the next page about mid point through the  
12 first paragraph, about four lines down, in fact, at the  
13 end of that line, "So when you fight Pastor you  
14 actually fight the one who is trying to protect you and  
15 cover you, pray for you, call down the Power of God on  
16 anything that is trying to hurt you."

17 Then going down further, five lines beyond  
18 that near the end of the line, it says "But how can  
19 God bless a church when it fights its Pastor."

20 Do you see that?

21 A. Yes, I see that.

22 Q. "God is not going to do that, it can't be done.  
23 God cannot bless it because we are out of order and  
24 disobedient. God does not honor disobedience.  
25 Obedience however is better than sacrifice."

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- - - -

1           So by these statements, are you telling your  
2 congregation that they must be obedient to you, as  
3 pastor?

4           A.    No.    What I'm telling them is on a spiritual  
5 level as far as if we're going to be doing things  
6 decently and in order, pastor and people should be on  
7 the same page.   I always encourage all my members and  
8 my deacons and trustees that you can disagree with me,  
9 you could say no to whatever you want to say no to, but  
10 we ought to keep a decorum of respect, one for your  
11 pastor and vice versa.

12           Now, also that it doesn't make sense to fight  
13 your leadership that's going to -- the one that prays  
14 for you, the one that's going to marry your children,  
15 baptize your kids, et cetera, et cetera, and then  
16 probably do the eulogy for your home-going celebration  
17 and we're here fighting.   God is not a God of  
18 confusion, so we need to try to work together.   And  
19 given that understanding of I've been fighting from  
20 day one -- if you read the minutes, it should be in  
21 there that from day one, I've been fighting.   It was a  
22 fight coming in the door and it was a fight up to this  
23 point.   So I was trying to help the people, most of  
24 the people to understand, listen, we don't need to  
25 fight each other.   That's not what church is about.

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- - - -

1 The body of Christ is just that, a body. We work  
2 together.

3 And just to give you an example, if I sat up  
4 here and slapped myself in the head and keep doing it,  
5 you going to think something is wrong with me because  
6 the body is not cooperating with the brain. So in  
7 that sense spiritually, we are out of order and we  
8 need to be in order. And because I already knew we  
9 had a group that was being antagonistic, I was  
10 actually not even speaking to that group. I'm now  
11 speaking to the people that want to follow the lead,  
12 do what's right, and love each other and be one in the  
13 body of Christ.

14 So it's not to say that just because I said  
15 that, I don't expect you to be a yes man or yes woman.  
16 You have every right to always share your opinion, and  
17 at the end of the day, the majority rules, not the  
18 pastor.

19 Q. That's your take on it, but I'm just looking  
20 here at this paragraph. I see nothing talking about  
21 this concept of --

22 A. Because you need the four months before that.  
23 See, there is a whole context, and out of context it  
24 might look like that, but, no, it's context, and I'm  
25 actually ministering to the people because the people

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1 knew what we were contending with all the way through,  
2 and so here I was answering something that dealt with  
3 the disruption and the cause, why we're even having  
4 this meeting is because there has been things that have  
5 been done in this church or at Sixth that have been out  
6 of order, and those things -- like, I gave you an  
7 example of one of the women who screamed out loud,  
8 somebody else saying something horribly. There was  
9 just a lot of non-kosher or things that were not kosher  
10 happening in our worship experience, and we were trying  
11 to deal with that.

12 Q. Going down two paragraphs beneath that, the  
13 paragraph starts with the words "Upon the death...",  
14 and about midway through -- and it's nine lines down --  
15 the sentence reads, "The Pastor shall be called to an  
16 unlimited tenure to be terminated only by his  
17 resignation, death or doctrinal of departure from the  
18 word of God and this Constitution and By-Laws or his  
19 inability or unwillingness to fulfill the  
20 responsibilities as the under shepherd of this flock at  
21 which time the Church acts accordingly to the above  
22 order."

23 So, as I understand this, then, the church can  
24 terminate you for your inability or unwillingness to  
25 fulfill your duties?

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1 A. Yeah, that's how it was in the constitution.  
2 That's how we wrote it up.

3 Q. Third page from the end, fifth paragraph down  
4 starts with the word "Pastor - the church has the final  
5 say in this way."

6 Do you see that? Fifth paragraph, starts with  
7 "Pastor..."

8 A. Yes, I see that.

9 Q. "The church has the final say in this way"?

10 A. Yeah.

11 Q. The paragraph goes on, "If I am not doing my  
12 job and the church is suffering, the church has every  
13 right to make sure it protects the church, because you  
14 don't want the church to die. Now if you want to do it  
15 in spite of church doing what church is doing and we  
16 are doing well, no you can't do it, that's where the  
17 employment clause came in without cause."

18 And then going down from that six lines  
19 beneath that, there is a sentence that starts, "What  
20 cause is: Not doing well, not serving."

21 So was that your understanding that, in fact,  
22 you can be terminated if the church is not doing well?

23 A. You're misunderstanding the whole context of  
24 what I was saying here. Again, it was in the context  
25 of not fighting the pastor, and the reason why we're

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1 putting the contract in place is because the church had  
2 the reputation of getting rid of their pastors, and I  
3 said to them -- and I believe it's in the minutes here  
4 somewhere. You have to read it. I also stated that  
5 after reading the minutes and all of the turmoil that  
6 my predecessors have gone through and then also what I  
7 faced since I walked in the door, the contract is in  
8 place to make sure that you just can't get upset and  
9 just say you want to get rid of me.

10 What am I saying here? Just on what they did,  
11 they started conspiring to not give in the offering  
12 and say it's my fault. That's not my fault because  
13 you're mad at me and you're helping everybody else and  
14 telling them not to give so our financial -- finances  
15 go down, which they did. Then you're running people  
16 that we brought in away from the church so our  
17 attendance goes down.

18 So when you're intentionally undermining the  
19 leadership, I'm saying in that context when you're  
20 doing it, no, you just can't get rid of me, but if we  
21 work together and it just doesn't work out, you won't  
22 have to ask me to leave. I will leave. That's the  
23 context and that's what we're -- that's what's not  
24 clear in these minutes. I was there for four months  
25 already, five months, and I was talking in the sense

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1 that everybody in the congregation knew what I was  
2 talking about. That's why they were saying amen and  
3 applauding, because they knew that I was protecting  
4 myself from just people trying to -- those who wanted  
5 to disrupt the congregation spiritually and do it by  
6 undermining the ministry by holding back on their  
7 resources, by running people away from the church, and  
8 then you're going to say it's my fault. That doesn't  
9 make any sense to me.

10 So that's the context that I was speaking to,  
11 not the context of, oh, just because the church went  
12 down. Well, why did the finances decrease, why did  
13 the members leave, what happened? How did you give me  
14 double my salary and my benefits in six months if we  
15 were doing so poorly? Come on. I mean, that doesn't  
16 even make sense.

17 Q. Later in the same paragraph, there is a  
18 reference to Lady Lee, who is your wife?

19 A. Uh-huh.

20 Q. She left nearly an \$80,000 a year job to come  
21 and join you in the church, working free in the office?

22 A. Right.

23 Q. When you came to the church, was there any  
24 agreement to pay your wife for her services she  
25 rendered to the church?

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1 Because they wanted me to look bad. I don't have no  
2 control over any of that. I don't sign checks, I don't  
3 pay the bills. And they locked Lady Lee out, so from  
4 the last -- October until they got me out, they changed  
5 the lock, so all I can do is get in my office.

6 Q. There is a report here, Findings B. It's on  
7 page No. 8 up in the upper right-hand corner.

8 A. Yeah.

9 Q. "Failures in Spiritual Stewardship." It said  
10 there was a drop in number of registered members, drop  
11 in Sunday morning worshipers, drop in level of tithes  
12 and offerings.

13 A. Yeah.

14 Q. But you're saying none of that is true?

15 A. I'm saying it's only true because they  
16 conspired to make sure that happened. They ran folk  
17 away. They stop giving, period, and they wanted me  
18 out. It wasn't -- it wasn't because of anything I did.  
19 It was because we were starting to hold people -- well,  
20 I guess it was, because we started to try to hold  
21 people accountable for doing what's right, rather than  
22 just what they wanted to do in the church, and as we  
23 progressed and started doing things, they rebelled and,  
24 you know, so it did drop.

25 Q. Why do you say they chased people away?

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1 started holding certain people accountable, and that's  
2 when the rubber met the road and it was, he's got to  
3 go. I'm asking for an audit. I'm bringing in a CPA  
4 to find out where finances are going and all of that,  
5 and before I can then gather -- we're having a meeting  
6 scheduled for January 18<sup>th</sup>, 2015, you going to vote  
7 me out on the 11<sup>th</sup> because you don't have  
8 information that I'm about to give you? Man, if you  
9 can't smell that, nobody can. I mean, that's just  
10 insane.

11 Q. On page 10 of this exhibit, it shows some  
12 charts.

13 A. Yep.

14 Q. Drop in number of Sunday morning worshipers and  
15 drop in level of tithes and offerings.

16 A. I thought I already answered that. It's the  
17 same answer.

18 Q. You suggested -- this appears to be fairly  
19 steady.

20 A. Okay, listen, up here where they got 450, we  
21 have never seen 450 people while I pastored there.  
22 Never. Never. The highest attendance that was ever in  
23 the church while I was there was up to 200 and I think  
24 70-something. That was the highest. How do you have  
25 550 here and now we're down to, what, a hundred or 107?

LEE DEPOSITION  
EXHIBIT

11

**Sixth Mt. Zion Missionary Baptist Church**  
**Church Call Meeting**  
*Sunday, April 7, 2013*

Deacon Harris led us in opening prayer.

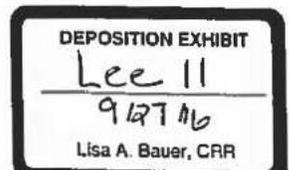
Usually in this type of situation, when the Pastor-Elect is in his first few months, usually we call this the honeymoon period. I didn't get one week of honeymoon, I came into Hell. I have been dealing with it lovingly ever since. But people still refuse to acknowledge who is in charge. All this is about is to get us in order. We are going to respect each other even if we don't like each other. I'm not going to be disrespectful to you and I'm not going to disrespect you. It's going to be all out of love.

I have the Deacons sitting up here because in the Life of the Church Pastor then Deacon Board is the highest office in the church. Nothing outside of Christ and collectively the church, where you see on the flow chart shows you the order. That's our flow chart for this church. Just like we misunderstand pastor-elect, we misunderstand the flow chart. So let me help you to understand.

- Christ
- Congregation
- Pastor
- Deacons
- Trustees
- Finance Committee
- Treasurer
- Deaconess Board
- Christian Education

The only reason it states congregation is higher than the Pastor because it is talking about the universal church, because Christ died for the church. The church is Christ's Bride. It is coming back for the church, i.e. people, not brick and mortar. Therefore that is the only way. In order for me to get here the church could not vote for me until the Deacons approved me. I couldn't come to you until the Deacons approved me. No officer can come to this church to be voted on until the Deacons approve you. Deacons and Pastors. If it meant the congregation was in charge, you will not need a Pastor. Pastor and Deacons are a part of the congregation. So there should be a circle around everybody. But because people who don't understand and refuse to understand what Pastor has been sharing about this flow chart since I got here. I've shared it with the Deacons, Deaconess, Finance, and trustees about the order of authority in the church. This book called the *Hiscox*; Guide for Baptist Churches. This book is the foremost authority on Baptist Churches Governance. This is the National Baptist USA, Inc. uses and this is what Progressive Baptist uses and this is what the American Baptist USA, Inc. uses. And we are affiliated with all those denominations. Let me read something to you, this is the guide but you know the word we stand on.

1. In Baptist churches, the deaconate still serves to guide the secular functions of the church especially regarding finances and property concerns.
2. Pastor's Authority - Page 67 – There is nothing in the life of the church that should be beyond than the concern, care, responsibility and leadership of the Pastor. For example; the constitution of the church may designate a lay person to receive and disburse funds but the Pastor is nevertheless the CHIEF STEWARD of the church. Traditions and organizational principals may designate the superintendents to organize Sunday School, but the



Pastor is the principal Headmaster of the church as an educational institution. The Pastor is in charge with ultimate spiritual care and authority in the life of the congregation.

If this is our flow chart, I want to know how does Deaconess, missions, education, academic, finance or trustees how in the world can they tell Pastors and Deacons what to do? This is the Flow Chart. How do we leap way up there?

Germany's question: Flow chart says congregation before Pastor.

Pastor's Answer: Missed the point – Pastors and Deacons are in the congregation, so a big circle should go around the whole thing. I just gave you an example; for me to become Pastor, I had to go to those men first. Authority---Order

Even in our illegal Constitution, it says that the only officers in the New Testament Church; Deacons and Pastor. That's what it's says in our Blue Book that does not have a date of adoption nor when we received it and voted it in. Now if that is the case do you think that if that was the only two officers of the First Century Church to now, that Pastors and Deacons would put people in charge over them? In the Blue Book it says, which by the way does not have a date of adoption or ratification and I mentioned that when I first got here with a Joint Meeting with the Finance, Trustees, Deacons. I asked can anyone tell me the date this was ratified, adopted and accepted this Constitution. The answer was no. We can't take this to no court and use it. I'm glad Magistrate Tibbs is here, I asked him and he said you go by past practices, which is absolutely right, when they are consistent. We have not been consistent, even with our own by-laws.

Page 4 – Article 2: The scriptural or biblical officers of this church shall be Pastor and Deacons. We are going according to the word.

#### Complaints

When I was first offered the church, the Deacon Chair called me and he said we want to extend invitation for you to become our Pastor. We can only give you X amount of dollars and I said, if that is all you can do because I don't want to be a burden to the church, I will accept it. But when we turn the church around, because I know what I do and how well I do it through Christ Jesus, we must revisit this. Absolutely was his response. I told the Deacon when I get here, make sure you call all the Finance, Treasurer and make sure you get all of the past five years of the budget for this church. Profit and Loss of the Church and every bank account that is in the name of the church, because that is what Pastors do. We can't make decisions without information. Because if we are in financial trouble, I have to help us get out of it. And especially so that I can get paid. Let me also explain to you; this may have been your church for your life and I just got here, but I still have more vested in this church than any of you.

If this church does not succeed:

- My children's education
- Where I lay my head is in
- Retirement
- Food on the table
- Reputation and career is in it

The way this church goes is the way David Lee goes. I have a vested interest. No one else, everyone else can just go home, you won't miss any retirement money, you're not going to miss any salary, you won't miss putting food on your table, your kids will still go to college and I have seven children that this church is helping me to provide for. You think I will do something so stupid that will kill this church. I have a vested Interest, more than any one in here. That's why this is your church by membership and my church by Stewardship. Because I am accountable to God for what I do. I'm not accountable to the Deacons, I'm accountable to God. Because when I go in to COME OUT NO MORE, I don't care what anybody down here will say, I have to answer for the decision I make, and if I hurt anybody intentionally, and if I hurt anybody just because I want something for me, if I manipulate anybody, if I try to use somebody, I have to pay for that. That is not who I am. My mother told me that whatever I do; do it right. I'm going to give my best, that's why I went to Yale.

When I received the (5) five year budgets, I saw where we have over \$120,000.00 in the bank. I called Tim immediately, and asked why did you lie to me, I can't work like this, I have to trust you, you must tell me the truth and when I ask a

tion, I don't care if don't think I will like the answer, just tell me the truth. We are men. Men respect men, just tell me the truth whether you think it is going to hurt me or not. Tell me the truth. Tim asked "what are you talking about" I said you told me the church does not have any money, I told him I am looking at cash money in the bank of \$120,000.00. He said "I didn't know". I asked how does the Chairman of the Deacon Board not know how much money we have in the bank. He is in charge when we don't have a Pastor. Not Finance or Trustee, he is in charge. Then I find out that my predecessor in 2009 received \$93,000.00, with less experience that I came with coming through the door, with different degrees from different Universities, that if you compare them apples to oranges. That's why people go to Harvard and Yale, because it demands more. You'll don't have trash; this is a treasurer you've got, you'll don't even realize what you've got. I am a Syracuse Grad with a Business Economic Degree. A Masters from Yale and a Doctorate from the door. I didn't earn my doctorate while I was here. I'm coming in the door with it and with more than 20 years of pastoral experience. And I accepted what he offered, but when I saw what I saw, but after I talked about it, Deacon Young said we need to go and present a different offer to the church for the Pastor and I thank him very much, which is \$80,000.00, but in 2009 you were paying my predecessor \$93,000.00. I accepted the \$80,000.00, because I know that God has got me here. God will look out. I thought that was the end of it.

Now we are going to get to where the rubber meets the road.

We have an air conditioner unit. It cost \$92,000.00. Down payment of \$5,000.00 – financed \$87,000.00 with a monthly payment of \$1,900.00. When I found out what the interest rate was on the \$1,900.00 payment, I was disgusted. I was hurt. I was even embarrassed for the church. What kind of minds are allowing us to pay 11.5% interest rate. Last year at this time in April, when we took out the lease, Interest rates were at the lowest ever in this country; at 2 and 3%. So when I asked the question to the Deacons, Trustees and Finance Committee in our meeting, I said why we didn't get a line of credit from the bank that is holding all our money at 3%, which would have saved us almost \$700.00 - \$800.00 per month. The church voted on what we brought to you. We were not transparent. I said that is egregious, that is anathema; that you would bring something like this to the people and not tell them the Interest rate. No, you did not; we have too many finance people in this church that they would not have voted a yes for 11.5% interest rate when you could get 3%. Then Trustees what was the answer then, when I asked you why you did not get a line of credit. The answer was that none of them wanted to sign for it.

Gerry Smith – None of the individuals on the Trustee Board wanted to sign for it.

Watch this, we have \$120,000.00 in the bank, you get a line of credit and you only pay interest on that that you use. This is your collateral, so even if you go under the church still has the money to pay for it; you're not putting anything personally on the line. And that is what is called in the Financial World, is lack of fiduciary responsibility and that is the fiduciary responsibility of the Trustees, the Deacon Board and the Pastor to make sure we do right by the people's money.

This has all been discussed at meetings and I am telling you what we all discussed. I said to them, I don't want to go to the people until we get this straight, so that we can bring it together as a team, because I know Black folk. They will eat you alive. But, because you are consistently trying to get me and you keep trying to force my hand. Now here we are, I didn't want to do it. What caused me to do it; I walked in this morning and found an envelope on the secretary's desk that read:

Dear Pastor:

This letter is to formally invite you.

(really, invite me to something in this church. You don't invite me to nothing, you ask me if I want to be a part of it, but you don't invite me like you are calling me to some meeting, I'm the Pastor.

to attend the next Trustee Meeting on April 9, 2013 at 6:30 PM. A confirmation of your attendance would be greatly appreciated.

Who are you talking to? You are way down on the totem pole on the flow chart. Where do you get that authority from? This was put on my desk, so I want to read it. You didn't want me to do it during church service, so this is a business meeting right now.

3

the trustees have facilitated church operations going back 100 years. As officers of the church we deserve to be respected.

where is the respect from your end? What's given and what goes back to you. What goes around comes around.

and included in the discussions that impact the operations of this church.

