

1 Carney R. Shegerian, Esq., State Bar No. 150461  
CShegerian@Shegerianlaw.com  
2 Anthony Nguyen, Esq., State Bar No. 259154  
ANguyen@Shegerianlaw.com  
3 William Reed, Esq., State Bar No. 261931  
WReed@Shegerianlaw.com  
4 SHEGERIAN & ASSOCIATES, INC.  
11520 San Vicente Boulevard  
5 Los Angeles, California 90049  
Telephone Number: (310) 860 0770  
6 Facsimile Number: (310) 860 0771

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
8/30/2023 5:46 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Ayala, Deputy Clerk

7 Attorneys for Plaintiff,  
DANIEL A. BURGOYNE  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**  
11

12 DANIEL A. BURGOYNE,

13 Plaintiff,

14 vs.

15 ROLLING HILLS COVENANT  
CHURCH, a California domestic  
16 entity; CLYDE LAGUE, an  
individual; SAM TABARI, an  
17 individual; CRAIG  
KNICKERBOCKER, an individual;  
18 SAM EVANS, an individual; JOHN  
THILL, an individual, and DOES 1  
19 through 100, inclusive,

20 Defendants.  
21  
22  
23  
24  
25  
26  
27  
28

Case No.: 23STCV21002

**PLAINTIFF DANIEL A. BURGOYNE'S  
COMPLAINT FOR DAMAGES FOR:**

*[Filed herewith is an Appendix of Evidence in  
support of the claims made herein.]*

- (1) **DEFAMATION *PER SE* & *PER QUAD* (SLANDER / LIBEL);**
- (2) **PREVENTING SUBSEQUENT EMPLOYMENT BY MISREPRESENTATION IN VIOLATION OF LABOR CODE § 1050;**
- (3) **BREACH OF EXPRESS WRITTEN CONTRACT;**
- (4) **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- (5) **WHISTLE-BLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
- (6) **INTENTIONAL INTERFERENCE WITH A PROSPECTIVE ECONOMIC ADVANTAGE;**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**(7) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;  
*and***

**(8) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.**

**DEMAND FOR JURY TRIAL.**

1 **TABLE OF CONTENTS**

2 **Factual Allegations**

3 **Page**

4 SUMMARY ..... 1

5 THE PARTIES.....2

6 FACTUAL ALLEGATIONS .....4

7 A Church in *Crisis* .....4

8 RHCC Organization and Hierarchy.....9

9 Plaintiff’s Hiring and Employment with Defendants..... 10

10 Financial Controls..... 11

11 Burgoyne Learns of Questionable Financial Practices..... 11

12 The Elders Attempt to Distribute a Large Estate Gift Without Protocols, But  
13 Burgoyne Halts Things to Ensure Gifting / Legal Compliance ..... 12

14 Craig Knickerbocker Violates Protocol When He Makes a Designated Gift ..... 13

15 Craig Knickerbocker Attempts to Make a Sweetheart Deal with a Buddy to  
16 Sell the RHCC Community Center ..... 13

17 Evans Meets with Burgoyne to Explain Church Dynamics and Longstanding  
18 Issues Related to the Business Office and Difficulties with the  
19 Knickerbockers ..... 14

20 Burgoyne Learns of Complaints Against Elder Members and..... 16

21 Evans Informs Craig Knickerbocker that Burgoyne has Concerns..... 17

22 Burgoyne Meets Tabari to Confirm Evans’ Concerns ..... 17

23 Burgoyne Raises these Concerns To the Knickerbockers..... 18

24 Burgoyne Meets with Outside Auditor Kingdom One..... 19

25 Burgoyne Meets with Outside Auditor Kingdom One..... 19

26 Dissatisfied With Their Nonchalance and Clear Disinterest in Taking Any  
27 Action, Burgoyne Raises these Concerns *Via* Email..... 21

28 Burgoyne Raises *Serious* Concerns Re In / Out Accounts and Designated  
Giving ..... 22

CFO Craig Knickerbocker Responds With a “Lip Service” Punch List that is  
*Never* Meaningfully Effectuated ..... 22

Burgoyne is Informed of Sexual Abuse and Reports a Cover Up..... 22

1 While Evans is on Sabbatical, He Enlightens Burgoyne *via* Email ..... 23

2 The Elders Approve a Remodel of the RHCC Main Sanctuary ..... 24

3 Evans Champions a Revision to the RHCC Constitution Under the Guise of a  
4 Lack of Biblical Resemblance ..... 25

5 *True Motives* for Constitutional “Modification” – *i.e.*, Separation of the  
6 Denomination – Shine Through *via* Tabari’s Texts ..... 25

7 When Knickerbocker Explains that He’s Closed All Directed Giving  
8 Accounts and Comingled Them in a Single Operating Account, Burgoyne  
9 Explains the Illegality of These Actions..... 26

10 Burgoyne Reports the Legal Implications to LaGue and Tabari..... 27

11 Evans Becomes Nervous, Asks Burgoyne Not to Mention him in Sermons,  
12 and Sets the Stage for His Exit ..... 28

13 Elder Reichert Opines on the Ramifications of Any Efforts to Modify the  
14 Constitution and Part with the Denomination (*i.e.*, ECC)..... 28

15 Evans and Tabari – Without Input from Outside Legal Counsel – Take the  
16 Lead on Re-Drafting the Constitution and Said Changes Become a Consistent  
17 and Important Elder Council Agenda Item..... 29

18 Evans and Tabari Attempt to Whitewash Themselves..... 30

19 Evans Abruptly Announces His Intended Resignation ..... 30

20 Craig Knickerbocker Begg Burgoyne Not to Resign ..... 30

21 August 15, 2021 Elder Counsel Meeting..... 31

22 August 22, 2021 Elder Counsel Meeting..... 31

23 The “Quarterly Business Meeting” is Filmed ..... 32

24 Despite Returning to In-Person Worship, The Elder Committee Never  
25 Reinstated In-Person Business Meetings as Required by the Constitution to  
26 Maintain Control Over the Congregation and Stamp Out Discourse and  
27 Dissent ..... 32

28 Elders Tabari, Craig Knickerbocker, and Bunyard Shed Light on Their  
Distaste for the Denomination and “*Egalitarian Churches*” and Opine that the  
Denomination Can Only Get in the Way of Their Efforts to Modify the  
Constitution..... 34

Burgoyne is Admonished Not to Give Phil Hodges and Bill Duncan a Voice..... 36

The Video (*i.e.*, Business Meeting) is Posted on the RHCC Website Along  
with the Proposed Changes..... 36

A Congregant Points Out the Lack of Adherence to Constitutional Procedures ..... 36

The Vote Passes, But Wait, When Was the Quarterly Business Meeting Held? ..... 37

1 That Same Day, Evans Exits the Building ..... 38

2 Another Congregant Expresses Doubt as to the Legitimacy of the Vote..... 38

3 Tabari and LaGue Come to Burgoyne for Help with Craig Knickerbocker’s ..... 39

4 Tabari and LaGue Follow up On Their Concerns ..... 40

5 Burgoyne Speaks with Craig Knickerbocker About a Sabbatical..... 40

6 Craig Knickerbocker Takes a Sabbatical and Steps Down as CFO ..... 41

7 LaGue Helms the Remodel, Negotiates with Vendors, Reviews Quotes, and  
8 Reports them to the Elder Counsel for Approval ..... 41

9 In February 2022, Tabari and Burgoyne Remain Locked Out of the Business  
10 Office, and Accordingly, All Finances and Personnel Issues ..... 41

11 Tabari and Burgoyne Work on the Organization Chart to Add More Checks  
12 and Balances to (*i.e.*, to Un-Silo) the Business Offices and Bring Back  
13 Transparency and Financial Control of the Church ..... 41

14 Burgoyne Raises Potential Financial Improprieties to Lenders ..... 42

15 With Burgoyne as Senior Pastor, RHCC Grows Back its Congregation ..... 43

16 Burgoyne Learns of Tax Reporting Issues with the Band and Reports Them ..... 44

17 Burgoyne Raises Concerns of Theft and Embezzlement ..... 44

18 Burgoyne and Tabari Meet Again with Outside Auditor Kingdom One ..... 45

19 In March, The Elders Meet with Outside Auditor Kingdom One ..... 46

20 Astonishment is Expressed After the Meeting ..... 49

21 In April, The Remodel Project Continues; Burgoyne Assists in Cost Savings ..... 50

22 At the Completion of Burgoyne’s First Year at RHCC – His Work is  
23 Affirmed with a Unanimous Vote of the Elders..... 50

24 In April 2022, Another Meeting with Kingdom One is Held, This Time,  
25 Tabari, LaGue, Lenders, and Burgoyne Learn that *70-Boxes from the Business*  
26 *Office had Been Shredded* ..... 50

27 The Elder Council Votes to Remove the Business Administrator (Cubillos)  
28 and his Assistant from Their Roles..... 51

Chairman LaGue Affirms his Honor to Serve Beside Burgoyne and the Team ..... 52

LaGue Continues to Helm the Remodel, But Realizes He is in *Over His Head* ..... 52

From April through May, LaGue Works on the Technology Contract with  
Diversified, But Diversified Balks When it Requests Audits and Learns No  
Audits Have Been Performed Since 2018 ..... 53

1 At the May 2022 Business Meeting, Burgoyne Receives Further Glowing  
Praise..... 55

2 In Mid-May, Burgoyne Receives a Rave Review on a First Year Well Done ..... 55

3 In May, Cubillos and His Team are Removed Under a Pretextual  
4 “Reorganization” That Council Members are Admonished Not to Speak  
About ..... 56