You're absolutely right. You are in every meeting that I have called and you know everything that I am talking about right now. How can you say you don't know? I told you.

Jackie Pendelton

We would allow continuity if nothing else. The Trustees are only looking for clarification our purpose, duties, vision and responsibilities.

I've been saying from the door, what the order and authority of this church is, I have been telling the Trustees and Finance from the door, I have them in the minutes, right here that the Deacons and Pastor according to the word of God.

Change without clarification of purpose is destructive. We have sat quietly and listened respectfully to your agenda. All we ask is that you practice active listening to our questions and give full disclosure of your plans for the church. After all aren't we all God's children and our actions should reflect love and respect for each other.

I'm going to show you how much love I have for the Trustee Board. That letter was from our chair. Thank you Chairman. Chair didn't we have a meeting a couple of months ago with Deacon Young and Deacon Ralston. In that meeting didn't I show you some information that would cause this church to lose everything. We have a Magistrate here and I want to ask him, if anything from this church goes out on church letterhead to the IRS and it is a lie, does that jeopardize our tax exempt status. Answer: Yes. I told Donna the Secretary, don't allow anything to go out of this church without me reviewing it. Don't let anything. I'm the Pastor, but because people want to meddle in Pastor's business, something went out without my attention. And what went out was a contribution letter to say that a person gave A, but it didn't line up with what they gave. Do you know that is a Federal offense? Didn't have my name on it, it had our Chairman of Trustees name on it. (Stamped) I didn't even know it went out, because I'm the one who looks at the tithes and offerings to see what is going and what's in what's not. I want to make sure someone is not trying to get the hook up at the risk and the cost of the church. So I called the brother in and I said if this was personal my brother I should sit you down right now, because of how you exposed the church. He said he didn't know. Henderson – could not hear what he said. Doesn't matter, your signature is on the letter in representative of this church. I then had to talk to the attorney's. They wanted me, because of fiduciary responsibilities to sit down with the whole board. I said no, we are going to work this thing out together. Then I still am getting people coming at me like you're going to tell me what to do. NO. So right now, we are so exposed with the IRS, I pray that we will have leniency. I had to write a letter to explain the mishap. We discovered it by mistake, now watch this. Lady Lee was in the office, getting training by our sister Donna, overheard a conversation, that's why I told her not to send nothing out without me seeing it. Lady Lee shared with me that someone called for a contribution letter, overhead the conversation and the person said how much is my contribution; the reply was "what do you want it to be?" And were exposed now because of some idiotic hook-up and I have to send a certified letter to that person telling them, that was a mistake. They have to contact the IRS and let them know, that was a mistake and not a hook-up. Did I not share this with Deacons, Finance and Trustees?

Next thing, letter goes to the attorney, requesting a meeting, guess what address they have on it; Sixth Mt. Zion Missionary Baptist Church going out to my deacons. How is a letter going out of this church to my deacons to make me have a meeting, with the return address of the church. That's so offensive, if it were personal I would bring up charges right now. But I'm not trying to hurt anybody. I'm just trying to get us in order.

#### LAVELLE

Everybody is upset about us taking over the property from LaVelle, except tenants have been calling me and Lady Lee all week saying thank you, because she was so mean and evil and did not represent the church properly. One of our members who has not been here in a while, Michael Jones who is a tenant, called the church asked for me personally to

4.

Thank You, for years, I have been praying for someone to take over this property. Thank you. She is so evil and so mean, I just want to say thank you and I'm going to come to personally meet you, but he said, I'm going to pray for you because you have a hard church. I said you're talking right. But it is only hard because we have been out of order, but I'm going to help us get in order. The reason "I" decided as Pastor, I don't have to get permission to take over our own property if it's going to save us money. The only thing I have to get permission for, if I'm going to put the church in debt or sell the property. Other than that, you don't micromanage Pastor. Pastor Pastors. Let me show you, and I shared this with Deacons, Deaconess, Trustee and Finance.

We brought in \$169,000.00 in rent last year. This is the financial from Lavelle. How much money do you think went to the church? \$1,000.00 actually went into PNC Reserve, two more accounts that we didn't even know we had. Here it says, we took in \$170,000.00, we put out \$173,000.00 so we are in the negative \$4,000.00. First we paid LaVelle her 10%, so she received \$16,900.00 commission. \$5,000 for mortgage payments, we have a little mortgage payment we have to pay, and we are going to pay it off immediately. Real Estate Taxes \$20,000.00. I have never understood this, but how does a church pay property taxes? A church doesn't pay property taxes on nothing. That's why when a church gets property, you never sell it. Been there done that. \$5,000.00 in Green Electric. Water and Sewage \$20,000.00 – now the tenants are paying their individual water and sewage. Lights and Gas \$5,066.00. Webb Construction \$35,425.00. T&T Construction \$12,092.00. Johanson Plumbing \$29,000.00. Everybody is feeding of the troth by the church.

Add it up – Repairs only came to \$77,000.00. \$20,000.00 Taxes. We must do something about that. We called on the members of this church who is an architect in Texas, we had a conference call, Pastor and Deacons, we began to talk, he said we should be bringing at least \$70 – 80,000.00 if you get warrantee insurance, you are straight. So we got warranty Insurance at the rate of \$34.50 per house which came to \$1,100.00 per month which is \$13,000.00 per year. They will cover, like one of our members Mary Hill has a roof leak, they will come out and fix the roof leak, church only has to pay \$45.00 and if they have to come 10x's a year, they will have to come out as many times until they get it fixed. Cover all of our heating, plumbing, electrical, and appliances. They will replace it if they can't fix it and the only thing we have to pay is \$45.00 per visit. We just got rid of \$77,000.00 worth of stuff. If we just bring in \$160,000.00 this year. By the way the reason we did it immediately is because we lose \$10,000.00 - \$15,000.00 per month, if we don't take it over now. So 160,000.00 minus \$15,000.00 minus \$20,000.00 in taxes. We don't pay water and sewage anymore and gas, that goes to the tenants. We are going to have a handyman that will take care of the little repairs. So say that is another \$25,000.00, which will bring us to \$100,000.00, let's take out another \$20,000.00 for miscellaneous that we are not thinking about, so that brings us to \$80,000.00. Do you think the church could use that if we don't have any money? Let's cut it down to \$50,000.00, do you think the church could use another \$50,000.00. I shared this with the Trustees, I shared it with the Finance and I shared this with the Deacon Board. I said I don't need the churches permission on something that is a no brainer. Because even in our illegal By-Laws it says the Pastor is the lead. LEAD not follow. The Pastor Leads, every organization.

We can get a loan for \$115,000.00 at 3-4%, have the same \$1,900.00 payment that we already have for the Air Conditioner, pay the air conditioner off, then the housing will pay off this note in less than a year. The reason we are going for \$115,000.00 is because we are in the 21<sup>st</sup> Century and I shouldn't be using a chalk board, this should be a power point presentation. Where are you going to find a chalk board in the 21<sup>st</sup> Century – here!!! If I had a power point presentation with the screens dropping down and I could just give it to you, we could have a screen here and screen there and for those in the balcony and we are going to get it. That estimate of \$21,000.00 to get it done. We can afford it now. Now the church doesn't have to worry about paying \$1,900.00 a month because the Housing Management Team is going to take care of it. Then we are going to rent out the upstairs of apartment were Deacon Jackson lives, the church management for the housing is going to rent it out from the church for \$3,000.00 a month. What was my major = BUSINESS. Watch this, the church didn't have money, this is what we were doing, we were paying somebody \$200.00 a month to come and just to turn our alarm on, and wasn't a member of the church. Then we were paying someone \$170.00 a month to come in and change the sanitation dispenser for the bathrooms. Then we were just being nice to somebody, for whatever reason to cook out of our kitchen that wasn't paying rent. Then we cut Carvis' travel to the convention that he goes to, to be a blessing us every Sunday. We cut his convention cost, because we don't have money. Melonie volunteers to give money to the drummers, because we refuse to pay them more than \$50.00 or \$100.00 a month. Brother Gobble went to the committee in charge and asked to buy things for the sound room, this brother has a good heart. Went into his own pocket – 2 recorders, that were part of the original system that went bad

the first recorder went bad the going price for that one was about \$900.00 and we tried to get another but couldn't get money from the church for it. So we couldn't tell people you can't have a recording of the service, so I found another way to get \$900.00 to get it. The second one went bad and I got a recorder for about \$475.00. We need a computer back there so we could edit the music and record workshops, etc., when submitted to the budget committee, we were told there was no money for it, and so we found a way to get a computer. We still have someone we pay \$80.00 a month just to clean those throw carpets – hallway carpets. Let me explain this to you; we told that young man we don't have any money, the same year we gave the Pastor a raise. Froze the budge, but gave the Pastor a raise. How do you do that? Then you are going to tell me, we don't have money. We are doing what we want to do, for who we want to do it for. That is not right.

#### Spent

1. We spent \$150.00 to get our alarm system upgraded, so that we could get the smart act, so that we could turn off and on our alarm system from home. That cost \$6.50 a month. Did I need your permission to get that done? NO
2. The sanitation people, when he came, I saw he was a brother and I thought this maybe his business but I must look out for the church. My interest is not his business, it's the church. So therefore, I called him into my office and we talked. He said go ahead Pastor and cancel it, but I am going to come here every month and still change it free of charge. Let me show you how good God is, then
3. Secretary gets a promotion to leave to go somewhere else. So I asked Lady Lee if she would volunteer full time until we get on our feet. She will not be taking the position; she will not be offered the position. First Lady will not be a professional secretary she brings more to the table than that. She is helping us out. So that is \$21,000.00 in salary this church does not have to worry about, another \$6,000.00 in benefits, another \$4,000.00 in FICA tax. Then, I don't know why she left, I sent her a letter saying we love you, we miss you, thank you for all the things you've done for us and God Bless you in your future endeavors.
4. Rev. Cherry left, we were paying her \$1,000 a month and so we still have that.

Spending the churches money? Come on you'll, we've got to have a church meeting, it's going to come out, cause I'm going to be as transparent as transparent can get. You all don't have enough money for me to go to hell for. Do you hear me? You don't ever have to worry about Dr. W. David Lee, no sir, not going there, it's not worth it.

Now watch this, the caterer that left us that was not paying rent and every time I asked, "we don't know, got to find out." How much is she behind? "We don't know, got to find out." Finally I went to Stacy as asked and found out that she is 6 months behind. O.K., we must deal with this. That was what we were going to deal with first, until we went to the attorney, Trustee Henderson, Deacon Ralston and I meet with the attorney and he told us if any for profit business is happening in your church you are putting your tax exempt status in jeopardy. You don't have to say no more to me – she is out. Now her Mom shared with us, Deacon Ralston, Deacon Young and me that she went out and got her own space, she was paying the church \$500.00. She now has her own place, paying \$4,000.00 a month. If you lay down like a carpet people will walk over you. I'm not laying down for nobody; you are not going to walk all over me, because right is right. Now with all of that said, we got an attorney, Candice Regan, because the attorney we have, we did not fire him, he is still our attorney. His specialty is taxes. We need somebody to help us with this non-profit stuff. So we had her do some research and it turns out, all of you who want to hold me to these by-laws, we are not even incorporated. Don't miss that. As a church in the State of Pennsylvania, we are orphaned. Magistrate can you tell us what that means, if we are orphaned. Means we are independent. It means officers have no protection, you could be sued and lose everything you've got as well as the church. Fiduciary responsibility. If you are going to hold an office, know what your office responsibilities are. I'm trying to help you'll – us. I'm trying to get us in order. We are out of order. Magistrate Tibbs says we are operating illegally. We cannot take offerings, we are not registered. That's why I am doing what I am doing and I am doing it expeditiously. Now we have a 1915 Charter. If you want to hold us to the letter of the law of the Charter, no women are allowed to serve. Trustee Board - no women. One year only and the only reason it has Trustees is because the State of Pennsylvania only allows Trustees to incorporate. One of the first Trustees was the Pastor of the church and was Deacons. You had one true Trustee at the time and his name was Jones. All the rest was the Pastor and Deacons, but they couldn't say as Deacons were incorporated, you had to be in law with the State Law – Trustees. That's why; back in the day since you'll talk about Trustees ran the church for 100 years. Deacons were Trustees as well

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Deacons. When Dr. Hairston was Pastor, there was the chairman of the Finance and Deacon committee and the chairman of the Finance and the committee was Terrell Howard who was a Deacon ran the business of the church. Elmer Williams had this man dual status. Deacon Ralston's father – Trustee/Deacon. David Pate – Trustee/Deacon, because they knew to be in compliance with State Law, Deacons had to also serve as Trustee. And to be in compliance with God's Law, Deacons were supposed to run the church. So he had them dual status, because no Trustee should ever try to tell a Deacon what to do. Are we getting some understanding now? I know we are, so we have to do a few things beloved, because there is a foot in place trying to get me out. First of all, I know too much about you all for you all to try to get me out of anywhere. I'm going to wrap this up. I had to call this meeting, because there is too much madness going on talking about we are not sharing anything, my Trustees, my Deaconess', and my Deacons know everything. The only thing that I did not share with the Trustees and Finance is that we got an attorney, because I knew that you were trying to do what you were trying to do, why would I let you know that we have our own attorney. That's transparent, I am telling you now. But when they called me and asked me, they had to sign the check for the attorney, how did they not know? The Trustees had to sign the check, that they did not know about. Stacy who signed the check for Attorney Regan? Answer: A member of the Deacon Board and a member of the Trustee Board. Who signed it; Deacon Ralston signed and Trustee Lonnie Mitchell. (Stacy Gant's comments – First let me say that I am so proud to be a member of Sixth Mt. Zion, this my home and I love this church and I came here because of the warmth and love that I received here. Now we have a procedure that whenever we sign checks there are two people who have to sign checks, Pastor if you ask me I can tell you, it is not a secret, Mr. Lonnie Mitchell signed the check. Lonnie stated that the check was blank check. Stacy says there is just a small correction to what Mr. Mitchell said that only had to pertain to our regular expenses, i.e. gas, telephone, our normal expenses that we pay on a regular basis. Stacy says that everybody should have known what the check was for, because I shared it with them. I couldn't have them sign the check and they not know what they were signing for that amount of money.

You can say what you want to say, but John Henderson called Deacon Ralston to ask why we needed another attorney? Listen people, stop, the body didn't know we had an 11.5% interest rate. I am here sharing with the body now. I'm telling you we don't need your permission, because you all don't know what you budgeted in for an attorney - \$9,000.00, you only paid \$5,000.00, so we just added one more and we said we have to do it because it was this attorney who told us we are illegal operating as a church and you did not know that. There is so much lying going on. And that is why we are dealing with this. Nobody, Trustees, Finance Committee, just answer this one thing; did you not know about this stuff we just shared. "No" Did you all know we had some \$120,000.00 sitting there in the bank – in cash? So you want to know about transparency, where is the transparency, where is the Love?

Sister Hemby – Could not hear her question.

Pastor: So how did you hear about this other attorney? What else did you not know? All this stuff I just shared with you is not new. We have been dealing with LaVelle for some time. I will tell you why we did not share this until now. Because, I already told you, I was trying to get things in order so that we could all come together and present this to you as a team. I said at the meeting, Deacons, Trustee, Finance and Deaconess who are witness to what I said. I said you do not want me to bring this information to the people without us doing it together and we can say "this is what we did". Cannot hear Mag Hemby. And this is what I said to that; it is my responsibility to protect the sheep. It is not my responsibility to hurt anybody intentionally, and if I bring this to the people as is, they will want you head on a platter.

Could not hear the statements made Mag, Jackie, etc.

They want me to do that, but they did not come to you with the right information so that you could take a vote on something that would make sense, but not nonsense. I'm talking about the air conditioner, why are you? How many people knew we were paying \$200.00 to come in here and turn on the alarm? All these people did not know. All I am saying is that I wanted to protect all of my people and I wanted to make sure that as Pastor that we work and we bring this together, but the only reason why I'm doing it is because so many lies and innuendos are out there and I want people to know that we are going to stop the madness.

Gemany – I hear what you are saying, but it's a fact there are lot of things in the decision making that is not given back to the congregation or anything. I feel if you are doing bad the congregation should know also as well as you are doing

I've heard all these rumors, I stayed away from them because I gave you your free hand and by me being in my position that I have to work with you too.

Pastor – I want to ask you this and I am sincere; shouldn't you know everything about what is going on in the church? Giving you information does not mean you have authority to take a vote on what I do, because certain things is Pastor's leadership to bring to the church and say this is where it is.

Pastor: But now let me ask you this, how much of the information I shared with you, did you know?

Germany: I knew about the \$200.00.

Pastor: But, I'm making a point, but I am giving everybody more information than they have ever had.

Germany: You are giving more information

Pastor: Now next point, I'm not here ever to be a dictator, believe you me, these brothers here, I meet with them every Monday. I don't make a decision without their vote. When we got everything together I wanted to bring it to you, but I said I am bringing it to you now, because of the rumors you that you hear that are not lining up with the truth.

Germany: I agree with that.

Pastor: The next reason why I wanted to wait. But you all forced my hand, because I get the letter this morning, which forced me, people taking about we are lying saying that we fired the attorney, and we have not fired anybody.

Germany: But the rumor is out there

Dolores Neal: I have one question, the few months that you have been here as Pastor-Elect, how did you get so much authority to get all of this you have gotten in to? The Deacons, if they were going to give you this authority should have come to the church first as long as you are Pastor-elect. That's my opinion and I don't know who else's it is.

Pastor: O.K., if that is your opinion, I am cool with that. Now I just went through with that.

Mary Harris: You know what? Sixth Mt. Zion, I've said this before, when we were arguing about this church. You should be ashamed of yourselves of what is going on in this church right now. This is a Church of God, this is no political meeting. This is not Democrats or Republicans. This is the Church of God. Let me tell you about me and my child last week. We were up at Edgewood Towne Center shopping and Della was putting her groceries in the car, don't you know there was a shooting up there in front of my daughter and my grandson had to hid behind a chair, this is what we should be praying for "these young kids with guns", not the violence in this church. So stop it right now, this is ridiculous. I am so ashamed of you all, I don't know what to do. Some lady walked up to me and said you all are having this much trouble in this church, I am not coming back anymore. This is really sad and I am really sad about you all, this is a church of God, not a church of political rise. Thank you.

Unfamiliar Person: Sounds like Sheila? I just want to ask a question, I wasn't here most of last year, I came back when the Pastor-Elect, but I want to know, how did he get this position, if you people did not vote him to give him these many problems. I am really confused.

Pastor: I want to get you back in authority, because there was a statement made as to how did I get this much authority. No matter how many times I share with you my Sister Neal, and I am sincere, with all due respect, no matter how many times I share with this congregation what "Pastor-Elect" means, you still want to use your own definition. And that is O.K. I can't argue that point. You elected me as your Pastor. That is what Pastor-Elect means. The ceremony is nothing more than that. It's just a nice way to raise money for the Pastor. All of us Pastors know this. I keep trying to share with you and if you want to run with that, go run with it. It doesn't make a difference if I had the meeting before or after, but if you stay there stay, I'm o.k. with that. If it is Pastor-elect, Pastor to be, whatever I am still Pastor. No matter how you slice it.