5 In June, LaGue Realizes that the Remodel is Grossly Overbudget..... 56

6 A Concerned / Forlorn Tabari Comes to Burgoyne’s Office Unannounced,  
7 and Confides that He Doesn’t Think the Money for the Remodel is in the  
Accounts ..... 57

8 LaGue Brings the Issue of the Remodel Budget Shortfall Before the Elder  
9 Council..... 57

10 Feeling Insecure, the Elder Council Makes an Odd Resolution Affirming  
11 Themselves in the Face of What Was Perceived as a Challenge by the  
Congregation to Their Sovereignty ..... 58

12 In June 2022, LaGue, Tabari, and Lenders Add Their Names as the Official  
13 Officers of the Church to Be Recognized by the State of California ..... 58

14 Now That the Fiscal Year was At a Close, Burgoyne Again Addressed the  
Long-Promised Audits..... 59

15 In Early July 2022, a Deeply Troubled Tabari Came to Burgoyne to Inform  
16 Him of What Tabari Believed to Be the Dire State of Church Finances ..... 59

17 From This Moment On, All Regularly Scheduled Board Meetings Were  
Canceled..... 61

18 In July 2022, Tabari Informs Burgoyne of Peter Knickerbocker’s..... 61

19 In Early August 2022, Knickerbocker Invites Burgoyne and His Wife to a..... 62

20 Pastor Halverson and His Wife are Accused of Financial Mismanagement..... 63

21 Shortly Thereafter, The Halverson’s Received an Apology, as The Perceived  
22 Overspending Was Nothing More Than Incompetence by the Business Office..... 63

23 In August 2022, LaGue Brings Another Motion to the Elder Council Asking  
for More Money to Complete the Remodel ..... 64

24 The Elder Counsel Meets to Discuss the Underfunded Remodel and  
25 “Secretly” Votes to Approve LaGue’s Motion to Increase the Budget to  
\$7,000,000 ..... 65

26 LaGue Emails the Elders Asking Everyone to Pray for Burgoyne’s ..... 66

27 Burgoyne Meets with His Assistant and the Communications Director to  
28 Come Up with a Fundraising Game Plan ..... 67

1 On the Heels of This Meeting, Tabari and LaGue Storm into Burgoyne’s  
Office and Heatedly Confront Burgoyne..... 67

2

3 Burgoyne Asks for Meetings with the Council and General Assistance with  
His Fundraising Efforts..... 68

4 Feeling the Cold Shoulder, Burgoyne Calls Elder Bunyard ..... 68

5 In Late August, LaGue and Tabari Avoid Burgoyne Like the Plague ..... 69

6 Burgoyne Tries to Connect with LaGue..... 70

7 LaGue Brushes Dan Aside..... 70

8 Burgoyne Follows Up..... 70

9 Knowing He is Trying to Fill a Tall (and Likely Impossible) Order, Burgoyne  
asks the Elder Council for Both Assistance and Guidance ..... 71

10

11 LaGue Rejects Burgoyne’s Request for a Meeting of the Elders and Begins to  
Set Burgoyne up to be the Scapegoat ..... 71

12 Diploma “Gate” ..... 73

13       Dr. Joel Hathaway ..... 73

14       Call With Elder Lenders..... 73

15       Letter Confirming Conference of Doctorate ..... 74

16 On August 31, 2022, An Email is Sent Setting an *EMERGENCY*..... 75

17 Upon Arrival, A Surprised Burgoyne Learns That Purpose of the Meeting is  
To Attack Him as Pastor and to Hurl False Allegations Against Him..... 75

18

19 Burgoyne is Given a “Pathway Forward” that Outlined *False* Accusations  
Against Him and Steps to “Restore Himself” ..... 76