Brother Grimes stated that is not what I came back here for, I came back for the love, as Sister Stacy just stated.

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Reading something from back in 1997, July 18<sup>th</sup>; business meeting of Sixth Mt. Zion Baptist Church. I'm not going to call the names, just give you a sense of what was going on. I'm not going to give names. So and So stated that we should read more scriptures and do what the scripture says. Next person, not calling any names So and So stated that we should be about praying more. Someone else stated that we are bound by legalism and we need more spiritual attitude. Someone else stated that we need more love. Someone else stated that we should count our blessings and start to pray and be more scriptural. 1997, sound like now. About the serious problems in this church with God's help, he hopes that we can find out what the problems are. Pastor stated "he found them." And then it stated that we should all pray together and have respect for the Pastor and Deacon Board in this church.

Let me now wrap this up. You'll had a church wide meeting on Pastor Williams, these are the minutes from that, after the recommendations to vacate the pulpit. You'll lost it, because the people voted for the Pastor to stay, and a few months later he just resigned. It said this, after the debate, the recommendation was distributed to the membership present a copy of the recommendations attached to this set of minutes, after hearing the recommendations, the meeting was out of control. Christian folks were are you, the meeting got out of control. To this extent, there were people making statements coming to the front talking and just general chaos. That's you alls minutes; doesn't sound like a Christian church. After remarks directed to the committee, the Pastor and other members of the congregation a point of order was called several times and the meeting adjourned twice, then restarted. At the time of the vote, the person taking the minutes had to leave at 3:00 PM, but wrote her vote and her Mom's vote in as an absentee vote. So and So volunteered to take the remaining of the minutes and this is where it happened, after much discussion they asked to they asked for a vote to accept and a 56 voted to reject the report 19 voted to accept the report that settled it, but just a few months later a Pastor of this church who loved the people resigned from this church because of what took place. You think God is smiling down on us? Let me share with you this, we do love Dr. Hairston, former Pastor of this church, we do love and respect Dr. Elmer Williams, with all due respect, we love him and I'm sincere about that. What breaks my heart every day, because I have to drive past these apartments every day and to see them in such deterioration, both the Center and the property, I would be ashamed if you were to put Rev. Lee on any of those buildings. These were premier Pastors and we have their names on property that we wouldn't want our names on. They are probably looking down on us and saying, what in the world are we doing? I have a responsibility as Chief Stewart of this church to get that right. And I am going to get that right, and I want to be proud when folks want to know who Dr. Hairston is, they can look at a building that is reflective of his character and his dignity. Same thing with the housing. And if I have to fight you all to do that I'm not going to fight, but I am going to get things in order.

I want to read one more thing from Dr. Elmer Williams. I want you to listen to this, where we get our authority from, listen to this. This is one of your annual business meeting pamphlets that you get every year when you have a business meeting. General duties of the members, I'm going to read it straight from our book.

1. The duties of members to themselves are the acquisition of scripture and knowledge, constant progress and spirituality, consistency of external conduct and the control and eradication of every unholy temper. It is the duty of members to honor, esteem and love their Pastor, to pray for him fervently and daily.
2. To submit to him in scriptural authority. To attend constantly upon his administration. To manifest a tender regard for his reputation. —This is the Pastor that we loved. To contribute towards his support in proportion to their ability.

That's just the first two of general duties of members of this church. I don't know how many times I have to explain to you what the term Pastor-elect means, but this puts it all in order as far who is in charge.

Here are a few things that we have to do before the installation, and we are bringing it to you now. And because we are so out of order, we are going to put some things in order, and we need to do it because I am not coming back to this again, ever. We have to get right with God and according to God's word.

1. By-laws have not been adopted or ratified. It wouldn't matter anyway because we are not incorporated with the State, therefore we are default. So we have to get in order immediately which we are doing with the attorney that we hired to help us.
2. With that, there was a 1976; Pastor Elmer Williams put in place a not-for-profit corporation called S.E.E.D. I read that in the minutes. And the purpose of that was to make sure our property is tax exempt. As you know

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Another not-for-profit corporation was formed during 1976, the new corporation has two purposes; to stand between church and additional liabilities based on the property acquisitions when the property is put under new corporation, the church cannot be touched with any form of liability. He was a genius.

3. To promote housing program for the church in relation to this purpose, the corporation prepared and submitted two proposals; incorporation with ARCO, corporation to the Department of HUD for their consideration, we requested from HUD \$960,000.00 to acquire YMCA. This was a brilliant man. Would provide 35 one bedroom units and 5 two bedroom units and senior citizens. The YMCA will rent the first two floors back to operate the Y program. Did you check that out, we are going to get it with somebody else's money and have the YMCA to rent from us to use it. Genius. We have received preliminary approval for this project. The second request is to ask HUD for 1.5 million dollars. Guess what this corporation is set up, but the church isn't. It's still active. It's been active since 1975, i.e., we should not have been paying taxes. Therefore we are going to get the last five years of our tax money back. At the tune of \$100,000.00 and then some.

That's what I am doing for this church. That's why I have the authority to Pastor this church, because nobody ever pastors a church but the Pastor. If you can Pastor this church better than me, then you don't need me. But let me ask you, you'll were in place without a Pastor for almost two years. Offering went down and attendance went down. (Inaudible question asked) Well I thought you'll knew better. If that was the case, membership is going up and offerings are going up. I think we are doing alright; it was 26 new members since December 1. I can't get into my groove, because I have to deal with so much pressure about this mess. Can you imagine without the pressure? Folks are just lying and do all what they are doing. Can you imagine how God will bless us? We have the installation going on, I was praying that we could just go through with a lovely installation and we could just act like we like each other. I really did, but then I got this letter this morning and I said Lord Have Mercy. I shared with my Deacons, I said I can't, enough is enough. We have to do a few things, we have to get our church in order and I'm doing this, to get our church in order, because I didn't come all the way here to deal with people who act like they don't know better. So we are going to make sure, regardless if you better or not, at least you are going to know it. We have to put some things in order as a church because we are incorporated and yet we are not legally operating.

I'm going to read a few resolutions that we are going to take a vote on:

I gave you information to show you what the Bible says about as Deacons, and I shared with you that we history that we had dual status Deacons and Trustees. We are going back to that and the reason is we need to comply with our Charter for State purposes, but comply with the word of God, more importantly and that's why Dr. Hairston and Dr. Elmer Williams had dual status for their Deacons and that is what we are going back to. We are not going to have this power struggle over who is in charge. There are only two offices that came out of the Bible all the others are manmade. All the other officers are at the discretion of Pastor and Deacon Board. And if you don't agree with that, that is your prerogative, I just ask to read the word and do some Bible study and if you don't still agree with it, I can't change that. This is where we are;

1. The Deacons have already voted to take over the management of our property so that we can begin to see that property as a blessing and no a burden. We are presenting this to the congregation, so I will need a motion to put on the floor that this church takes over of the management of the property under S.E.E.D. – Sixth Economic Expansion Development, Inc. which was done in 1976 by Elmer Williams and immediately allow us to be tax exempt and our attorney will get us our money back. So moved by Deacon Ralston and second by Deacon Elder. It has been properly moved and second. All those in favor, let it be known by saying "I". Nays (there were just a few). "I's have it – so ordered.
2. In order to comply with our Charter, we need Deacons to also be Trustees, I'm asking that our Chair, Deacon Ralston, Jim Barley is already a dual, Deacon Elder and Deacon Young have dual status as Deacons and Trustee in the life of this church. I need a motion to get that passed. So moved by Deacon Harris and second by Deaconess Taylor. It has been properly moved and second. All those in favor, let it be known by saying "I". Nays (I did not any). "I's" have it – so ordered.
3. Our by-laws are out of order and I will tell you why. We have a Finance Board that says that two positions from every major board should sit on this board, in that it has the Finance Board choosing two of the board,

you can't do that. It does not make sense; you can't have a finance board to have two people on the board when the board doesn't exist unless you have two people from each major board that makes up the board. It is so confusing that I lost you didn't I? Read it when you get a chance. It says you should have two people from each board, major boards, Trustees, Deacons, Finance Board, Christian Education Board and another board, I can't recall right now are supposed to sit on the Finance Board. You can't have the Finance Board in that group because the Finance Board is made up of the other groups. It's out of order. And there are other things in there that are out of order. The By-Laws and Constitution was done without the leadership of a Pastor. The By-Laws and Constitution were done absent the leadership of a Pastor. I'm asking a question that I already know, so I am sharing with you, when Miles got put out, you'll come together and said we have to get by-laws. You did not have a Pastor and when Cornelius Williams finally got here, you'll were still discussing about by-laws. Pastor Downing had set a date for the by-laws to get approved and left before it happened. By the By-Laws are so out of order, let me show you how. In the by-laws it states that nobody could cost the church more than \$500.00 without calling a church meeting. That is so out of order, you mean to tell me that the church computer went down right before Easter and we couldn't get the bulletins done unless we get a new computer. I would have to wait to call a meeting to get the church to vote on to buy a computer. You can't micromanage like that, that is so out of order, that is about control. And we have some control people in here, and we need to stop. That's why I know it wasn't under the leadership of a Pastor, because a Pastor would have said, you'll are crazy. You don't do that you could have told Elmer Williams that he couldn't do something. Would your Daddy put up with it, Dr. Hairston; "No?" Why are they requiring that of me? I'm going to read a motion, this one is key; we have the Installation coming up, we need a budget for the installation. I am going off the amount it was when my predecessor was installed and it was \$20,000.00 back in 2000. It is now 2013 and we have money, so let anybody tell you differently, so I need a motion to set the budget for the installation at \$20,000.00, that's not to say we are going to spend that amount. That is just the budget. So I need a motion for that; So moved by Deacon Young and second by Deacon Harris. It has been properly moved and second. All those in favor, let it be known by saying "I". Nays. "I's have it, Thank you very much.

4. We are going to move into getting new By-Laws, so that we never revisit this type of party again. We have to get into the 21<sup>st</sup> Century. We have to put a stop to the madness. Ever since Elmer Williams died this church has been fighting. I've read the minutes until I've been exhausted. And the reason I told my Deacons and everybody else at those Joint Board Meetings that we've had; I didn't want to do anything because I knew it was going to be a cesspool of fighting, just like it is starting to happen here. I'm not here for that, sincerely I'm not here for that. I'm here to lead this church and I promise you, if the church is not well under my administration, I will resign. Because I'm not here to Pastor a dyeing church. I don't hang around death, I hang around life and that is what we want to bring back to our beloved church. And we are doing that, but because we are getting some wickedness happening around us, we need to stop. So I am putting a motion on the floor that until the Pastor and Deacons draft up By-Laws we will follow this book right (Hiscox) here and how it suggest we should run our church, I promise you, we will have our By-Laws by our first official business meeting on another Sunday, but it will be downstairs and we will provide food. Allows us to do that and present to you so you can see it and read it and we are going to go now. Expect to stay at while, because we are going through Perce item, everything in the By-Laws and I will explain it. Because immediately, we are going to vote on it after discussion and we are going to sign it, seal it and I am going to ask the Magistrate if he can be there and if he can't I am going to ask Denise to have her notary, so we can notarize it and date it and we will have copies and they will always be in the achieves in the safe, so whenever the question is asked, when have these been ratified and adopted we will never have to worry about that again. I will need a motion for that. So moved by Deacon Harris and second by Deacon Young.

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It has been properly moved and second. All those in favor, let it be known by saying "I". Nays. (a few) "I's have it, Thank you very much.

✓ 5. The Deacons and I have entered into an Employment Agreement in that in our illegal By-Laws it states that the Pastor doesn't have term limits. I Pastor until I decide to resign or until the church decides because I am not doing what I should be doing they can call for me to vacate the pulpit. No, I did it differently, We had the attorney draft up and they looked over it and I pointed out this; 20 years and then it will automatically go into 10 years and if things are going well and we want move forward, it will automatically renew for 10 years. And after that, I am getting old anyway, I will want to retire. I'm 48 now, I will probably say thanks but no thanks. But with that, in there, I can't secretly candidate for a church and come to you and tell you I am resigning this is my last time because I have a church, that's not fair, I can't do that, I will have to give you notice. Likewise, church can't do anything with me without cause. Without cause means, I have to violate, something that embarrasses you, as your pastor, something egregious, bottom line if something happens, I'm stepping down anyway. But if I refuse to step down that is the out for the church because they know it is in the agreement. Now if the church just wants to be stuck on non-progressive, just want to be who we are, keep fighting Pastors every Pastor you've had since Williams. If that what you want to do and you still want to vote me out, you have to still honor the contract for the twenty years, because I know the history and I was not going to accept this without a clause for me. So let me put that in writing for you, say you want to vote me out and do all that you do to get me out, I'm cool and the gang, because you still have to pay me for 20 years. Understand. (Could not hear the comments from Magistrate.) Because we are not incorporated, we have to, but it will be incorporated in the By-Laws. (Comments from Magistrate, can't hear what was said). The Deacons already approved in this body, because we are not legal. This is the body that we have to o.k. our employment agreement. (Magistrate- something about recommendations from the Deacons). I'm just sharing with you what is in the contract. So I am bringing it to a vote now so that we can make it a part of the By-Laws. Magistrate Tibbs says he is still not clear on what you are trying to do. Pastor says we have an Employment Agreement, because we are not legal, our By-Laws are not active or legal. What we are saying is that we are putting the Employment Agreement that the Deacons have already put in place and bringing to the people to vote that so that when we come back on the 4<sup>th</sup> Sunday of April, 2013 and have our meeting and present this to church, it will be included in that, but until then we are operating out of order. Magistrate Tibbs says you are operating under a current contract that was signed by you and approved by the church. Pastor - No, not at all. Magistrate Tibbs says he understood you to say that you all sat down and discussed. Pastor says he, the attorney and the Deacon Board so we bring to the people to vote on. Magistrate Tibbs, before that you said you sat down with them and they made you the offer. Pastor - yes, we already approved the salary and everything in the Employment contains that salary. Magistrate Tibbs, oh, salary and some other amenities. Pastor, that's right that was the agreement of the package of salary not an agreement of Pastor's duties and responsibilities, etc. An Employment Agreement that we bring to the people. All we agreed on when the people came to vote on my salary was just the salary. So what I am putting in motion now to get us place so that when we bring to the meeting on the 4<sup>th</sup> Sunday, the Constitution and By-Laws, all that is going to be incorporated as written in the Employment Agreement. Now I am sharing with you the nuggets of it that is the key components to it so you think and understand that I was not trying to dupe you, it's transparent. I'm being as transparent as transparent can be. (Did not hear what member question) Pastor - because I am 48 and 20 years might be all I can handle. (Member question - Where is the church reassurance if we give you 20 years, if something were to happen for some reason the church does not want you as Pastor?) If the church is not going in the direction that we think the church ought to go, If the church declines and the church is just dying, that's cause, because it is my Pastor responsibility and duty to make sure that the church grows and the church becomes better than the way I received it. Now if I ever get to the point where the church was when you did not have a Pastor, you won't even have to ask me to leave. I will go right to my Chairmen of the Deacon Board, if he is still my Chair and say listen man; it is time for me to move on. God isn't blessing the ministry here. But if just want to get used to the money and some do, then you have a right, because there is a clause that says that "just cause", because the church is not growing, the church is stagnant, the church is not in a better place. You have a right to call for these Deacons and any member of the church to have me to vacate the pulpit. It's like when BJ asked in the salary piece, when you had asked us what about evaluations. BJ commented then that she questioned it because we were offering you \$80,000.00, with no

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duties and responsibilities and getting nothing in return and you said, bragging on your PhD that you would remove yourself. Pastor, explained that he does not have a PhD, I have a DMin, and you said what are some of the things that marked to warrant that salary and I said to the group, my qualification and my predecessor with less qualification was getting more than me and I said if the church goes the wrong way, I will be the first person to bow out and tell you this isn't the church for me. BJ says that it sounds like you are evaluating yourself. Pastor said I'm not saying that, I'm say the people can make the decision. If you all say to me Pastor, the church is going the wrong way, we've bought in 26 new members. The clause says, if I don't perform my duties well, I'm out. Help me out, I'm giving you'll a clause to make sure you'll don't get stuck with somebody you don't want, it's in there. I need a motion. So moved by Deacon Harris and second by Deacon Johnson. It has been properly moved and second. All those in favor, let it be known by saying "I". Nays. (some) "I's have it, So ordered.

We will deal with the rest of this at our church meeting on the 4<sup>th</sup> Sunday, it is late. Please don't leave without praying, we appreciate your vote. Now we are going to move forward and handle some other things that needs to be done and that will done at our next meeting.

Closing prayer lead by our Pastor

Deacon Young – I have a question to the statement that was made. How do figure the Deacon Board operated illegally or out of order? I have a concern about that.

Pastor Lee – We will talk about that in private later.

Let us move on.

Sister Bagley – I have been in this church since 1964 and for the first time I have heard about By-Laws. I didn't know anything about the By-Laws and you are right, there are people in this church who want no changes, they are one way, and yes they do put a dollar in the plate. So I agree with you and give you heads up and I appreciate what you are doing and Thank You.

Pastor Lee – I appreciate that and we are going to leave on that note.

We need a motion to pass, ratify and adopt these By-Laws.

✓ Deacon Ralston – Brother Pastor, I make a motion that we ratify these Constitution and By-Laws of the SMZMBC; seconded by Deacon Young.

Pastor Lee – He is making a motion. You are out of order, anybody can make a motion.

It has been properly moved and seconded that we adopt and ratify theses By-Laws and to make this the governing Constitution for our church. All those in favor, let it be known by saying "I" Any " Nay's "– Some Nay's – I's have it. So ordered.

Point of order – Please sit down.

Let us all stand as we are going to give the benediction. We have too many kids in the house to watch this attitude. Let us pray.

Closing prayer by Pastor Lee

Sister Denise Smith – Notary – Notarized the document.

Meeting adjourned.

Respectfully submitted by:

Sheila D. Christian  
Church Clerk

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LEE DEPOSITION  
EXHIBIT

13

**Sixth Mt. Zion Missionary Baptist Church**  
**Church Meeting**  
**Sunday, April 28, 2013**

The meeting called to order by Pastor Lee

Scripture reading by Deacon Grover – Isaiah 40  
Deacon Ralston led us in opening prayer.

Agenda and By-laws were passed out

**Agenda:**

Reading of Minutes from Emergency Meeting  
Pastor Lee's Opening Statement  
Reading of Constitution and By-Laws  
Discussion of Constitution and By-Laws  
Vote of Constitution and By-Laws  
Election of Said Officers  
Pastor's Closing Remarks  
Closing Prayer

Need a motion that we accept the Agenda – Moved by Deacon Arthur Harris and Seconded by Deacon Timothy Ralston. "I's" have it. So ordered

Welcomed back to those I have not seen in a long time.

Let me share with you on how we conduct meetings here at Sixth. When one wants to speak please raise your hand and once you are recognized and given the floor, please stand and state your purpose. Respect is the order of the day. For our young people, as adults we will be an example to let them know how church business is done; in a respectful loving way. Outside of that you are out of order.