20 A Beholden Burgoyne Returns the Next Day to Continue the Sham Process ..... 77

21 Burgoyne is Ostracized..... 79

22 Burgoyne Attends Sunday Service & Rescinds the “Pathway Forward” ..... 79

23 Burgoyne Presents His Side of the Story and The Elders Respond ..... 81

24 LaGue Responds on Behalf of Elders Demanding Burgoyne’s Submission ..... 82

25 Call With Elder Bunyard to Seek Clarity ..... 84

26 LaGue Reprimands Burgoyne for Speaking to His Assistant..... 84

27 Evans Changes His Tune and *Now* Blames Burgoyne for His Leaving the  
Church..... 84

28 LaGue Pressures Burgoyne..... 85

|    |   |     |
|----|---|-----|
| 1  | Burgoyne Accepts Restoration, but Declines to Be the Fall Guy For LaGue and the Elder’s Financial Decisions For Which He Had <i>No Independent Responsibility</i> .....                     | 85  |
| 2  |   |     |
| 3  | LaGue Responds.....   | 86  |
| 4  | In an Attempt to Circumvent the Constitution and Act Unilaterally above Its Powers, The Elder Counsel Offers Burgoyne Three Non-Negotiable Options .....                                    | 86  |
| 5  |   |     |
| 6  | Restoration Plan Attachment.....  | 88  |
| 7  | Burgoyne Negotiates Alternatives to The Board’s Attempt to Unilaterally Terminate Burgoyne Without the Input of the Congregation .....  | 93  |
| 8  | Burgoyne Seeks Solace with Trusted Congregants.....   | 94  |
| 9  | LaGue Terminates Burgoyne by Accepting a Resignation Never Submitted.....   | 95  |
| 10 | Burgoyne Offers to Forgo Severance and – <i>For Due Process, Fairness, and Equity</i> – Instead Asks That a Vote be Placed Before the Congregation To Decide His Fate as Senior Pastor..... | 95  |
| 11 |   |     |
| 12 | LaGue calls an All-Staff Meeting Re Burgoyne .....  | 95  |
| 13 | Burgoyne Breaks the Silence During a Meeting Held at the Local Raquet Club.....   | 96  |
| 14 |   |     |
| 15 | In Response, RHCC Published Defamatory Statements About Burgoyne on Its Website .....   | 96  |
| 16 | Burgoyne is Wrongfully Terminated.....  | 100 |
| 17 | LaGue Takes the Stage and Defames Burgoyne .....  | 103 |
| 18 | Pastor Thill Defames Burgoyne by Video.....   | 103 |
| 19 | Burgoyne Learns that RHCC’s Prior Senior Pastor Had a Similar Experience to His Own .....   | 104 |
| 20 |   |     |
| 21 | Prior Senior Pastor MacDonald Offers to Mediate .....   | 104 |
| 22 | RHCC Continues to Make Defamatory Statements About Burgoyne .....   | 105 |
| 23 | MacDonald Turns on Burgoyne and Writes a Letter Attacking Him that is Posted on the RHCC Website.....   | 105 |
| 24 | Burgoyne’s Efforts to Mediate are Met with Silence.....   | 108 |
| 25 | Burgoyne Pleads For Assistance from the Elders .....  | 108 |
| 26 | Additional Defamatory Statements Are Made by Evans About Burgoyne Following His Termination.....  | 110 |
| 27 |   |     |
| 28 | Joy Burgoyne Meets the Lenders re The Defamatory Materials Posted Online....  | 110 |



1 Burgoyne Learns that RHCC’s Defamatory Statements About Him are Still  
Posted on Their Website and Publicly Available Elsewhere on the Internet..... 111

2 LaGue Promises to Take Down the Posts ..... 112

3 Burgoyne Affirms his Role as Senior Pastor..... 112

4 As of the Filing of This Complaint, The Defamatory Videos Remain on the  
5 RHCC Website, Searchable, and Available on Third Party Sites ..... 113

6 Damages..... 113

7 **Causes of Action**

8 FIRST CAUSE OF ACTION ..... 114

9 Defamation Per Quad / Per Se (Slander & Libel) (Cal. Civ. Code §§ 44, 45,  
10 46; *Kelly v. General Tel. Co.* (1982) 136 Cal.App.3d 278; *Mercado v. Hoefler*  
11 (1961) 190 Cal.App.2d 12; *Frances T. v. Village Green Owners Ass’n* (1986)  
12 42 Cal.3d 490; *Asahi Kasei Pharma Corp. v. Actelion Ltd.* (2013) 222  
13 Cal.App.4th 945; *Wyatt v. Union Mortgage Co.* (1979) 24 Cal.3d 773;  
14 *Seagate Tech. v. A.J. Kogyo Co.* (1990) 219 Cal.App.3d 696; *Oren Royal*  
15 *Oaks Venture v. Greenberg, Bernhard, Weiss & Karma, Inc.* (1986) 42 Cal.3d  
16 1157) Against All Defendants and DOES 1-100, Inclusive..... 114

17 SECOND CAUSE OF ACTION ..... 124

18 Preventing Subsequent Employment by Misrepresentation (Violations of  
19 Labor Code §§ 1050, 1052, & 1054) Against All Defendants and DOES 1-  
20 100, Inclusive..... 124

21 THIRD CAUSE OF ACTION ..... 125

22 Breach of Express Contract Against Entity Defendant and DOES 1-100,  
23 Inclusive..... 125

24 FAILURE TO PAY WAGES OWED / FOLLOW TERMINATION  
25 PROCEDURE ..... 126

26 FAILURE TO FOLLOW THROUGH WITH HES POLICY AND  
27 HOUSING ALLOWANCE PAYMENTS..... 128

28 FOURTH CAUSE OF ACTION ..... 129

29 Breach of the Implied Covenant of Good Faith and Fair Dealing Against  
30 Entity Defendant and DOES 1-100, Inclusive ..... 129

31 FIFTH CAUSE OF ACTION ..... 130

32 Whistleblower Retaliation (Violations of Labor Code § 1102.5, *et seq.*)  
33 Against Entity Defendant and DOES 1-100, Inclusive ..... 130

34 SIXTH CAUSE OF ACTION ..... 133

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Intentional Interference with An Economic Relationship with A Probable  
Economic Benefit Brought Against All Defendants and Does 1 to 100,  
Inclusive..... 133

SEVENTH CAUSE OF ACTION..... 135

False Imprisonment (*Fermino v. Fedco* (1994) 7 Cal.4th 701, 716.) Against  
All Defendants (Except Evans) and DOES 1-100, Inclusive..... 135

EIGHTH CAUSE OF ACTION ..... 136

Wrongful Termination of Employment in Violation of Public Policy (*Tamney  
v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167) Against Entity Defendant and  
DOES 1-100, Inclusive..... 136

NINTH CAUSE OF ACTION..... 137

Intentional Infliction of Emotional Distress (*Hughes v. Pair* (2009) 46 Cal.4th  
1035) Against All Defendants and DOES 1-100, Inclusive..... 137

PRAYER FOR RELIEF ..... 139

DEMAND FOR JURY TRIAL ..... 139

1 **TABLE OF AUTHORITIES**

2 **Page**

3 **Cases**

4 *Asahi Kasei Pharma Corp. v. Actelion Ltd.* (2013) 222 Cal.App.4th 945 ..... 114

5 *Fermino v. Fedco* (1994) 7 Cal.4th 701 ..... 135

6 *Frances T. v. Village Green Owners Ass’n* (1986) 42 Cal.3d 490 ..... 114

7 *Hughes v. Pair* (2009) 46 Cal.4th 1035 ..... 137

8 *Kelly v. General Tel. Co.* (1982) 136 Cal.App.3d 278 ..... 114

9 *Mercado v. Hoefler* (1961) 190 Cal.App.2d 12 ..... 114

10 *Oren Royal Oaks Venture v. Greenberg, Bernhard, Weiss & Karma, Inc.*  
 (1986) 42 Cal.3d 1157 ..... 114

11 *Seagate Tech. v. A.J. Kogyo Co.* (1990) 219 Cal.App.3d 696..... 114

12 *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167..... 136

13 *Wyatt v. Union Mortgage Co.* (1979) 24 Cal.3d 773..... 114

14 **Statutes**

15 Civil Code § 3294 .....2, 113, 114, 137

16 Civil Code § 44 ..... 114

17 Civil Code § 45 ..... 114

18 Code of Civil Procedure § 1021.5.....2, 137

19 Code of Civil Procedure § 1032..... 137

20 Code of Civil Procedure § 3291.....2

21 Code of Civil Procedure § 425.14..... 113

22 Code of Civil Procedure § 474.....3

23 Government Code § 72055 ..... 139

24 Government Code §§ 12900-12996..... 3, 4

25 Labor Code § 1050..... 124, 125

26 Labor Code § 1051..... 125

27 Labor Code § 1052..... 124, 125

28 Labor Code § 1054..... 124, 125

1 Labor Code § 1102.5.....2, 130, 132, 136  
2 Labor Code § 1103..... 132  
3 Labor Code § 232.5..... 136  
4 Penal Code § 518 ..... 136  
5 Penal Code § 523 ..... 136  
6 Penal Code § 524 ..... 136

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff, Daniel A. Burgoyne (hereafter “Plaintiff” or “Burgoyne”), alleges, on the  
2 basis of personal knowledge and/or information and belief:  
3

#### 4 SUMMARY

5 While employed by Rolling Hills Covenant Church (“RHCC” or “The Church” or  
6 “Defendant”), Burgoyne blew the whistle on a great number of serious financial concerns  
7 (*i.e.*, fraud, embezzlement, and serious governance and financial mismanagement), as well  
8 as other mis- and malfeasance. Incensed, those at the helm of RHCC rallied against  
9 Burgoyne to avoid both scrutiny and the exposure of their involvement in activity that not  
10 only violated the law, but the duties of loyalty and fiduciary responsibility to the  
11 Congregation.

12 To be clear, the men in question care about power, stature, and money, above the  
13 loyal Congregation, who appear to be made a means to an end. Through deceptive (and  
14 unconstitutional) chicanery, 10-men (*i.e.*, the Board of Elders) worked to seize control of  
15 \$100,000,000 in assets and ~\$10,000,000 in annual tithe/estate donations, making  
16 themselves answerable to no-one. For certain, they talk the talk, but actions speak louder  
17 than words. And as Lord Acton teaches, “absolute power corrupts absolutely.”

18 Jesus teaches: “Nothing is hidden that will not be disclosed, nor anything secret that  
19 will not be known and come to light.” (Luke 8:17.)

20 As a result, Burgoyne suffered a fierce and calculated campaign of retaliation and  
21 false allegations, which culminated in his wrongful termination.