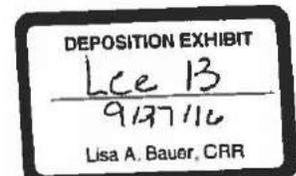
Minutes from last meeting minutes read by Sister Sheila Christian, Church Clerk.

You've heard the reading of the minutes. What is your pleasure? It was moved and seconded by Deacon Ralston and Deacon Barley that the minutes be received and referred to any corrections.

1. Corrections to the minutes: On the first page under discussion opened with explanation, where it said the Pastor is the chief Stewart; all of that came out of the Hiscox Guide for Baptist Churches.
  2. We had Kevin Johnson as one of the dual Deacons/Trustees.
  3. We talked to both Attorney Regan and Odermatt in regards to our fiduciary responsibilities.
- Those are the corrections. Question? "I's" have it.

Is Attorney Regan in the house – I will recognize her when she comes in.

Let me say as your Pastor, I said to the Deacons this morning as they welcomed me as Pastor and no longer Pastor-Elect. I responded "Are they going to treat me better" now that I am Pastor and no longer Pastor-Elect? I was sincere about that question, because maybe a Pastor receives more respect than a



Pastor-Elect for whatever reasons, I don't know, but maybe that is the case. Nevertheless, that is what I asked. We are moving in the right direction. We have been meeting with our Deacons every Monday for the past two or three months. Trying to get some things in order that the Pastor has discovered is out of order and if we are going to move forward as a congregation, to go further than we have ever gone before, we need to be in order. When I say in order; not my way, but God's way; not my will, but God's Will; not my word but through God's Word. That is the only thing we ask, that whatever we do, it's in order with the God that we say is our Lord and Savior Jesus Christ and if we are not going to honor God's Word, we can't do it. I am emphasizing this because most of the areas of challenge come from those who are not in the Word. And if we stay in that Word, don't leave it; if we allow that to govern us I guarantee you that Pastor and People will always be on the same page.

I am not going outside of that, and I can't allow you to pull me outside of that. Because I have to do what is right and I have to answer for what I have to answer for, and nothing else. Nobody here is going to be standing with me when I go into come out no more and I have to give an account of my stewardship. Of the people, of how we manage, how we lead and how we love each other, I will be held accountable. Not my Deacons, I will be. Just like if anything goes wrong with this church. They are not coming after you, they are coming after me. So I'm the kind of Pastor that makes sure that we must dot our "I's" and cross our "T's," because I am not playing the fall guy for anyone. So the first thing a Pastor does is to come in, get things in order, and see where things are. So we went through that. The next thing I realized is that our By-Laws are so out of order. You know how I know it they are out of order; it's because we only pick and choose the parts that we want to use. When things are in order, no matter how you pick and choose, it's going to end up on the right side. Not ours, and so this is where are. We said that by the time we have our next meeting we will have our By-Laws. I am going to go through the key components of it because that is where the difference is going to be in everywhere from top to bottom, so you know there is no secret. There is nobody higher than Pastor, Deacon Board. All through it, it states Pastor and Deacon Board. I can't dictate to the church, all I can do is bring it to my Deacon Board, if they vote it down, guess what? It's voted down. Only way it gets to the people is if the Deacons vote for it and if they voted for it, we are good to go and we bring it to the people, and the people will have the last say. Christ is the Head, Pastor, Deacon Board and all the rest.

So I am going to bring up a few things now. I need to read something from our National Baptist Hymnal. This is important. This Covenant; that is in here, is the same Covenant we have in our By-Laws. I just typed it up from the Hymnal. It's the church covenant of the National Baptist Church which we recognize as one of the organizations we support along with the Progressive and all the others. The second paragraph; We engage; therefore by the aid of the Holy Spirit to walk together in Christian Love, to strive for the advancement of this church (Sixth Mount Zion) in knowledge and holiness, to give it a place in our affections, prayers and services above every organization of human origin. To sustain its worship, ordinances, discipline and doctrine, to contribute cheerfully and regularly, as God has prospered us towards its expenses for the support of the faithful and evangelical ministry among us; the relief of the poor and spread of the Gospel throughout the world. In case of difference of opinion in the church, we will strive to avoid a contentious spirit and if we cannot unanimously agree we will cheerfully

recognize the right of the majority to govern. That is our Covenant. That is in our By-Laws. That means in case you didn't get it, if you don't get your way, don't pout or have a pity party, complain, fight; no we cheerfully go along with the majority. We work together; we agree to disagree, which is on the front of our bulletin. That is one thing that attracted me to this church. We are grown people who know how to disagree lovingly. Well that's what we are going to do, if it hurts us. We have to make sure we do this right.

Everyone has the By-Laws in front of them. Let me tell you why we need these By-Laws done today. As you heard, we are not incorporated and we have to get our By-Laws in place. We want to hurry up and get our houses off the tax rolls.

This is why I have been working tirelessly to get these things done. In the midst of all the other things we have been doing throughout the week, we still wanted to take care of this because the church has to move forward and get itself in order.

The first few pages are just the general type of things you will find in By-Laws. The Preamble; the name; who we are. Now one of the things we need to do, that we have already looked into, but we still have to wait for is that "Missionary" is not in our Charter. So we are trying to get the name "Missionary" in our charter, so that it all flows and that we are not being misrepresented if someone wants to get caught up in semantics on the name, we are in order. We know that shouldn't be a problem, but if we do it in our By-Laws, nine times out of ten we should be covered.

#### The Purpose

This is a general purpose of what we do. We are a religious organization, nothing radical, just our general purpose. So that whatever our purpose maybe, and whenever we get our website up and we start putting ministries in place and we get a true mission and purpose, we can get that together and it doesn't conflict with our general purpose. It is not specific, it is a general purpose. The same thing with the Mission Statement, it is very general, nothing that will box us in; general, your every day type of Mission Statement for a church.

#### The Doctrinal Statement

Same thing, going along with our Baptist Doctrine, you can find them anywhere, we just typed it up as we saw it in other Missionary Baptist By-Laws. We didn't create it, it something we believe in and that's all you have there.

#### Church Covenant

Again, we took it right out of the Hymnal, very general, just took time to type it. So that is fine.

### The Government

How we govern ourselves. I am going to read this.

The Government of this church, under the head of Christ and the leadership of the Holy Spirit is vested in the qualified voting members of the church. By action of the church and electing its officers the immediate direction of spiritual and temporal affairs of the church shall be committed to the Pastor, Deacons and said officers during the term of office for further provided elsewhere in this constitution. SMZMBC acknowledges the Lord Jesus the Christ as its head and receives the Holy Bible as the only infallible guide in matters of faith. Church order discipline is amenable to no Ecclesiastical body. Which means we have autonomy, we recognize other organization, which it speaks here, like the Progressive Baptist, The National Baptist, The American Baptist USA, Inc., Pennsylvania State Baptist Convention, Allegheny Union Baptist Association, The Pittsburgh Baptist Ministers Conference and vicinity. We were always a part of those entities, we recognize them, but they do not have any authority to come in this church and tell us what to do. We freely recognize those organizations and we participate in their conferences and we will often times recognize the ordination process. Outside of the process we have the right to do for Sister Harris. AMEN. I might have to cut that paragraph off or it might come up somewhere down the road.

### Officers

We recognize biblically, there are only two scriptural officers in the New Testament Church; Pastor and Deacons. God's method by which the church of Jesus Christ has moved forward down through the centuries is that God selected the person to be the leader (Pastors) and then he gave the leader others; Deacons, to serve as support to the leader in as fellow service to the congregation. It is understood that God has always chosen to give the leadership the vision for the work of the Lord for Pastor and Deacons to work together for the enlargement of the Kingdom of God as a beautiful experience.

Pastor – This is a teaching moment for us.

There are three synonymous terms that describe the New Testament Pastor.

1. Signifies – Shepherd and illustrates his role as one who leads, feeds, and guides the flock committed to his care.
2. Overseer – Indicates his administrative role
3. Elder – describes the respect he should merit.

Therefore the Pastor shall be spiritual leader i.e., chief executive officer in the church, moderator of the church meetings, ex-officio spiritual leader and member of all boards, auxiliaries and ministries of the church work and all activities. He shall serve on a permanent basis. The Pastor shall be the only leader of the flock. The under shepherd.

There can never be two leaders. It shall be the duty of the Pastor to preach the word and administer ordinances and to take and have charge of all services and watch over the spiritual interest of the church. The Pastor is to protect the flock from wolves that will slip in, in sheep's clothing to devour the flock. I'm going to say a whole lot about that, just for a moment. It did not say wolves in shepherds

clothing, under shepherds clothing, it said sheep in sheep's clothing. You can recognize me if I'm in my shepherds clothing or under shepherds clothing, but you can't recognize the wolves if they are sitting beside you, because they are disguised in sheep's clothing. That's Word, I'm giving you Word, that's Bible. So it is the under shepherds job to protect each and every one from the wolf. So when you fight Pastor you actually fight the one who is trying to protect you and cover you, pray for you, call down the Power of God on anything that is trying to hurt you. So if you take away your covering you're exposing yourself. That's how spiritually powerful it is when David said "don't touch my anointed". Don't do my prophets any harm. David understood and refused to do it when he had the opportunity through his good friend Jonathan to kill Jonathan's father Saul. David knew. Touch not my anointed, even though he was being hunted down like a dog to be killed. Touch Not my Anointed. That's what this is about. And I promise you if SMZMBC follows that, God is going to continue to bless us. But how can God bless a church when it fights its Pastor. God is not going to do that, it can't be done. God cannot bless it because we are out of order and disobedient. God does not honor disobedience. Obedience however is better than sacrifice. AMEN.

All employees, salary or otherwise, including associate workers, if any, shall be directly responsible to the Pastor. The employment or termination of the employee shall be in the hands of the Pastor within the limits of the budget and counsel with the Deacons.

Upon the death, resignation or dismissal of the Pastor, the church shall seek a candidate who whole heartedly subscribes to the Constitution and By-Laws of this church. The Deacons shall serve as the Pulpit Committee for the selection of the candidate to present to the congregation for a vote. (At the Deacons Board discretion other members-at-large may be added to the Pulpit Committee if the Board deems it necessary and will serve as an asset to the Pulpit Committee. No candidate shall be presented to the congregation without at least 2/3 vote of the Deacons. The Deacons must give notice for the consecutive Sundays before a congregational vote may be taken. A vote must be 2/3 majority of the votes cast by those who are qualified to vote under the provisions of the Constitution and provided there be present a quorum. The Pastor shall be called to an unlimited tenure to be terminated only by his resignation, death or doctrinal of departure from the word of God and this Constitution and By-Laws or his inability or unwillingness to fulfill the responsibilities as the under shepherd of this flock at which time the Church acts accordingly to the above order. The Pastoral ship of SMZMBC is a calling. It's a calling, not just an election of another officer in an office. It's a calling; I put that in there so that we understand what we do after you call somebody. It's like inviting someone to your home and treated them horribly. We won't do that; that's not good manners. I was taught you be nice to your visitors. When you invite somebody into your home, My Mamma gave up her bed for our family who came in. We would sleep on the couch or the floor. I didn't grow up in homes like you, we are project people. We would give up our beds and sleep on the floor with our friends. Been there done that. Yes, we had friends, I know what they are. Hallelujah for advance and progress. I'm just telling the truth. The Pastor shall be responsible, under the leadership of the Lord for inviting all guest preachers, speakers that shall fill the Pulpit; evangelist, missionaries, bible teachers in order to maintain a well rounded spiritual program of the whole church. The Pastor shall perform all duties which are assigned to him. Basically those are just the traditional duties that the Pastors handle. You can read them at your own leisure.

### Deacons

Shall be elected and/or ordained upon the basis of qualifications as set forth in the New Testament. The number of Deacons to be elected shall be determined by the need as determined by the Pastor and Deacons upon growth of the church. Their term of service shall be unlimited in order to comply with the Charter of SMZMBC. Charter was in 1915. Pastor shall appoint 5 Deacons to be presented to the church for election to serve as Trustees along with 3 Trustees from the membership at-large. These 5 Deacons are to serve with dual status as Deacons and Trustees. The 5 Deacons that are chosen to serve as Trustees shall hold two offices simultaneously. In other words the 5 Deacons chosen will serve as Trustees as well as Deacons. I am being redundant intentionally. The Pastor shall appoint 5 Deacons to serve as Deacons/Trustees annually to be elected by the congregation. First let me tell you why. Our Trustees must be elected annually, even if they have 3 year terms, five year terms, life terms, whatever terms you put, they have to be elected each year according to our Charter. We can't just have Trustees going on and on and on. We have to legally be in compliance, we have to vote for them every year. The Pastor and Deacons have voted to make of Deaconate Board open to be male and female candidates. Turn to the back page to Appendix A. Page 20. There are two scriptural verses.

Joel 2:28 and Gal. 3:26-28  
GALATIANS

The black church has always been a church of liberation and empowerment. Therefore let us empower each other and liberate our women and allow them access to the last all male bastion in the church our Deacon Board. The Deaconess Board will be dissolved and our Deacon Board will become inclusive of male and female. Let me share this with you. We cannot be a black church and oppress and lock out anybody from a board. If they can become ordained ministers, how can they not become Deacons. We have that so backwards, I don't understand that. You can become what I am, but they can't become what you are. They get up to the highest office of the church, but they can't become a Deacon. Times have changed; you have women who are Deacon Chairs in Mega Churches. Dr. Richardson who was here for the installation last week, the chair person of his Board is a woman. Deacon Kimber a woman and has all of the skills and where-with-all to lead men. Woman, have all the faculties and capacities to lead us men. Who do you think has been leading the church after all these years? Half the brothers don't want to come to church anyway. We want to stay at home and watch sports. I'm happy to see all the brothers that I have and I love all my Deacons, but we have to liberate and empower, we are not going to oppress anybody. And the Black Church has always been the church of empowerment and liberation.

We will go back to that Deacon portion. Pastor shall nominate and submit recommendations for Deacons from these recommendations the Pastor and Deacons will determine the final slate of Deacon candidates to be placed on the ballot. The Deacons shall constitute the Pastor's advisory council and under his leadership have the general oversight of the affairs of the church. With the Pastor they shall seek the highest spiritual good of the church. That is our responsibility. If we don't do that you can hold us to the fire. If we don't hold this church to the highest good and look out for the church in the best way, you have every right to come after me. And I tell my Deacons all the time, I don't want "yes" men, I want men who can tell me I'm wrong. It's o.k. to tell me, I'm wrong, but let's discuss it, but don't agree with me and go out and say I'm wrong. You feel me? If I'm wrong, tell me I'm wrong. I'm not perfect. I make mistakes. I don't see it all, I have blind spots and I told my Deacon Board, you have to watch my blind spots and help me. In case I'm trying to get something done and it's all wrong, just tell me and I will back up, and I will say thank you for not allowing me to walk down in that fire.

Brother Walden - What do we do, if we think you are wrong? Who do we see?

Pastor – You talk to me.

Brother Walden – We don't talk to the Deacons? We talk to you?

Pastor – You can always talk to me, but proper procedure depending on what it is. You go to your Deacon first, then your Deacon will talk to you and he will bring it to me or the Deacon Board. And then if that doesn't satisfy you, then they will bring you to me. And if I don't satisfy you, then we will bring it to the people.

Brother Walden – o.k. Thank You.

Pastor – And you will see at the end of this, we have to get a Policy and Procedure Booklet in place. And we will have that in place within the year and it is going give those proper protocols, because we have been so out of protocol. I've been told that some folk don't know protocol, so we are going to get it in order so that we can follow protocol. To know better is to do better. It has been shared with me; time in and time out, that we don't have protocols. We are going to help and get people on the same page with protocol. So if that is in the By-Laws, you can read it in your leisure.

**Deacon's continued – Bold Print – Page 9.** Deacons, Trustees along with 3 Trustees at-large are to receive and distribute the funds of the church within the duly constituted treasury and budget. The Deacons, Trustees shall have charge of the temporalities of the church and make funds available for repair, upkeep, maintenance and conservation of the church property within the limits of the church income and budget.

#### Trustees

Completely different. I'm reading it. We are going to be as transparent as transparent can be. The Trustees Board Members of SMZMBC shall comprise of 5 deacons 3 members at-large. The Chair of the Deacon Board shall automatically be one of the 5 Deacons to serve as a Trustee. Appointed by the Pastor, approved by the Deacon Board and elected by the membership. Elections of Trustees must happen annually to comply with our Charter. The maximum number of Trustees will be 8. The Trustees shall be empowered to execute, deeds, deed of trust, mortgage, liens, promissory notes of other pecuniary obligations and to transfer, assign, and convey all church property of any part thereof upon official and recorded instructions of the church in conference. The 3 members representatives at-large shall serve on the Trustee Board no more than 3 years term limits, however the terms can be extended only at the approval of Pastor and Deacons Board. (1) Spiritual maturity is a must to be considered as a Trustee. (2) The nominee shall be one who faithfully supports the local church in attendance and finances, a consistent tither member of 10% income. Let me share something with you. I asked the question, whenever I met with my leadership these past few months. What are the criteria to get from pew to position? What would you think would be one criteria? Tithing – what else? Attendance – what else? Trustworthy – What else? Ability to do the job. Absolutely – What else? Spirit of God. First and foremost you ought to be saved. You should show your Christian maturity in your lifestyle, because you represent the church whenever you leave these walls. If I leave these walls and do anything shameful, I bring shame to everybody in the church. Everybody, so I don't go out there representing me, I go out there representing Sixth and I have to walk that walk right. Hear what I am saying to you. Because they are not going to just talk about me, they are going to talk about Sixth. Officers, Deacons, and Trustees, same thing. People know what church you are a member of when they see you out. I'm confessing. Confession is good for the soul. I did it, went places I was not supposed to go. But isn't God good. God allows you to live long enough to ask for forgiveness and he makes it right. Alright, so we got that and then I believe those who are going to handle funds ought to support their church. Those who handle funds, would you want me to lead you and I don't tithe? You all are paying me and I can't give 10% back. Two and one is sitting right here. Only one of them had good stewardship at 10% of tithe. And you would be ashamed if I share with you what they gave. And they wonder why I am upset. You are

controlling me and you're living like that. Well, if we are going to put stuff on front street, I will. Yes I will. But if you put it out, you have to be able to take it. Because the truth is the truth and it shall set you free. So that's why I talk to my Deacons, I said if you all are not tithing, you can't say much to me. Honestly, you are going to give me \$100 of mess and you are going to give me \$10.00. You want to wear a crown, it pays. It's a cost. It's a sacrifice. You think I want to tithe off of what you are giving me as a salary. I don't tithe my net, I tithe my gross. My net is only \$20,000 in salary. I could just give the church \$200.00 a week. No less than that. But I tithe off the total package. There is only one other member that tithes more than I do and I don't have the largest salary in this church. And I hear people say that they love their church, well Jesus says where your treasure is, your heart will be also. The nominee must understand SMZBC government.

Before a nominee is presented the Pastor should discuss philosophy and vision and determine the nominee's willingness to serve. That is going to be a process. The selection of Board Members shall be by vote of the local congregation membership, after nominees have been approved by Pastor and Deacon Board. All powers and duties of Trustees shall be compatible with the laws of the State of Pennsylvania under whose laws the church duly incorporate. The next page 6.5A – That is our Advisory Council that we had but we never really put to use. But this will be made up of all chairs of ministries, clubs and organizations and we will meet and get vision, coordinate our calendar and make sure we are on the same page. Make sure we are supporting the visions and doing what we can to make the church better. Out of that there will be a sub-committee called Long Range Planning. So we can have a long range vision for this church and follow it. It will be made of chairs that that committee picks. This will help us with budget, and long range budgeting. All of the kind of stuff we need to be doing today that we are not. Once we get the vision we have to put the plan in place and work the plan. We are not going to come to church and hope that things will get better. We are going to be intentional about growth, intentional about membership, intentional about tithers and making disciples. The business of the church is making disciples. We are not in the business of making friends. We are in the business of making disciples. That is the business of the church – nothing else and that is a process and we pray everyone will catch it because we are going to call everybody to the carpet. Put your talent to work. We have to maximize our ministry. I said it to the kids a couple of weeks ago, that G. Taylor tells the story of how a pastor's responsibility is to stand at the doorway of hell and as folk are coming towards that way, tell them you are going the wrong way and redirect traffic. This is what we hope to do. So that is the MCT. All the rest is long range planning, qualification, associate membership Church discipline is how we handle disgruntle members. We don't expect members to disrespect each other. Run each other down or talk about each other. God will not be mocked. I like gossip as good as the next person, but I have to tell people, no, no, I can't go there. To protect myself, I can't go there. If you know your weaknesses, know them. That is my weakness, I'm like anybody else when it comes to gossip.

Baptism, Lords Supper it's all in there. The next major piece and all the rest is just general stuff.

#### Financial policy – Tithes and Offerings

Page 17 – Tithes and offerings shall be recognized as our plan of finance all members shall be encouraged to give at least 10% of their income to the church. We believe this is taught in the Word of God. All officers are expected to tithe. I don't expect you to get that overnight. Some people grow slowly and gradually, but we are going to teach on it, we are going to preach on it, we are going to have sermon series on it; we are going to make sure you don't tithe because you don't understand. Now if you don't tithe once you get the understanding that is between you and God. Once we train you and teach you, I'm through. I can't make anybody do anything and I'm not going to try. Never! Hear me when I tell you, I am never going to make grown folk do something they don't want to do. I'm like Jesse

Bagley; I don't like people telling me what to do. Jesse will tell you, he is retired; he will do what he wants to do when he wants to do it.

Finance Committee Ministry shall comprise of the Pastor, Chair of the Trustee Board, Chair of the Deacon Board, Treasurer and 2 members at-large appointed by the Pastor and Deacons. This ministry will audit and assist in preparing all necessary tax filings, documents to insure the churches compliance with State and Federal Tax requirements. Also the Finance Committee Ministry shall assist in preparing church budget.

#### Church Treasure and Treasury

The Treasure shall be a member of the church in good standing and a tithing member of the church. He or she shall be appointed by the Pastor in council with the Deacons and is to serve a continuous term until relived by Pastor and Deacons. The Treasure is to operate under the authority of the Pastor and answer to the Pastor pertaining to day to day operations and overall church budget. I say that because if something goes funny with the money, who are you coming after? Case Closed!

The Treasure shall keep an accurate record of receipts and disbursements and report the financial statement to the church at least annually or as advised by Pastor and Deacons. The Treasures books must be available for audit or inspection at anytime the Pastor and or Deacons as made deemed necessary. There shall be only one Treasurer in this church. All monies received and disbursed in the name of the SMZMBC will go through the church treasury, not including the benevolence account. When you have a benevolence account, people come to you in Dior need; they have already humbled themselves enough to ask the church. We don't need to ridicule them by giving their name, so folk can talk about them. That's between the Deacons and that person to at least save them some dignity. That's why they are not going through the Treasury, they will deal with that, they will have their own committee who will handle that. But we don't even have a benevolence fund. How can you be a church and don't look out for those in need. I couldn't believe that. We had it, but we don't have it now. We have to do it right, when we have someone in need, what are we going to tell them. "No"? We are the church, somebody looked out for us. The church looked out for me. The church taught me how to read. We have to share our blessing with those who are burdened, without humiliating them in the process.

#### Budget Expenditures

Up to \$5,000.00 must be specifically approved by the Pastor and Deacon Board any non-budgeted expenditure exceeding \$5,000.00 must get church approval. It used to be \$500.00. Let me tell you why it is \$5,000.00. How are you going to administrate and lead a church when I have to call a business meeting to get approval to spend \$500.00 or more? We will be in meetings every week. Can't call you all together to get permission spend \$500.00. That is handcuffing the Pastor. We have stuff that might happen like for the Mt. Olivet Baptist Church. Their furnace went out, there was call for help. I stepped to the plate and I gave them an offering to help them. If I have to come to my church to get permission to help somebody, I'm not a leader. If that is the case I will take it out of my own salary because that is the right thing to do and we are going to do it anyway. This is about control and I said that at the last meeting. I will never sign any checks and I will never carry a check book of the church as my own. Tell me if this is true. Did Elmer Williams carry the checkbook, because it was shared with me that it happened? You don't have to worry about that with me. You don't have enough for me to go to hell for. Then there was other stuff that no member could do, purchase without Pastor and Deacon permission. And then we get to Lott Carey, that is the mission we support and will continue to support and I don't know of any other mission we support other than Lott Carey Mission. But if there is another,

let me know and we will put it in there because we are not trying to cut it out, just trying to make sure we cover what we have.

After the Declaration Page – You have  
SMZMBC Boards, Clubs and Ministries.

I think I left the Mime Ministry off and if I did, I apologize Mime's, but 80% of the Ministries are not active, these are ministries that we had at our former church and I want to make sure we somehow get ministries. If we are not going to do ministries, there is no need to worship. We need to go on and join Mt. Ararat or other churches around here, because if we are not going to impact the community in which we live and enhance and empower each other, the church doesn't need to exist. We are here to do Ministry and the majority of the ministries are not doing anything or I don't know if they have a person in position because when I called to meet with all Chairs of all the Boards, Ministries, Auxiliaries and Clubs, I only had a few. I didn't have a lot of folk.

Add Beautification, Outreach (Evangelism) Liturgical Dancers, and there are other ministries we are going to put in place, but at least we want you to know that we are going to write up a Mission Statement for each of these ministries. Have I missed anyone, because I want to make sure we get all of them? Discipleship Ministry put that down, that is critical. Some things like leadership training and other things will fall under certain ministries so they will be covered. But those are all the nuts and bolts of this document and I wanted to go through it and take the time because this process took almost ten years going the traditional way and never got done. People kept coming up with stuff. So we are here and we want to get this done and now we are open for discussion.

Minister Moore – Under Pastor, starting off at the bottom of page 7, it reads: The Deacons shall serve as the Pulpit Committee for the selection of a candidate to present to the congregation for a vote. And it goes on, at the discretion of the Deacon Board other members at-large may be added to the Pulpit Committee. Which leads to my question: Any Pulpit Committee we have, is it that the Deacons are the only ones who can add somebody to it?

Pastor – Yes, The second part, Yes. Now the Deacons amongst themselves will decide who will sit on that Pulpit Committee. But from there, if the church says to the Deacons, we want to cross section like you did the last time, then you would talk to the Deacons and they would say "Yea" or they would say "Nay" Why? Because they are the spiritual leaders of the church without a Pastor. And you might get somebody up there that should have not been up there, like we had previously. Because it wasn't in the right hands and spiritual leadership is spiritual leadership. They help lead the congregation and the sheep don't lead shepherds and you definitely don't lead your Deacon Board, because you depend on the Deacon Board because they take a vow on their knees to God. They are held more accountable than you. They are going to be tested tried and true. If they think they are going to do something wrong and get away with it, they have another think coming. They take a vow before Almighty God, whether you recognize that as serious or not; on their knees; that is a serious matter. I'm not saying they are perfect and don't make mistakes, I'm not saying that at all, but spiritually they have to be in that Word and in prayer. They are like Sub-Pastors and now we are about to have women on the board. Our Deacon Board will be better than it's ever been.

Rev. Moore – On that same page: A little further down. A vote by 2/3's majority? A vote cast by those who are qualified to vote under the provisions of Constitution. What are the provisions that say a member is qualified to vote or not?



Pastor Lee – Basically if a member is inactive for six months/absent for a year, the Deacon Board has the right to remove them from the roll, but at the same time if they have been inactive for six months and they show up at a meeting you want to give them the same voice you have. – “No” So it’s basically if you are an inactive member. Therefore we have to purge our membership list. We have a whole lot of folk on our church rolls that should not be there and we are carrying folk that have gone on to glory. We do and we have to change that so that we know what a quorum 2/3 will be of what.

Rev. Moore – On page 8 – middle of top paragraph: The pastor shall be called to an unlimited tenor to be terminated only by his resignation, death, moral or doctrinal departure from the word of God and this constitution and By-Laws or his inability. So is this saying that the Pastor can only be taken out under these conditions?

Pastor Lee – No, that is why she was lovingly telling you to read the whole thing.

Rev. Moore - reading on – Constitution and By-Laws and his inability or unwillingness to fulfill his responsibilities as under shepherd of this flock at which time the church acts accordingly to above order. The Pastorship of SMZMBC. So in other words the church decides does the church have the final say?

Pastor – the church has the final say in this way. If I am not doing my job and the church is suffering, the church has every right to make sure it protects the church, because you don’t want the church to die. Now if you want to do it in spite of church doing what church is doing and we are doing well, No you can’t do it, that’s where the employment clause came in “without cause”. Because every Pastor since the history of this church never had term limits. Therefore when they were called, they were called to stay, unless you had something with cause to call them not to Pastor anymore. Just like anything else, there is always an amicable way to deal with disagreements. But if the disagreement is at the detriment of the church body, the body will come together. The body will come together if the church is suffering as a whole and these brothers and sisters that will join them, will make sure of that. But you can’t do it without cause. What cause is; not doing well, not serving. Let me share something with you. The reason we put in the contract without cause, because there is a history in SMZMBC that Pastor is aware of, therefore Momma didn’t raise any fools and God has given me much wisdom, to make sure I protect me and my family. Lady Lee left nearly an \$80,000.00 a year job to come and join me to serve this church and working free in the office. And you all want to get rid of me and do me wrong, when the church does me wrong the church must pay. That is without cause.

Rev. Moore – You say the back history of the church. I wasn’t here that long. I don’t know. The Pastors that were gotten rid of, were gotten rid of for no reason, is that what you are trying to say?

Pastor – All I am saying is that you all have a history of Pastor’s leaving or gotten rid of. I don’t know if it was right wrong or indifferent, all I know you is they didn’t stay.

Rev. Moore – So you are protecting your interest, right?

Pastor Lee – I am protecting my family like any man should. Go ahead, because we want to get this vote to the floor.

Rev. Moore – We don’t want to hurry through it.

Pastor Lee – Yes we do actually, cause it’s all good.

Rev. Moore – o.k., but if we hurry through it and we don't understand it.

Pastor Lee - Listen, the church can always come back and amend it. We can amend anything we want. We are a Baptist Church. If you don't agree you have the right not to accept the vote.

Member unknown – Question

Pastor Lee – No, not at all. I am saying that everybody on the Pulpit Committee should not have served, there were those on the Pulpit Committee that should have not been on that committee. Let's talk in private on that, because I don't want to jeopardize anyone's character.

Member unknown – Why are we having these meetings on Sunday?

Pastor Lee – Because that's when most of you are here and let me tell you from the history of this church, on Saturday the only time you all come out is when there is a fight. Any other time there are only 20 – 25 people at all your meetings and they were holding the church hostage. Making decisions for a body that you were not legally allowed to make because you didn't have a quorum. But people made decisions and this church suffered behind it and I said I am not doing it without the membership. So that is why I do it on Sunday.

Member unknown – Could not understand question.

Pastor Lee - The only reason people would leave not feeling good is if we fight and if we disrespect each other, but if we are trying to get the house of God in order and we get it in order, we should all be leaving here clapping hands.

Member unknown – Everybody has an opinion, but we have children in the church and the way I was brought up, they didn't allow us to see us out of order. So I just ask that for the children's sake, let's keep it legit so that we do not give them a bad example, because we are going to give a bad example to them if we are going to have this occur all over again. That's all I'm asking.

Brother Germany – I have just one question concerning the Trustee, I need clarification on the fact as a Trustee, you are saying that your Deacons will become Trustees, will they also be able to be bonded?

Pastor Lee – Yes, absolutely. They have to be. Anyone that is going to deal with the money of the church, they have to be bonded.

Brother Germany – Right, I know about the money end, but how do we bond spiritual leaders.

Pastor Lee – They are Trustees, we let them know they are Trustees, so now they are available to be bonded.

Brother Germany – They step into one role from another role.

Pastor Lee – Let me explain something to you, I told you all at the last meeting that we didn't have officers insurance to protect Pastor and Officers and it only would have cost for a million dollars coverage less than \$300.00, so bonded not bonded, we wanted to make sure that the officers of this

church will be protected in case of misstep and fiduciary irresponsibility. Now they will get bonded, they have to be bonded. Case closed.

Brother Germany – The Trustees are automatically bonded under the church mutual insurance.

Pastor Lee – Right, that’s why I told you to make them Trustees. That is exactly why.

Any more questions?

B.J. Sampson – First of all, giving honor to God, I thank you for the information that you gave us on how we were under the false premises that the Deacon Board was leading us in the path that we didn’t know anything about. If it wasn’t for the information you presented we would have never known that the Deacon Board was not operating as they should have been protecting the churches interest. However, having said that, I’m amazed that you want to elevate them to not only Deacons but Trustees. That is what I am amazed about. Next of all this church, when we vote, we stand and vote or a hand vote and if we move ahead with any type of action I would like to see that it be a hand or stand vote. Thank you.

Pastor Lee – See you all are so not right. You are so not right. You all didn’t stand when you voted for me. No wait a minute. The first vote was a ballot vote.

Deacon Ralston – the first vote was a ballot vote, we did not stand up, it was a ballot vote and we rescinded that.

Pastor Lee – the out of order was you said you always. No you did not always. That’s all I’m saying.

Deacon Ralston – the second time we did not stand either, Brother Pastor.

Pastor Lee – I know that, I read the minutes. I’m trying to tell you all, I read the minutes. I know more about this church than half the people in this church right now.

Deacon Ralston – And another point it was an option, whether you stood or had a ballot. That is what we had.

Pastor Lee – Now, I am going to answer the last part of that question. The first statement of that question, we are going to get a motion to get this passed. Now, the reason why these men are being elevated is because they have been trying to operate and run this church without the backing of leadership and allowed others to run roughshod over them. That is the only reason. The only one that has that authority to make sure they have to do what they are supposed to do is right here. I’m not saying anything about anybody, I’m telling you what it is; that is why they could not do what they were supposed to do. You think Deacon Mungin is less than anybody in here. All of them are good men and the women we are asking to join them are good women. I’m telling you now; your church is in good hands, if it is done right. We’re not trying to do it in any other way; we are right here in front of you, sharing with you. Half of you have never even read through the By-Laws. This is the first time this process is as intent and as in-depth as it has been and I am sharing all of the nuts and bolts, so that we get ourselves in order and nobody can say “He doped us”. I am not trying to bamboozle anybody. I’m asking these men to make sure I don’t.

# EXHIBIT

# B

## EMPLOYMENT AGREEMENT

THIS AGREEMENT ("AGREEMENT" or "CONTRACT") for the position of and office of Pastor is made between

SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH  
6558 Shetland Street  
Pittsburgh, PA 15206  
("CHURCH")

and

REV. DR. WILLIAM DAVID LEE (AKA, W. DAVID LEE)  
11540 Clematis Blvd  
Penn Hills, PA 15235  
("DR. LEE"),

(collectively "PARTIES").

### 1. RECITALS

- 1.1 WHEREAS, DR. LEE is a minister of the gospel in compliance with the requirements of Church and in compliance with federal, state and local laws;
- 1.2 WHEREAS, DR. LEE is an experienced pastor, having pastor churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
- 1.3 WHEREAS, the CHURCH is seeking a pastor to lead the CHURCH in spiritual and moral matters and to oversee the administration of the CHURCH's business matters and daily activities;
- 1.4 WHEREAS, DR. LEE is ready, willing, and able to serve as pastor of the CHURCH;
- 1.5 WHEREAS, the CHURCH—by its leadership (i.e., the Board of Deacons) and its congregation—has duly considered the application of DR. LEE to serve as the pastor of the CHURCH;
- 1.6 WHEREAS, DR. LEE apparently qualifies to serve as pastor and to contribute to the success of the CHURCH in its spiritual, financial, physical and secular needs demonstrated to the satisfaction of the Church his desire to lead the Church as its pastor, his qualifications to serve as Pastor, and his calling to be Pastor of the Church; and
- 1.7 WHEREAS, both PARTIES desire to enter into this CONTRACT on the terms and conditions set forth herein, and in consideration of the rights and obligations hereunder, the PARTIES agree and assent as follows:

### 2. Employment and Duties

The pastor's duties and responsibilities under this Agreement ("PASTORAL DUTIES AND RESPONSIBILITIES") are as follows:

- 2.1 The pastor will perform all duties assigned to him by the CHURCH from time to time, including but not limited to the following sacerdotal functions and administrative duties: 1)

baptisms; 2) weddings; 3) funerals; 4) communions; 5) teaching; 6) baby dedications; 7) spiritual counseling; 8) administration of CHURCH affairs; and 9) regular conduction of CHURCH worship services. The pastor is to render all PASTORAL DUTIES AND RESPONSIBILITIES to the best of his abilities and in good faith.

- 2.2 The pastor shall devote such of his time and energies as may be necessary for the performance of all PASTORAL DUTIES AND RESPONSIBILITIES.
- 2.3 As the CHURCH finds its headship under the Lord Jesus Christ and in its pastor, the pastor will be the chief executive officer (CEO) of the Board and has sole authority and control of hiring/firing and supervising all CHURCH's paid staff.

Pursuant to his supervisory authority, the pastor will also oversee and govern the invitation of any speaker, teacher, or minister to any meeting or gathering held by the CHURCH.

The pastor shall also have the authority to recommend any assistants reasonably necessary to properly perform the CHURCH's ministry.

- 2.4 The Pastor will be the ex-officio chairmen of the CHURCH Board of Deacons, and ex-officio chairmen of all standing Church boards, auxiliaries and/or committees throughout the term of this Agreement. As ex-officio chairmen, the Pastor may attend all meetings of the Board of Deacons and standing boards, auxiliaries and/or committees.
- 2.5 The pastor shall lead the pastoral ministries of the CHURCH and shall work with the Deacons and CHURCH staff in achieving the CHURCH's mission of proclaiming the Gospel to believers and unbelievers. The pastor shall be a member of the CHURCH, and serve as moderator at business meetings of the members.