22 Thereafter, in order to poison the congregation against him (as Burgoyne can only be  
23 voted out by a majority vote of the Congregation), RHCC slandered and defamed  
24 Burgoyne when it intentionally – and with deep seated malice – published known falsities  
25 at public gatherings and broadcast them online globally for all to see. Ostracized and  
26 publicly shamed Burgoyne was. And a black sheep he was made to be.

27 ///

28 ///

1 To all – but particularly to the RHCC Congregation – it is critical to note that filing  
2 this lawsuit was not taken lightly. It was filed after much prayer, patience, and  
3 consideration. But Burgoyne could not stand by and allow the unlawful activity (set forth  
4 below) to continue unchecked, as such an outcome – and its continued detriment to the  
5 Congregation – was a *far* worse prospect. In good conscience, Burgoyne could not stay  
6 quiet and watch another trusting pastoral family suffer under the guise of biblical  
7 submission, while experiencing maleficent retribution.

8 Burgoyne brings this action against defendants for economic, non-economic, and  
9 compensatory damages, pre-judgment interest pursuant to Code of Civil Procedure section  
10 3291, punitive damages pursuant to Civil Code section 3294, and costs and reasonable  
11 attorneys’ fees pursuant to Code of Civil Procedure section 1021.5 and Labor Code section  
12 1102.5(j).

13  
14 **THE PARTIES**

15 1. *Plaintiff*: Plaintiff **Daniel A. Burgoyne** (“Plaintiff” or “Burgoyne”) was, at all  
16 times mentioned in this Complaint, a resident of Los Angeles County, California.

17 2. *Defendants*:

18 a. Plaintiff alleges, on information and belief, that, at all relevant times,  
19 defendant **Rolling Hills Covenant Church** (“Defendant” or “RHCC”), was a nonprofit  
20 corporation doing business in Los Angeles County. Defendant’s principal place of  
21 business at all relevant times was located in Rolling Hills Estates, California, located at  
22 2222 Palos Verdes Drive North, Rolling Hills Estates, California 90274 in Los Angeles  
23 County, California.

24 b. Defendant **Clyde LaGue** (“LaGue”), at all times mentioned in this  
25 Complaint, was an Officer / Director of RHCC. Defendant LaGue is, and at all times  
26 mentioned in this Complaint was believed to be, a resident of Los Angeles County,  
27 California.

28 ///

1 c. Defendant **Sam Tabari** (“Tabari”), at all times mentioned in his Complaint,  
2 was an employee, Officer, and Director of RHCC. Defendant Tabari is, and at all times  
3 mentioned in this Complaint was believed to be, a resident of Los Angeles County,  
4 California.

5 d. Defendant **Craig Knickerbocker** (“Craig Knickerbocker” or “C.  
6 Knickerbocker” or “Craig”), at all times mentioned in this Complaint, was an Officer /  
7 Director of RHCC. Defendant Knickerbocker is, and at all times mentioned in this  
8 Complaint was believed to be, a resident of Los Angeles County, California.

9 e. Defendant **Sam Evans** (“Evans”), at all times mentioned in this Complaint,  
10 was an Officer / Director of RHCC. Defendant Evans is, and at all times mentioned in this  
11 Complaint was believed to be, a resident of Los Angeles County, California.

12 f. Defendant **John Thill** (“Thill”), at all times mentioned in this Complaint, was  
13 an Officer / Director of RHCC. Defendant Thill is, and at all times mentioned in this  
14 Complaint was believed to be, a resident of Los Angeles County, California.

15 3. *Doe defendants*: Defendants Does 1 to 100, inclusive, are sued under fictitious  
16 names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes,  
17 and on that basis alleges, that each of the defendants sued under fictitious names is in some  
18 manner responsible for the wrongs and damages alleged below, in so acting was  
19 functioning as the agent, servant, partner, and employee of the co-defendants, and in taking  
20 the actions mentioned below was acting within the course and scope of his or her authority  
21 as such agent, servant, partner, and employee, with the permission and consent of the co-  
22 defendants. The named defendants and Doe defendants are sometimes hereafter referred  
23 to, collectively and/or individually, as “defendants.”

24 4. *Relationship of Defendants*: All defendants compelled, coerced, aided, and/or  
25 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which  
26 conduct is prohibited under California Government Code section 12940(i). All defendants  
27 were responsible for the events and damages alleged herein, including on the following  
28 bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or more of

1 the defendants was the agent or employee, and/or acted under the control or supervision,  
2 of one or more of the remaining defendants and, in committing the acts alleged, acted  
3 within the course and scope of such agency and employment and/or is or are otherwise  
4 liable for plaintiff's damages; (c) at all relevant times, there existed a unity of ownership  
5 and interest between or among two or more of the defendants such that any individuality  
6 and separateness between or among those defendants has ceased, and defendants are the  
7 alter egos of one another. Defendants exercised domination and control over one another  
8 to such an extent that any individuality or separateness of defendants does not, and at all  
9 times herein mentioned did not, exist. Adherence to the fiction of the separate existence  
10 of defendants would permit abuse of the corporate privilege and would sanction fraud and  
11 promote injustice. All actions of all defendants were taken by employees, supervisors,  
12 executives, officers, and directors during employment with all defendants, were taken on  
13 behalf of all defendants, and were engaged in, authorized, ratified, and approved of by all  
14 other defendants.