### 3. Term and Renewal

- 3.1 The initial term of this AGREEMENT shall be for a period of twenty (20) years, beginning on December 1, 2012 and expiring on December 31, 2032 ("INITIAL TERM"), subject to the termination provisions of this AGREEMENT.
- 3.2 Unless the CHURCH, after congregational vote, notifies the pastor in writing, at least (90) days before the expiration of the INITIAL TERM that the CHURCH does not desire to extend the terms of this AGREEMENT, the terms of this AGREEMENT shall automatically extend for an additional period of ten (10) years.

### 4. COMPENSATION

The pastor shall be compensated for services rendered pursuant to this AGREEMENT as follows:

- 4.2 Salary: The CHURCH shall pay the pastor a base salary of \$80,000 in semi-monthly installments (on the 15<sup>th</sup> and 30<sup>th</sup> days of each calendar month) during the term of

this AGREEMENT. The pastor shall be considered an employee of the CHURCH and his salary will be reported as wages on Form W-2 each year. In addition, the pastor and Deacons board shall reconsider the increase (decrease in pastor's package is not up for discussion) of pastor's package as they deem necessary, any agreement made between pastor and Deacon Board must be approved by the Church. Furthermore, there shall not be any decrease in pastor's salary and/or compensation or benefit package without Dr. Lee's approval. The church or the deacon board cannot at anytime vote on decreasing the salary or benefit package of the pastor.

- 4.3 Housing Allowance: The CHURCH will provide the pastor with either a parsonage in kind or a housing allowance in compliance with Section 107 of the Internal Revenue Code.

In the event CHURCH provides a parsonage in kind, the parsonage will be equipped and furnished in a dignified manner and to the reasonable satisfaction of pastor so that Pastor and his family will be able to maintain a standard of living comparable to the needs and requirements of a pastor of the Church.

In the event a Section 107 housing allowance is provided to Pastor, such allowance will be sufficient to accommodate Pastor's actual housing expenses as allowed under applicable tax regulations not to exceed \$25,000.00.

In no circumstances will this housing allowance exceed the actual expenses associated with the purchase or rental, maintenance, furnishing, utilities, upkeep and other allowable expenses associated with such housing.

The amount given for Housing, whether in kind or allowance, is not included in the base salary, an amount in addition to the base salary of \$25,000.00.

- 4.4 Car Allowance: The church shall provide the pastor with a car allowance of \$12,500.00. The church is not responsible for repairs and/or gas or insurance of the pastor's vehicle.

The amount given for a Car Allowance is not included in the base salary, an amount in addition to the base salary.

- 4.5 The Church shall provide the pastor with an allowance for travel to Conventions in the amount of \$3,220.80

The amount given for Conventions is not included in the base salary, an amount in addition to the base salary.

- 4.6 The Church shall provide Retirement in the amount of \$17,779.00.

## 5. BENEFITS

The pastor will also receive the following benefits during this Agreement:

- 5.1 Life Insurance: [The PARTIES may revisit this provision at a later time and

AGREEMENT].

- 5.2 The Church shall provide the pastor with Health Insurance expense in the amount of \$8,400.00.
- 5.3 Disability Insurance: [The PARTIES may revisit this provision at a later time and reduce their agreement concerning the same to a written addendum of this AGREEMENT].
- 5.4 Vacation: The pastor will receive thirty-six (36) days of paid vacation during each calendar year during the term of this AGREEMENT. Additional annual vacation time may be arranged for the pastor by agreement with the CHURCH, provided it has been approved by the congregation. The pastor's vacation time need not be consecutive but may not be accumulated from year to year; unused vacation time will not lapse. The pastor may also take as vacation time all days when the CHURCH offices are closed for holidays or for other reasons.

## 6. EXPENSES

- 6.1 Expenses: The CHURCH shall reimburse the pastor for any reasonable actual out-of-pocket expenses advanced in the performance of the services described herein, consistent with the CHURCH's Expense Reimbursement Policy (copy attached). All such expenses must be substantiated by receipts, invoices or other proofs of payment of charges incurred.

## 7. REPRESENTATIONS AND WARRANTIES

DR. LEE warrants and represents that he:

- a) Is a minister of the gospel in compliance with the requirements of CHURCH and in compliance with federal, state and local laws;
- b) Is an experienced pastor, having pastor churches other than the CHURCH and is qualified to serve as the pastor of the CHURCH;
- c) Will abide by the employment policies and procedures existing or established by the CHURCH from time to time; and
- d) Will attend all regularly scheduled CHURCH meetings and other official job functions unless illness or emergency makes attendance impossible or impractical.

## 8. EXCLUSIVITY OF EMPLOYMENT

The pastor agrees not to be employed, nor to engage in activities substantially similar to those covered by this AGREEMENT, for any other entity, employer or organization without CHURCH's prior written consent. The pastor hereby represents the CHURCH that he is not currently under any contract of employment with any other employer, and that he is not party to any contract which would prevent or conflict with his performance under this AGREEMENT.

## 9. CONFIDENTIALITY

9.1 Neither of the PARTIES may not at any time disclose or authorize anyone to disclose any confidential matter relating to the personnel, financial or other affairs of CHURCH, its employees, agents, officers, members, regular attendees or any affiliated organizations and all such information must be kept confidential and may not in any manner be revealed to any person.

9.2 The PARTIES agree that to the fullest extent permitted by law, each of them shall keep the terms and conditions of this AGREEMENT confidential and will not disclose any of the information herein to any person except, to the extent necessary, to those persons who will have a need to know specific information for the purposes of managing the party's financial or legal matters, or complying with federal, state or local laws, rules or regulations, such as attorneys, accountants and tax advisors or preparers.

Nothing contained herein will prevent the parties from disclosing the fact that this AGREEMENT exists. Further, this AGREEMENT may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this AGREEMENT.

#### 10. Copyright Ownership

All works created or produced by the pastor within the scope of employment and all copyrights derived there from will remain the exclusive property of CHURCH free from any royalty obligations to the pastor, but the CHURCH will give proper credit to Pastor for authorship where appropriate.

#### 11. Equitable Relief

The parties agree that each of the terms of paragraphs 7 through 11 above is a material term of this Agreement which is intended to be for the Church's benefit and enforceable directly by the Church. Pastor agrees that in the event of his breach of any of the provisions of paragraphs 7 through 11 above, any remedy at law (including money damages) is insufficient to protect the Church's interests and the Church will be entitled to specific performance hereof or injunctive relief against Pastor, or both. In addition to money damages or other relief to which the Church may be entitled, and Pastor further waives any requirement for the securing or posting of any bond in connection with obtaining such equitable relief.

#### 12. Termination

12.1 Automatic Termination: This AGREEMENT will automatically terminate, and any further obligations of the parties excused, upon the filing of a voluntary or involuntary petition in bankruptcy by or against either party, an assignment for the benefit of creditors by either party, or the appointment of a receiver over the business affairs of either party.

In addition, this AGREEMENT will automatically terminate upon the death of the pastor.

**12.2 Termination without Cause:** At any time after March 9, 2013 either party may terminate this AGREEMENT upon ninety (90) days written notice without cause.

If this AGREEMENT is terminated by the CHURCH without cause, the pastor shall be entitled to receive the salary and benefits (minus withholding and payroll taxes) he would otherwise be entitled to receive for the unexpired term of this AGREEMENT (excluding extensions which have not yet begun), payable at the time the salary payments would otherwise be made, but reduced after five (5) years from the date of termination by the amount of the Pastor's salary from any other employment for that period. The payments shall be in full settlement of any claims the pastor may have against the CHURCH.

If this AGREEMENT is terminated by the Pastor without cause, the CHURCH will have no further obligation to Pastor except to pay his compensation and benefits through the date of termination, and Pastor will be obligated for the remainder of the term of this Agreement (excluding extensions which have not yet begun) to make himself available to the CHURCH when so requested by it for consultation without compensation at reasonable times requested by the CHURCH. Pastor's obligation to consult with the CHURCH shall be deemed for all purposes as a satisfaction of all claims the CHURCH may have against the Pastor.

**12.3 Termination for Cause:** This AGREEMENT may be terminated at the option of either party upon thirty (30) days prior written notice by either party of the material breach of the terms of this AGREEMENT by the other party, which breach is not cured within such thirty (30) days. The rights of termination set forth in this contract are in addition to any other rights of termination allowed to either party by law. Without limiting other rights or grounds for termination which the CHURCH may have under this Agreement or by law, it is agreed that the CHURCH may terminate this Agreement for cause upon the occurrence of any of the following events:

- i. The pastor commits any serious moral or criminal offense ("serious offense")—including but not limited to adultery, embezzlement, or fraud—is convicted of a felony, or commits any other act which is a violation of applicable law (except for misdemeanors or traffic offenses); or
- ii. The pastor becomes incapacitated by reason of illness, injury or other disability so that he cannot, in the reasonable good faith opinion of the Church, fully carry out and perform his duties and responsibilities under this Agreement for a period of at least six (6) months.

**12.4 Procedural Requirements:** If this AGREEMENT is proposed to be terminated by the CHURCH for cause as a result of the Pastor committing any serious offense, the matter must be brought before the CHURCH's Deacon Board. If the Board recommends a termination of this Agreement for cause based on any serious offense, the recommendation must be presented to the congregation of the CHURCH and put to a vote during a special meeting called for that purpose. In such event,

this AGREEMENT may be terminated only upon the approval of the congregation.

The associate pastor or such other person as may be designated by the Deacon Board will chair the congregational meeting, and the order of business at such meeting will be as follows: 1) roll call; 2) presentation of evidence by the personnel Committee chair or its designee; 3) presentation of case by the pastor or his designee; 4) rebuttal evidence presented by the Deacon Board; 5) testimony from members of the congregation; and 6) the matter shall be put to a vote.

12.5 Compensation and Benefits: Except as otherwise provided above, the pastor's compensation and benefits are payable through the date of termination. Any compensation or benefits payable to pastor for the period prior to termination shall be prorated on a daily basis.

12.6 The Church shall reimburse any legal fees or costs in the event that the pastor is ultimately vindicated in any criminal or civil matter relating to his official duties.

### 13. Choice of Successor

Under no circumstances will the pastor have the right to select or appoint a successor pastor of the CHURCH upon the termination of this AGREEMENT. Any successor pastor will be chosen by the CHURCH with the assistance of a Pastor Search Committee.

### 14. Notices

Any notice given under this AGREEMENT must be in writing and shall be deemed to have been duly given if mailed by U.S. first-class certified mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this AGREEMENT.

### 15. Assignment

This AGREEMENT shall inure to the benefit of the successors and assigns of CHURCH. However, the rights and obligations of the pastor under this AGREEMENT are personal to the pastor and are not assignable by Pastor to any other person (except for compensation for services rendered which may pass to the pastor's heirs, successors and permitted assigns as in event of the pastor's death).

### 16. Entire Agreement

This AGREEMENT contains the entire agreement between DR. LEE and the CHURCH, and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof.

No supplements, modifications or amendments of this AGREEMENT shall be binding unless executed in writing by the parties.

## 17. Advice of Counsel

Each of the PARTIES hereto, by its due execution of this AGREEMENT, represents that it has reviewed each term of this AGREEMENT with legal counsel, and/or each party has had the opportunity to receive independent legal advice with respect to the advisability of executing this AGREEMENT. Hereafter no party shall deny the validity of this AGREEMENT on the ground that the party did not have advice of legal counsel. The PARTIES agree that each shall bear their own costs and attorney's fees for all matters relating to the preparation and consummation of this AGREEMENT.

## 18. General Provisions

The waiver of either of the PARTIES of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach hereof. This AGREEMENT constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship hereof. If any provision of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

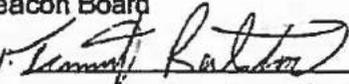
## 19. GOVERNING LAW

This AGREEMENT shall be construed and governed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the dates listed below.

Sixth Mount Zion Missionary Baptist Church

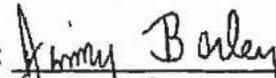
Deacon Board

By: 

Date: 3-20-2013

Print Name: Timothy Balston

Title: Chairman of Deacon Board

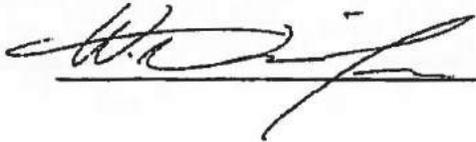
By: 

Date: 3-20-13

Print Name: Jimmy Barley

Title: Dea Trustee

Rev. Dr. W. David Lee



Date: 3/20/13

# EXHIBIT C

DR. JEROME TAYLOR

- - - -

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

1			
2			
3			
4	REV. DR. WILLIAM DAVID LEE	)	
5	aka W. DAVID LEE,	)	
6	Plaintiff,	)	CIVIL ACTION
7	vs.	)	No. 15-1599
8	SIXTH MOUNT ZION BAPTIST CHURCH OF	)	
9	PITTSBURGH d/b/a SIXTH MOUNT ZION	)	
10	MISSIONARY BAPTIST CHURCH, et al.,	)	
11	Defendants.	)	
12			

DEPOSITION OF DR. JEROME TAYLOR,

taken pursuant to the Federal Rules of Civil Procedure,  
before Dawn L. Kephart, Court Reporter-Notary Public in  
and for the Commonwealth of Pennsylvania, on Wednesday,  
September 28, 2016, at the offices of Murtagh,  
Hobaugh & Cech, 110 Swinderman Road, Wexford,  
Pennsylvania 15090, scheduled to commence at 12:00  
o'clock noon.

- - -

 COPY

DR. JEROME TAYLOR

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A P P E A R A N C E S

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On behalf of the Plaintiff:

Zainab Khadija Ali, Esquire  
Ali Watson P.C.  
1500 JFK Boulevard, Suite 1700  
Philadelphia, PA 19102

On behalf of the Defendants:

John W. Murtagh, Jr., Esquire  
Murtagh, Hobough & Cech  
110 Swinderman Road  
Wexford, PA 15090

Also present:

Robert Germany  
Arthur Harris

I N D E X

<u>WITNESS</u>	<u>EXAMINATION BY</u>	<u>PAGE</u>
DR. JEROME TAYLOR	Ms. Ali	4
	Mr. Murtagh	91

DR. JEROME TAYLOR

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1 A. No.

2 Q. Okay. So I am going to be asking you questions  
3 today mostly about the termination of Dr. Lee, and I'll  
4 do my best to be succinct and straightforward.

5 So, in your estimation, sir, what is necessary  
6 for termination of a pastor? Let's just start there.

7 A. From the perspective of a deacon, you'll be  
8 looking at the overall spiritual welfare of the church  
9 and all items connecting with it such as the financial  
10 well-being of the church. So those two things are  
11 interconnected. You would be looking at both as  
12 important in making that decision.

13 Q. Okay. And then, how did the termination of Dr.  
14 Lee occur?

15 A. How did it occur?

16 Q. Yes. As far as the factors that you just  
17 mentioned, how did those reflect on Dr. Lee during his  
18 time at Sixth Mount Zion?

19 A. Okay. We'll take maybe the second, since we  
20 were dealing with the financial first, and I'll take in  
21 the spiritual as perhaps the second. On the  
22 financial -- and keep in mind at this time, there was  
23 joint -- or I'm not going to say a joint, but a joined  
24 board of deacons and trustees both representing on  
25 this -- along this board. And so we began -- it

DR. JEROME TAYLOR

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1 would've been probably about March of 2014 -- to make  
2 serious inquiry around four things. The first had to  
3 do with the question -- I'm talking now about finances.  
4 The first had to do with how well are we making it in  
5 terms of the level of gifts and we analyzed that and  
6 found that the level of giving had diminished  
7 appreciably from the point of his initial tenure to  
8 that year of 2014. And what I'm summarizing here would  
9 be dated -- we found that would characterize his  
10 performance not only in 2013, the year he came, but  
11 also 2014, which is the second year of his tenure as  
12 pastor.

13 Q. Can I ask you to clarify what "giving" is  
14 specifically.

15 A. Yeah. It would be tithes, offerings,  
16 donations. And so we found a rather startling decline  
17 in the level of giving from the first year to the  
18 second, which we included as part of our report to the  
19 church.

20 Q. Okay. I have a copy of that report.

21 (Deposition Exhibit E was marked for  
22 identification.)

23 BY MS. ALI:

24 Q. If you take a moment to look at what's been  
25 marked as E. Is that the report you just referred to?

DR. JEROME TAYLOR

- - - -

1 A. (Witness reviews document.)

2 (Pause in the proceedings.)

3 A. So I'm going to go to Page 10 of this document  
4 where we see under item three, the drop in the level of  
5 tithes and offerings, and we were able to project this  
6 through -- what we were trying to do, we were trying to  
7 be fair as possible. November is typically a very good  
8 month in the life of I think any church, but I think  
9 historically our church. So we said let's be fair,  
10 let's take November as a marker, which we did, and we  
11 compared the first year then to the second year and  
12 here documenting a 39 percent decline in level of  
13 giving.

14 Q. Now, let me ask you: Where did those -- the  
15 2013 number, how was that calculated?

16 A. It was calculated from figures that were given  
17 to us from the trustees who were members of the joined  
18 board at that time.

19 Q. Okay.

20 A. The trustees were in the house with the  
21 deacons.

22 Q. And that's the same for the 2014 information.  
23 You gathered that also from the trustees?

24 A. That is correct, that is correct, that is  
25 correct.

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1           And correspondingly in the chart that's just  
2 above it, we were looking to see what was happening in  
3 terms of the attendance at morning worship. Again, we  
4 used November as a marker, because typically that is  
5 probably one of the high points in the year, and we  
6 found there a 32 percent decline in attendance from  
7 2013, again using the same method. The trustees kept  
8 a week-by-week marker of the number of people who  
9 attend service and we just took that directly from  
10 sheets that they had generated. And incidentally,  
11 these sheets have been shared by the full board, all  
12 members of the board. So this was nothing out of the  
13 extraordinary. It was a part of the sharing process  
14 with the board.

15           Q.    So when you say "the sharing process," --

16           A.    Yes.

17           Q.    -- explain that for me, please.

18           A.    Well, there was a sheet that was generated  
19 every Sunday giving the number of people there, giving  
20 the level of tithes and the number -- the level of  
21 general contributions, donations that was a weekly  
22 deposit almost. Every week we looked at that, and it  
23 also was signed at the bottom --

24           Q.    Okay.

25           A.    -- by one or two people.

DR. JEROME TAYLOR

- - - -

1 Q. It is. So how -- and you kind of mentioned  
2 this a little bit, but could you go into detail about  
3 how the church would keep track of attendance at the  
4 worship service.

5 A. Sure. Typically that was assigned to either --  
6 I think it was mostly assigned to a trustee.

7 Q. Okay.

8 A. Who had, like, a little hand device. They'd  
9 walk around the church --

10 Q. Like a clicker?

11 A. A clicker. And that's how they would register  
12 the attendance for the day.

13 Q. Okay. Now, to go to a previous page on the  
14 document labeled as E, looking at document E page 9.

15 A. Okay.

16 Q. Under heading 1: "Drop in Number of Registered  
17 Members" -- I'll wait for you to get there. The one  
18 before it, page 9.

19 A. Okay. I have 8....

20 Q. They may be stuck together. Yep. There you  
21 go.

22 A. All right.

23 Q. So the bullet point under number 1, says:  
24 "From January 2013, shortly after the start of Pastor  
25 Lee's tenure, to December 2014, almost two years later,

DR. JEROME TAYLOR

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1 there has been a 61 percent decrease in the number of  
2 registered members from 450 to 175."

3           Could you explain to me what is meant by  
4 "registered members."

5           A.     Sure. Sixth Mount Zion has the policy of  
6 updating its membership rolls on an annual basis.  
7 Sometimes the time during which that is done is a  
8 little bit differently, but most often it's, like,  
9 toward the end of the year or the start of the next  
10 year. Sometimes it's as early as the -- maybe  
11 September and October. So it varies. But there is a  
12 policy of re-registration so that persons who are not  
13 fully engaged and who do not re-register are not then  
14 considered a part of the rolls. So that was the  
15 procedure covering how these figures were generated.

16           Q.     And who would be the person responsible for  
17 doing that, or persons?

18           A.     Okay. The way it was handled, it would, first  
19 of all, be pre-announced in the church bulletin for a  
20 number of weeks saying that re-registration is required  
21 and they would have envelopes parked or cards parked  
22 either in the vestibule as people came in so they could  
23 fill them out or sometimes they were put in the pew,  
24 all right, so that people could fill them out and then  
25 give them to the usher. So it was pre-announced and we

DR. JEROME TAYLOR

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1 A. Yeah, that's what I mean.

2 Q. Okay. Please continue.

3 A. Now, tell me what you'd like to know and let me  
4 come at it again.

5 Q. Okay. What is the role, and if you can say so  
6 in a high -- a high, over-arching sort of way and then  
7 we can delve into it --

8 A. Okay.

9 Q. -- what is the role of the deacon versus a  
10 trustee during Dr. Lee's tenure?

11 A. Okay. I think it would be fair to say it's  
12 divided this way: The deacons still have the principal  
13 responsibility for the spiritual well-being of the  
14 church and the trustees had the primary responsibility  
15 for the financial well-being of the church. And I want  
16 to say that I think it was common understanding that  
17 both things are interlocked, where if the one happens  
18 well, the other tends to happen well. So having said  
19 that, I believe that captures the basic distinction.

20 Q. So what kind of things would a deacon be  
21 responsible for? Just give me a couple of examples.

22 A. Okay. A deacon would be -- and I'm going to  
23 see if I can link it to a part that we've already  
24 talked about. Okay?

25 Q. Sure.

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1 All right? So that was all a part of the deacons  
2 training. Okay? That was -- that's one approach and  
3 that's how it started.

4 Q. Was that something that predated Dr. Lee?

5 A. It did, it did, it did. Yeah, it did.

6 Q. Okay.

7 A. That's why I -- and that's really where it  
8 started. Now, for reasons I can't say, I understand  
9 the pastor decided he wanted to take over the training  
10 of the deacons, and so the elder deacons were set down  
11 and the pastor began to take over the personal training  
12 of the deacons. It was understood that that's what he  
13 wanted, so we gave the support, you know, to proceed.  
14 That's the second part.

15 Then the third part, which would be the  
16 completion of this story, is that the pastor really  
17 didn't follow through in terms of thorough training of  
18 these deacons and there was quite a bit of displeasure  
19 expressed by them, that although he started, he did  
20 not complete regular sessions of training this set of  
21 deacons.

22 And then let me give you, then, the very last  
23 thing, because to become a deacon, you have to set  
24 before a council of -- I was going say of the  
25 inquisition. But you have to sit before a council of

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1 Q. Okay.

2 A. Yeah.

3 Q. How many groups of people --

4 A. Ordinarily, you know, in our deacons class, it  
5 would be stretched out over a fairly long period of  
6 time because it involved hospital visitations, there'd  
7 be a trial in terms of public worship, blah, blah,  
8 blah, so on and so on. So it was a pretty intensive  
9 process. So as far as I've been able to -- I mean, if  
10 I had to, I could say that there are two times that I  
11 know of that he met with them prior to the one session  
12 where he was trying to get them ready for the  
13 inquisition.

14 Q. But there was only one group?

15 A. Yeah.

16 Q. Okay. Now, let me ask you what, then --  
17 turning away from the deacons to the trustees. What is  
18 the role of the trustees during Dr. Lee's tenure?

19 A. They -- I know -- I know that my Brother  
20 Germany has talked about it at some length. But we  
21 leaned on them to help clarify the nature of the  
22 financial well-being of the church and it was because  
23 of the information that they shared that we found out  
24 that -- that's a part of this report, you know, as well  
25 (indicating) -- we found out that the level of

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1 over-expenditure from the first year to the second year  
2 almost nearly doubled. We discovered that we were  
3 putting out more cash than we were taking in as another  
4 finding. And we also found that our credit base was  
5 rapidly eroding from the period of April through the  
6 end of that second year, and so alarm bells went off.  
7 But we discovered those things together and again we  
8 were a joined board and so both things were shared as  
9 they were discovered.

10 Q. Let me ask you: What were the day-to-day or  
11 maybe week-to-week activities of the trustee board,  
12 what kind of things did they handle directly?

13 A. They handled -- the -- the one major issue had  
14 to do with the -- what are we going to do with regard,  
15 you know, to the property. They were very much  
16 involved with that. They were involved in terms of  
17 sending out payments, you know, for the bills and  
18 things of that sort. I'm not a trustee and never have  
19 been one, but I'm just reporting some of the salient  
20 things that, you know, I know about from what I saw.

21 Q. So the trustees would be responsible for paying  
22 the bills, you said?

23 A. Yeah.

24 Q. So do you have any idea about the manner in  
25 which that was done? How did they get the bills, did

DR. JEROME TAYLOR

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1           A.     Aside from we looked at, you know, I think in  
2 one of those early exhibits where we documented that  
3 the revenues were down from the first year to the  
4 second, that the attendance was down from the first  
5 year to the second. And what we didn't talk about was  
6 that the quality of our ministries and our outreach  
7 into the community, that was down from the first year  
8 to the second. I don't mean to say there weren't some  
9 highlights, but if you looked at the overall pattern,  
10 they went down.

11           Q.     And if you want to expound on that.

12           A.     The other thing, too, I want to keep in mind  
13 what you're saying the finance, the trustees helped us  
14 to see that the level of expenditures had ballooned  
15 from the first, 2013, to the second year. They were  
16 actually more than double. They did the checking on  
17 the bank systems, you know, to discover that we have  
18 really tore through quite a bit of money in about a  
19 nine-month period of time. We had one line -- we had  
20 one -- I think it was a line of credit, \$50,000, that  
21 we blew through in nine months. So -- and all the  
22 other things, too, we documented, and this really kind  
23 of stressed us out because we discovered, much to our  
24 disappointment and chagrin, that we had to use money  
25 from the SEED account to pay our bills and that kind

DR. JEROME TAYLOR

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1 of, like, inverted the whole system or the whole -- I  
2 should say the whole desire of our creating a ministry  
3 that would support the community, and now the poor  
4 people were supporting the pastor's salary and other  
5 things that continued to balloon from that first year  
6 to the second. So those are the financial things that  
7 we were involved in working with -- collaboratively, of  
8 course -- with the trustees.

9 Q. Can I ask you to expound on the SEED program.

10 A. On the?

11 Q. On the SEED program.

12 A. Yeah.

13 Q. What it is, why it was began and what's your  
14 understanding of its purpose.

15 A. Sure. The church is located in a poor  
16 community, I think it's fair to say. And so the vision  
17 was given to Elmer Williams that perhaps as a part of  
18 our Christian witness, we could do some things to  
19 enable and help the life of people we call our  
20 neighbors. And so he had put on the table of  
21 purchasing property and then renting it at affordable  
22 rates to people -- poor people, you know, in the  
23 community. So that was the first iteration. Right?  
24 And then it expanded from a little bit, to quite a bit,  
25 and to right now we probably own about 30 properties,

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1 which is more property owned -- the last time I  
2 checked -- than any, let's say Protestant fellowship in  
3 western Pennsylvania. That's the last I checked.  
4 Right?

5 Q. That's impressive.

6 A. So that was the beginning of his -- of his  
7 vision. Then there was a second iteration of that that  
8 we only had a chance to deal with a little bit, but the  
9 question was, can we begin to prepare people who are  
10 renting to purchase. Right? And so we've had some  
11 experience in doing that as well, moving them from  
12 renting to now actually owning homes. And, in fact,  
13 we've been seeing the name Timothy Ralston on here  
14 quite a bit. Right? He was one of our renters and we  
15 got him and his wife involved in a special program.  
16 They moved from renting, now they own a very lovely  
17 house; and there were other people, too, where we were  
18 able to do that. So that was a part of the vision that  
19 we do things that will enable and help the poor.  
20 Corresponding initiative on that had to with the school  
21 district. Our kids were failing in terms of reading  
22 and math and Elmer became -- Elmer Williams became a  
23 member of the school board and was able to make some  
24 real changes on behalf of our children. Okay? So  
25 that's a part of the envisioning around projecting the

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1 life of Sixth in a caring way in the community.

2 And so when the thing got inverted where we  
3 were trying to help the poor and now we had to lean on  
4 the poor to pay our bills, you can't imagine the sense  
5 of affront and disappointment that we experienced upon  
6 that discovery, which was not made until the year  
7 2014. When we stumbled upon that, we said, oh my God,  
8 we have really begun to disparage one of the blessings  
9 that we had worked hard to achieve, and that added to  
10 our sense of need of urgency to make a change.

11 Q. Was it ever discussed, that inversion that  
12 you're talking about, using the SEED money to the  
13 benefit of the church, was that ever discussed prior to  
14 it being done, to your knowledge?

15 A. I'll tell you how it was discussed. I looked  
16 at -- I mean -- and I have to say that this is data  
17 being generated by the trustees. I looked at the  
18 pattern of findings and I said, there's no way we can  
19 pay our bills based upon the current, you know, stream  
20 of revenues. So I said, what's up with that? Right?  
21 And so I made a comment at one of our deacons meetings,  
22 I said, look, I don't see how we are paying our bills  
23 based upon the current stream of revenues without  
24 leaning on the revenues from the property. When I  
25 first said that, folks looked asking -- you know,

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- - - -

1 saying, is he crazy? And as a point of discovery, from  
2 that moment going forward, we were able to document  
3 that money was being used from SEED to pick up the  
4 revenues and the expenses that were being generated on  
5 the side of the church. That was a devastating moment  
6 for all of us, that a ministry started by the  
7 imagined --

8 (Interruption.)

9 (Discussion off the record.)

10 A. So that was -- that was such a deeply gripping  
11 moment that -- and when we actually documented it, I  
12 said, oh my God. It was a terrible moment for me. And  
13 I think it was a terrible moment of the board once we  
14 began to realize where we were, how much -- how far we  
15 had fallen, and also it was the case that the fall was  
16 not being broken, it was still falling, still falling,  
17 still falling.

18 MR. MURTAGH: Counsel, if I may, may I  
19 tell him that we're going to be going for a while, my  
20 partner.

21 MS. ALI: I don't have that much left. I  
22 just wanted to finish on the financial piece, so  
23 another half an hour or so.

24 MR. MURTAGH: Okay. I don't want to rush  
25 you, but can I just give him that word?

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- - - -

1 Q. Okay.

2 A. I know I was supposed to say no.

3 Q. And one last thing about the termination of Dr.  
4 Lee.

5 A. Uh-huh.

6 Q. There were two meetings that were held before  
7 the congregation.

8 A. Yes, yes.

9 Q. Tell me about a little bit about the first  
10 meeting, because I've heard a lot about the second, but  
11 not so much about the first.

12 A. Okay. The first meeting -- first meeting was  
13 in December. Wasn't it (to Mr. Harris)?

14 MR. HARRIS: (Indicating.)

15 A. And so there were two -- I'm trying to get it  
16 all -- I think there were three major considerations  
17 that went into the December meeting, and to understand  
18 the December meeting, I think you have to understand  
19 these three considerations. The first consideration  
20 was that the board had requested a meeting with the  
21 church -- that the pastor call a meeting with the  
22 church to share what we were discovering and we felt  
23 they needed to know. That's an important part of  
24 Baptist policy. So our first request was for June and  
25 he announced it. As the day approached, he cancelled

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1 it and moved it to July; when the date approached, he  
2 cancelled it and moved it to September. When September  
3 came, he cancelled it and he wanted to move it to  
4 January. That's the first consideration we felt that  
5 based upon what we were discovering, it would be a  
6 failure in leadership if he did not share this with the  
7 fellowship.

8 Q. Can I ask you a question about that?

9 A. Yeah. You're not going to make me lose track  
10 of my other two things, are you?

11 Q. No. I just want to know --

12 A. Okay.

13 Q. -- if he gave you a reason.

14 A. Pardon me?

15 Q. I just want to know if he gave you any specific  
16 reason.

17 A. Yes. Because we were requesting not only -- we  
18 were requesting -- we were requesting not only a  
19 sharing of the facts of where we were, but the sharing  
20 of solutions to get us beyond where we were. We were  
21 very clear in saying that we need to talk about what it  
22 is and we need to talk about how to make it what it  
23 should be. Right? And so we were pressing the pastor,  
24 these are the problems. Show us your vision about how  
25 we're going to solve them. And we had also dedicatedly

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1 said, we're interested in working with you to solve  
2 them.

3 So the June meeting was set, cancelled. July  
4 meeting set, cancelled. The September meeting was set  
5 and cancelled. Okay? Then October -- this is the  
6 second thing you need to know. October, we said,  
7 Pastor, we need to sit down and talk, early October.  
8 We said, Pastor, given what we have, we may have to  
9 bring a recommendation for your removal from Sixth  
10 Mount Zion. That was our first meeting in October  
11 with the pastor. The pastor said, give me two weeks.  
12 Two weeks passed and we did have a meeting with the  
13 pastor. He brought his attorney to the meeting and  
14 they talked about the guarantee again at that meeting.  
15 And we said that we're going to think over it, pray  
16 over it, and we're going to get a decision about  
17 whether to recommend your removal for the month of  
18 December. Now, remember I was saying that usually  
19 you've got two weeks, but to remove a pastor, you have  
20 to advertise for three weeks. Right? So we then took  
21 the leadership in putting it in the bulletin that we  
22 were having the meeting on the -- I forget the date on  
23 it. It was in December. Truthfully -- and I can say  
24 this truthfully because it was my decision -- I  
25 decided that we would not go to the paper. We did not

TAYLOR DEPOSITION  
EXHIBIT  
E

Clearly print first Name \_\_\_\_\_

Clearly Print Last Name \_\_\_\_\_

Signature \_\_\_\_\_

## Special Call Meeting

### Sixth Mount Zion Missionary Baptist Church

*January 11, 2014*

*Lower Auditorium following Morning Worship*

#### Purpose

*Review and act upon member-mandated details that support unanimous recommendations of deacons and trustees to:*

- *vacate the pulpit immediately*
- *void the pastor's 'employment contract' and*
- *approve the suggested severance terms*

---

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**Findings A:**  
**Failures in Financial Stewardship**

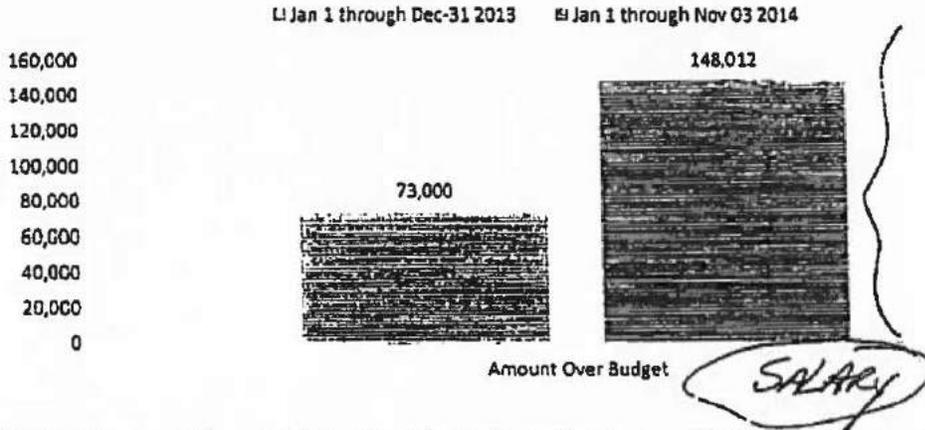
- 
1. Over-budget spending is ballooning
  2. Cash available is less than cash needed to pay bills
  3. Available credit lines are shrinking fast
- 



**RISKS OF**  
**Insolvency**  
**Property Liquidations**  
**Bankruptcy**

# 1. Over-budget spending is ballooning

## SIXTH MOUNT ZION MISSIONARY BAPTIST CHURCH PROFIT & LOSS STATEMENT: BUDGET VS. ACTUAL



Pastor Lee set the 2013 budget based on the annual budget approved during the year just preceding his becoming Pastor at SMZBC.

That spending exceeded budget by at least \$73,000 in 2013 and by more than \$148,000 in 2014 suggests that (a) expenditures under Pastor Lee's tenure had exploded over the budget set by his predecessor and (b) expenditures had ballooned even further during the second year of Pastor Lee's tenure. Indeed, by this measure, expenditures over budget more than doubled toward the end of Pastor Lee's second year.

\*?  
~~NOT CORRECT~~

At minimum, this sharp ballooning of funding shortfall would suggest that the church has been living, under Pastor's Lee's leadership, in a dream state unsustainable by our usual source of revenues—tithes and offerings. Moreover, the trend here indicates the problem is worse now than it was when Pastor Lee first took office—indeed, it is worse now than any deacon or trustee can remember historically.

~~IN-CORRECT~~

## 2. Cash available is less than cash needed to pay bills

**Disbursement Report**  
**Sixth Mount Zion Missionary Baptist Church**

**T**HE FOLLOWING FINANCIAL STATEMENT entails the recording and disbursements of Church expenses made on Dec. 4, 2014. At this time there was a total of \$5,284.36 in the General Account typically used to pay expenses and \$9,305.70 in the SEED account which is the Income from Church properties. That brings the final liquid assets at this time to the sum of \$14,590.06.