15 5. Entity Defendants directly and indirectly employed plaintiff Daniel Aaron  
16 Burgoyne, as defined in the Fair Employment and Housing Act ("FEHA") at Government  
17 Code section 12926(d).

18 6. Finally, at all relevant times mentioned herein, all defendants acted as agents of  
19 all other defendants in committing the acts alleged herein.

21 **FACTUAL ALLEGATIONS**

22 **A Church in Crisis**

23 7. Prior to the hiring of plaintiff Burgoyne, it had been stated by the Elder Counsel  
24 that The Church was in *crisis*. Past mismanagement, a leadership vacuum, racism, slander,  
25 harassment, and conflict had caused RHCC's membership (and quite naturally, its  
26 benefactions) to rapidly diminish.

27 ///

28 ///



1 8. Quotes by Evans and Lenders illustrate this well. According to Evans: “I am a  
2 military man, that should tell you something and this has been the most difficult year of  
3 my life.” According to Lenders: “this hasn’t been the most difficult year, it’s been the most  
4 difficult five years of my life.”

5 9. Illustrative of this, are the September 20, 2020, Quarterly Congregational  
6 Business Meeting (“CBM” or “Business Meeting”) Draft Minutes describing the conflicts  
7 to “a civil war” while exposing a leading national survey company, *Best Christian*  
8 *Workplace Institute* (“BCWI”) to rank RHCC church culture in the lowest 10 percent of  
9 churches in America. Bill Duncan, a former Board Chairman and Senior Pastor search  
10 team member called the BCWI outcomes, “sobering results.” (See **Exhibit 1.**)

11 *Examples of this Follow*

12 10. ***Removal of Prior Pastor:*** Byron MacDonald (“MacDonald”) had served as  
13 Senior Pastor at RHCC for 27-years (1992-2019), until he was privately “forced” to resign  
14 in 2019 and prohibited from returning to campus.

15 a. Years earlier at a surprise meeting, MacDonald was presented with a list of  
16 accusations against him. These not only accused MacDonald of failures of character as a  
17 leader, man, and pastor, but of creating a culture of fear among the staff, financial  
18 mismanagement and the misuse of church funds on his home. MacDonald was then given  
19 an ultimatum of either immediately accepting the accusations against him, rehabilitation,  
20 professional counseling, and the removal of his authority – along with a public apology –  
21 *or* being terminated through public charges and a vote of the congregation. Pending the  
22 resolution of these charges against him, MacDonald was barred from the church campus  
23 and admonished not to speak with Congregants or Staff until his “rehabilitation” was  
24 complete.

25 b. MacDonald reported to Burgoyne “they were some of the worst moments of  
26 my life. I had not done those things.” Donna Artino, McDonald’s former Executive  
27 Assistant, expressed to Pastor Burgoyne, “Pastor Byron was never the same after what the  
28 board did to him. He stayed in his office with the door closed and withdrew. It was like it

1 took the life out of the man I knew and shamed him. He was a broken and submitted man.  
2 What they did was wrong, it was like a public lynching.”

3 c. Despite MacDonald and his wife’s protest, MacDonald eventually  
4 succumbed to the immense pressure of the Board of Elders, and publicly apologized on  
5 his knees to thousands of Congregants during multiple services.

6 d. Under the thumb of the Board of Elders, a submissive MacDonald served the  
7 remainder of his tenure, eventually agreeing to resign with three-years remuneration,  
8 causing RHCC to become a divided Church fraught with factions.

9 11. **Church Schism:** In 2020, just after the removal of MacDonald, a doctrinal rift  
10 rose to the surface regarding polity and Biblical interpretation. Of the numerous issues,  
11 foremost were: (1) female leaders, (2) Black Lives Matter, (3) Social Justice, and (4)  
12 spiritual formation [*i.e.*, the way one experiences God].

13 a. On one side, were the powerful Elder Counsel members who remained in  
14 2021 and thereafter. And on the other, was former Executive Pastor and former Co-  
15 Preaching Pastor, Shawn Hurley, and former Associate Pastor of Adult Ministries Garrick  
16 Hanger, along with many others.<sup>1</sup>

17 b. While former Senior Pastor MacDonald advocated for Hurley to be given the  
18 role of Senior Pastor, the Board of Edlers was adamantly opposed, causing much  
19 dissension. During the candidacy process, Elders Lenders and Evans reported to Burgoyne  
20 their thoughts of Hurley’s character, stating he was not simply a “narcist” but “a raging  
21 narcist” and they would never allow Hurley to receive the role.