**Payroll Disbursements**

1. \$5,157.13 Compensation Package for Pastor
2. \$309.46 Salary for Janitor
3. \$200.00 Salary for Minister of Music

Total  
 Payroll: \$5,666.59

*INCORRECT*

*DELTA  
 TITHES/OFFERING*

*CREDIT - DECLINED  
 BECAUSE OF INCOME*

**Operating Expense Disbursements**

1. Duquesne Light (Acct# 667904000)	\$1,452.78
2. Duquesne Light (Acct# 233087000)	\$ 17.42
3. Pitney Bowes - Postage Machine	\$ 110.10
4. Iron City - Front Rugs cleaned	\$ 93.08
5. PWS	\$ 656.67
6. Verizon - Phone Bill	\$ 701.01
7. SSA - Security	\$ 100.02
8. Waste Management	\$ 1,627.35
9. Pittsburgh Parking - Van Ticket	\$ 58.00
10. Sam's Club - Church Supplies	\$ 593.00
11. Witt Pest Control	\$ 97.65
12. Witt Pest Control	\$ 185.65
13. Alarm Permit	\$ 75.00
14. Mihm Equipment - Workshop Stage	\$ 13.24
15. PWSA - 6555 Armstrong	\$ 168.74
16. Dietz Electronics - Church Alarm	\$ 105.08
17. Staples - Supplies	\$ 114.46
18. ABCO - Stove Hood Cleaning	\$ 364.75
19. Greg Williams - Property Supplies	\$ 300.00
20. Family Christian - Sunday school	\$ 22.07
21. Batteries and Bulbs	\$ 253.37
22. Sisterson - Audit Fee	\$ 713.55
23. Marathon Fleet - Van Fuel	\$ 580.57

Total  
 Operating: \$8,603.56

Outstanding (Long Overdue) Bills

1. MMBB Insurance – Pastor’s Retirement	\$ 444.80
2. Church Mutual – Church Insurance	\$5,547.03
3. Toshiba – Copier Lease and Supplies	\$2,742.63
4. Comcast	\$ 358.14
5. Home Depot	\$1,079.00
6. Leslie Smith—Website Development	\$4,000.00

Total: \$14,171.06

December 4, 2014 Summary of Assets and Disbursements

Starting Liquid Assets	\$14,590.16
Total Disbursements Made	\$14,270.15
Assets minus Disbursements	\$ 320.01
Outstanding (Overdue) Bills	(\$14,171.06)
Net Assets Available	(\$ 13,851.05)

**Post Note 1:** Of total December disbursements paid (\$14,270.15), 64% of this total was taken from rental income generated from church properties (\$9,305.70). Only 36% of disbursements paid were taken from tithes and offerings—the primary reason for ballooning costs relative to the budget projected by Pastor Lee. Originally the purchase and rental of these properties affirmed a commitment to serving needs of the poor. Now this income from the poor increasingly is serving needs of the church. Even so, income from church properties is no longer sufficient to cover outstanding and accelerating indebtedness. Without remedy, this situation could lead to insolvency or worse.

**Post Note 2:** There exists the possibility, now being investigated, that some portion of dedicated funds—gifts made to the church in excess of \$30,000—may have been ‘borrowed against’ to cover expenses of the church. If this should prove to be so, we would be obligated to replenish these funds, thus increasing the category of Outstanding (Overdue) Bills.

**Post Note 3:** On Monday, December 22, 2014, our telephone carrier cut off telephone service to the church because of accumulated arrearage. Preplanning and foresight alone cannot overcome surprises and disappointments of this sort because of chronic negative cash flow problems created under Pastor Lee’s stewardship—an implication which if uncorrected could set to ruin our local, national, and international reputation.

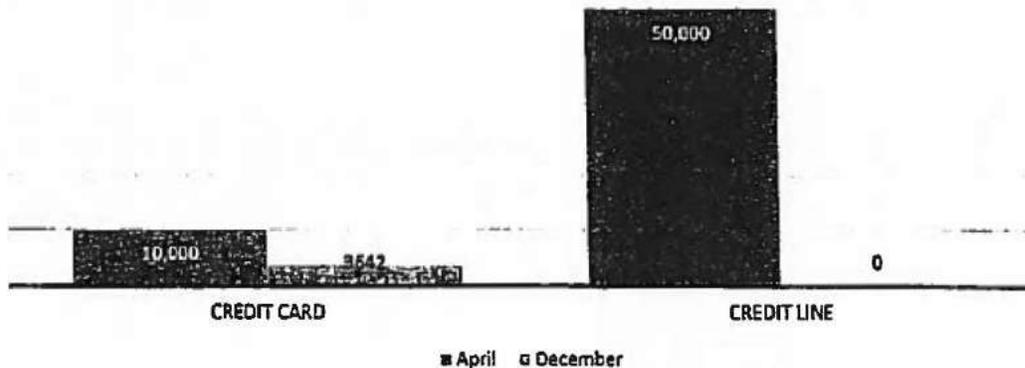
### 3. Available credit lines are shrinking fast

In April of 2014, the church established three lines of credit with S & T Bank:

- \$10,000 for time-to-time credit card purchases in support of the ministries (e.g., equipment, supplies);
- \$50,000 for essential costs of the ministry (e.g., salary) not covered by tithes, offerings, and income from rental properties; and
- \$50,000 loan to purchase the pastor's car which is held in the church's name. The pastor is responsible for making monthly payments on this loan which is secured by the church which formally owns it. His payments which cover both the loan service and pay down on the principal are up to date thus far.

On the first two loans, however, we note the following pattern.

#### 2014 Borrowing Pattern on Two Credit Lines at S & T Bank



The April \$60,000 face value of these loans has been exhausted by the volume of borrowing over the last 9 months except for \$3,642 that remains. The intent of this graphing is to convey how quickly these loans were drawn down over a relatively short period of time. Our paying only the minimum fees on the loan service for both but nothing on the loan principal fails to strengthen our creditworthiness which may well be needed to work our way out of our cash-deficit situation. In this day and age, if you don't have cash or credit, you can't pay your bills or pursue your vision—an historically unfamiliar, intolerable, and unacceptable ill-positioning for a church with an earned reputation for leadership and service locally, nationally, and internationally.

**Findings B:**  
**Failures in Spiritual Stewardship**

- 
1. Drop in number of registered members
  2. Drop in number of Sunday morning worshippers
  3. Drop in level of tithes and offerings
- 



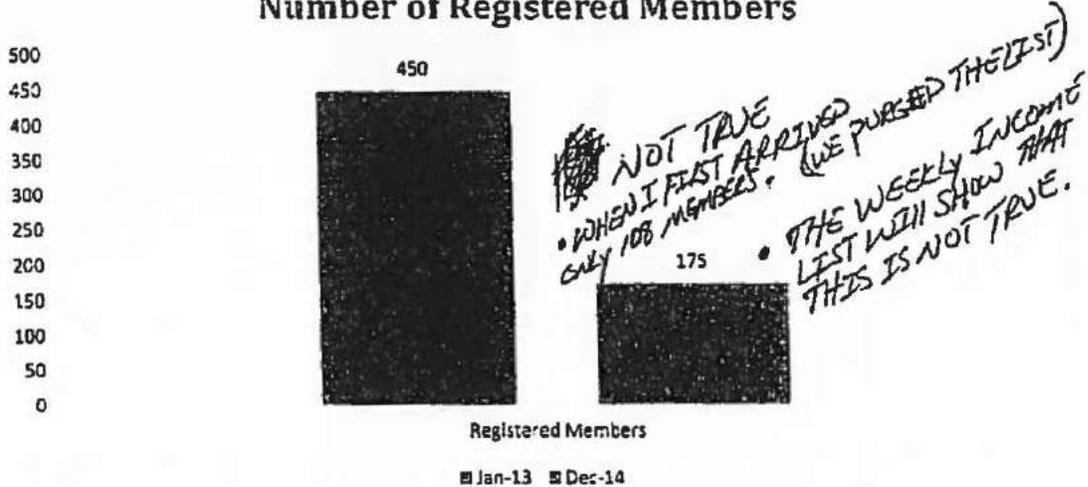
**DIMISHED CAPACITY TO FULFILL THE GREAT MISSION, Matt 28: 19-20:**

- to attract new souls to Christ,
- to cultivate new ambassadors for Christ, and
- to transform families, neighborhoods, and the city for Christ.

### 1. Drop in number of registered members

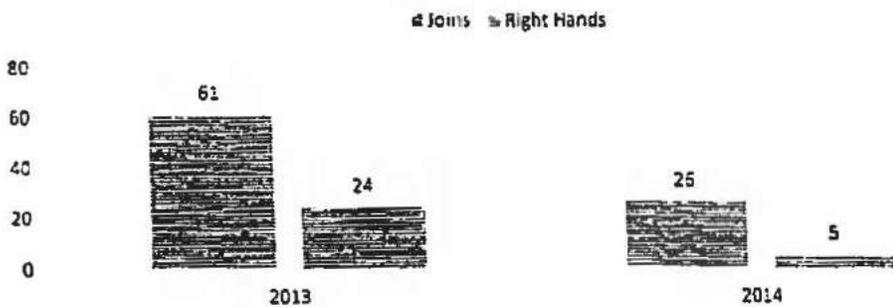
- From January 2013, shortly after the start of Pastor Lee's tenure, to December 2014, almost two years later, there has been a 61 percent decrease in number of registered members—from 450 to 175.

January 2013 to December 2014 Changes in Number of Registered Members



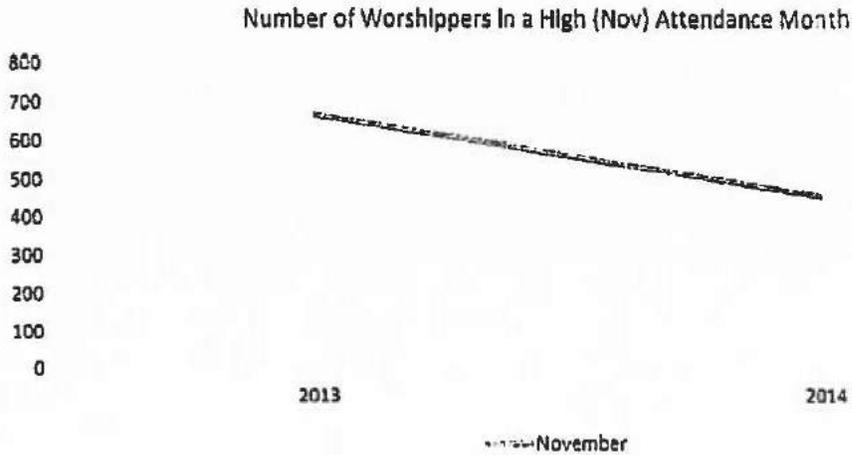
- Of the 87 persons joining church between 2013 and 2014, only 29 or 33% have received the right hand of fellowship—the final but required standard for membership. These 29 constitute nearly 17 percent of the 175 currently registered members. In most instances the pastor alone has assumed personal responsibility for the orientation and training of persons joining the church.

2013 AND 2014 PROFILE OF NEW MEMBERS JOINING AND RECEIVING THE RIGHT HAND OF FELLOWSHIP



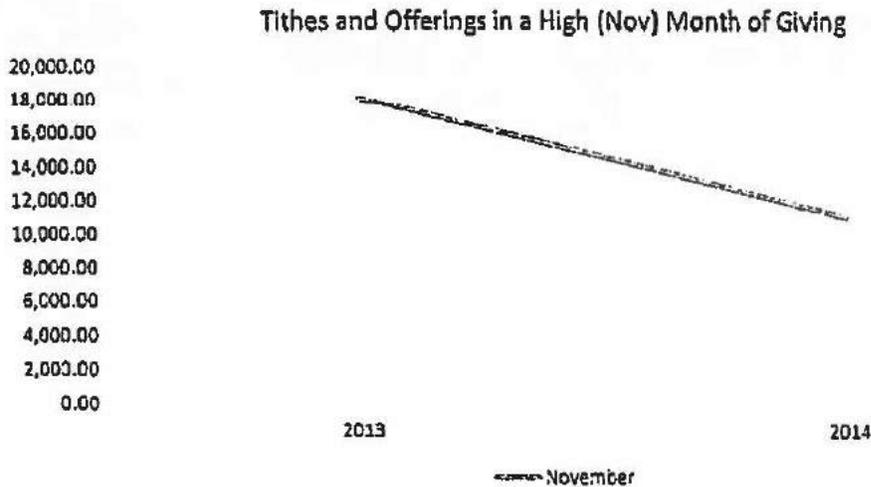
## 2. Drop in number of Sunday morning worshippers

- **Nov 2013 vs. Nov 2014: There was a 32 percent drop in attendance.**



## 3. Drop in level of tithes and offerings

- **Nov 2013 vs. Nov 2014: There was a 39 percent drop in giving.**



REFLECTIONS ON OUR CAPACITY TO FULFILL THE GREAT MISSION, Matt.

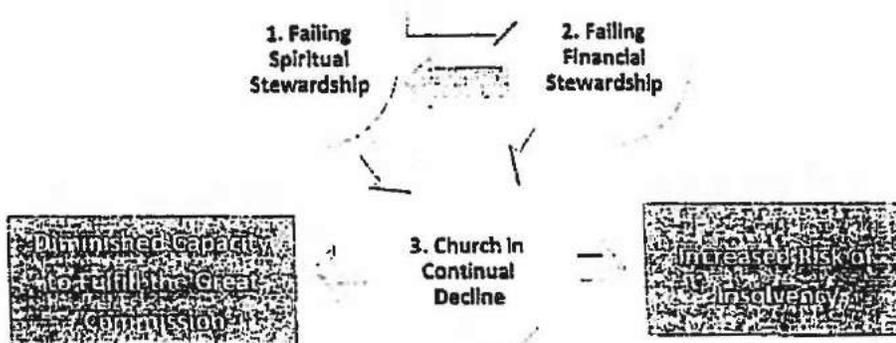
28: 19-20:

- **to attract new souls to Christ:** From the first to second year of leadership under Pastor Lee, the number of persons receiving the right hand of fellowship decreased by 79 percent, from 24 to 5. We would characterize this as a dramatic decline in attracting new souls for Christ.
- **to cultivate new ambassadors for Christ:** New growth in edifying, mentoring, fellowshiping, and serving opportunities among members at every level of Christian experience are key considerations in forming judgments in this area. Here is our judgment. *On the positive side* is the substantial edification and fellowship agenda of Jubilant Women over both years. The Greeters also were formed and successfully maintained their ministry over both years as they reached out to members and visitors alike. During year two, the Healing and Restoration Ministry, The Twelve Tribes for Deacons' Ministry, and The Food Ministry were established and implemented successfully. *On the marginal to negative side*, all of the usher boards except the children's usher board decided to step down during year two. The men's ministry which was slow in getting off the ground in year one, flounder pretty badly in year two. Although 2 of 4 deacons-in-training were ordained, both the first female deacons ever ordained at Sixth, only 2 of 6 deaconesses completed their training. The mass choir dwindled in number from year one to year

two. The Culinary Ministry with years of dedicated service to the fellowship was sat down, and expanded goals for missions and evangelism never got off the ground. Finally we must note that our Church School—so vital to the spiritual formation and development of our infants, children, adolescents, and adults—barely got off the ground during years one or two. Our overall judgment is that our capacity to cultivate new ambassadors for Christ has grown progressively more negative than positive over the two years of Pastor Lee’s leadership.

- **to transform families, neighborhoods, and the city for Christ.** Under Pastor’s leadership we were unable to launch *and* sustain the type of ministries likely to promote the spiritual health of families, neighborhoods, and the city. We conclude Pastor Lee has failed during both years to launch and sustain ministries that help to transform local and public places where our children and families live.

Our prediction for the future under Pastor Lee’s leadership is summarized in the following graph:



## Findings C:

Pastor's Failure to Provide Vital Information

Requested by Church Leaders

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See next page

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Examples of Items Requested with Delayed or No Response from Pastor  
January 5, 2014

- \* YOU HAVE THAT INFORMATION  
I COULDN'T, THAT I ~~COULDN'T~~ DON'T HAVE ACCESS TO THE INFORMATION
- Queries on when to share with the full church the expanding use of rental funds to meet church expenses; *NOT TRUE.*
  - Queries on when to present to the full church the need to revisit the maximum amounts of rental money that can be used to meet church expenses; *NOT TRUE*
  - Queries on precisely how to close the expanding deficit between budgeted expenses and actual revenues; *NOT TRUE*
  - Queries on results of previous audits; *(I WAS NEVER ASKED)*
  - Queries on the wisdom of purchasing Lamington Home properties which legal council had advised against *(WE NEVER CONTINUED TO GO AFTER LAMINGTON HOMES.)*
  - Queries on when the next full church meeting was to be held; *(1/18/15) THIRD SUNDAY*
  - Access to accounting records only when the board threatened to fire the current financial team. *NOT TRUE*

**Recommendation 1—vacate the pulpit immediately is based on:**

1. *Pastor Lee's failures in financial stewardship* (pp. 3-7)
2. *Pastor Lee's failures in spiritual stewardship* (pp. 8-12)
3. *Pastor Lee's failure to provide vital information to church leaders* (pp. 13-14)

**Recommendation 2—void the pastor's 'employment contract' [SUM] based on:**

1. *The Voice of Precedence:* The historical record is clear that the church periodically reviews previously approved policies, procedures, and contracts and routinely exercises the option to affirm, modify, or terminate these instruments based on prior experience or future interest. Based on our prior experience standard, Pastor Lee's documented failures in financial, spiritual, and corporate stewardship support our recommendation to void his 'employment contract'. Based on our future interest standard, Pastor Lee's 'employment contract' which could require future payments to him—even years beyond termination of his contract—would surely bankrupt the church and deny its capacity and right to exist. On both grounds, then, prior experience and future interest, we urge the church to void Pastor Lee's 'employment contract' which was approved formerly by the church on April 7, 2013.
2. *The Voice of Sovereignty:* The church under Baptist polity is sovereign—not the pastor, not the deacons, not the trustees. No one has the final voice on the pastor's 'employment contract' but the church. The church's final vote on this matter is the final word on this matter, and we urge you to cast your vote to void this contract.
3. *The Voice of Pastor:* In the April 7, 2013 call meeting of the church, Pastor Lee said: "if the church declines and the church is not going in the direction that we think the church ought to go, if the church declines and the church is just dying, that's a cause [for breaking the contract], because it is my pastoral responsibility and duty to make sure that the church grows and the church becomes better than the way I received it." These words of Pastor Lee which we evaluate in relation to his documented failures in financial, spiritual, and corporate stewardship would suggest that the time has now come—even in Pastor Lee's own words—to void this 'employment contract' for due or just cause.

**Recommendation 3—approve the suggested severance terms:**

1. *Pastor's Remuneration:* to be paid \$10,314.26 through the month of January, 2015. Because of our current cash flow crisis, payment may have to be spread out over the months of January and February, 2015.
2. *Pastor's car:* Pastor Lee makes monthly payments on this car which is owned by the church which secured the loan for it. As part of the severance terms, Pastor Lee will surrender keys to the car which then will be sold by the church. After the car is sold, Pastor Lee will be reimbursed within 30 days for the equity he has paid into the car.
3. *Keys, Passwords, and Records:* keys to church and rental properties will be surrendered on dates and times established by the trustees along with any and all church records and church equipment and associated passwords or access codes.

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## Secret Ballot for Votes on Recommendations 1, 2, and 3

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<b>I Vote to:</b>	<b>Circle</b>	
<b>1. Vacate the pulpit immediately</b>	Yes	No
<b>2. Void the pastor's 'employment contract'</b>	Yes	No
<b>3. Approve the suggested severance terms</b>	Yes	No

**Note:** Two-thirds majority vote required for passage of Recommendation 1 to vacate the pulpit immediately; simple majority votes required for passage of Recommendations 2 and 3.

First, tear off this page only. Fold it over once and then pass it toward the aisle for collection so that  
your vote will count!

Second, after forwarding your vote, pass your copy of this report toward the aisle as it is critically important that we establish and maintain an official record of your having voted in today's call meeting.

Thank you for your cooperation!

Your servant leaders,  
Board of Deacons  
Board of Trustees