22 c. Eventually, Hurley, Hanger, and company (at least 10-15 others) – in the face  
23 of fierce opposition by Evans, Lenders, Tabari, and team – left RHCC to form Coastline  
24 Covenant Church. The Elders, in order to save face and appease the Congregation, decreed  
25 that the departure would be under the guise of a church plant. Non-Disclosure Agreements

26 \_\_\_\_\_  
27 <sup>1</sup> In an e-mail dated May 13, 2021, Elder Evans wrote Burgoyne of Hurley’s indignation of the hiring  
28 practices of Hurley and Hanger. For example, he complained: “We hired Shari, a self-confessed  
charismatic, social justice, white privilege fighting, egalitarian as a staff member. She and many like her,  
were hired by Shawn and Garrick to ‘change the culture of RHCC.’ ”

1 were signed to cloak payouts and the true reason for the “transaction.”

2 d. In their departure, Hurley and Hanger not only took many congregants, but  
3 (so they could be exited without publicity and/or a vote of the Congregation) large  
4 severance packages. Through the use of “emergency powers,” the severance packages of  
5 two-years to six-months of pay and benefits were granted by the Elder Counsel, which  
6 weighed heavily on Church resources. (see **Exhibit 2.**)

7 12. ***Denominational Schism:*** Not only was the Hurley contingency embracing the  
8 issues (above as **(1)** through **(5)**), but the Denomination (*i.e.*, the Evangelical Covenant  
9 Church (“ECC”)) was also: **(1)** empowering female leaders in the Church [including  
10 female pastors], **(2)** Black Lives Matter, **(3)** Social Justice, and **(4)** spiritual formation [*i.e.*,  
11 the way one experiences God].

12 a. Needless to say, this infuriated the powerful Elder Counsel members who  
13 remained in 2021 and thereafter (as set forth below) caused a putsch to remove RHCC’s  
14 affiliation with ECC.

15 13. ***Change to The Church Constitution and By-Laws:*** Yearning for supreme power  
16 and control – both fiscally and doctrinally – it had been decided that the RHCC  
17 Constitution and By-Laws needed to be changed. The intended changes would: **(1)** make  
18 it easier to enact constitutional revisions, **(2)** remove board governance restrictions setting  
19 into place broader powers giving the elders uncontested control, **(3)** eliminate and/or  
20 shortening notice periods squelching open dialogue and/or disagreements, **(4)** remove  
21 safeguards and checks and balances, greatly decreasing fiscal accountability, **(5)** remove  
22 restrictions that previously required a vote of the Congregation, such as terminating or  
23 granting membership, conferring ordination, and removing elders.

24 a. Not only that, but the Elders wanted to ***sever ties with the Denomination (i.e.,***  
25 ***the ECC) and create a standalone Church that answered to no one.*** Stated otherwise, an  
26 Elder Counsel that answered to no one. With the September 2021 Amendments to the  
27 RHCC By-Laws, the elder council took complete control of the church after 66 years of  
28 congregational rule.

1           b. Namely the Elders now, **(1)** oversee the affairs of the church (Article IV,  
2 Section 3. D), **(2)** unilaterally hold control to grant and/or terminate membership of any  
3 congregant, establishing absolute authority (Article 1, Section 1 and 6), **(3)** are the absolute  
4 planning and control body of the church (Article IV, Section 1), **(4)** cannot be terminated  
5 by the congregation, but only by “mutual accountability among the Elders” themselves  
6 (Article IV, Section 5), meaning they can serve / hold power for life, after removing the  
7 termination clauses (Article IV, Section 5), and **(6)** arrest complete authority to select  
8 Church Pastors, subjecting them to the sole control and discipline of the Elder Council  
9 (Article IX Sections 1, 2, 3 and 4).

10           c. Ironically, the Elder Counsel also countermanded their own constitutional  
11 directive not to change the By-Laws, “in conflict with this constitution,” by changing the  
12 By-Laws, “in conflict with the constitution.” (Article X.)

13           d. As can be seen below, the Elder Counsel eventually rammed the changes  
14 through by *failing* to present in written form “the proposed amendment ... in written form  
15 [at least three-months prior] at a preceding Quarterly Business Meeting,” and instead,  
16 radically shortening the notice period to three-weeks.

17           14. ***Pastor Candidates Pulling the Plug:*** The search (that began in 2019) had been  
18 plagued with failure, in that numerous candidates had self-terminated the hiring process  
19 when they had watched RHCC live stream or read Business Meeting minutes, which  
20 illustrated the disparagement, slander, yelling, and name-calling of leaders and  
21 congregants. (see **Exhibit 2.**)

22           a. In fact, to a congregant, one Elder Sam Evans wrote “In the past year, we  
23 have seen open rebellion. I have been personally maligned, lied to and lied about. Witness  
24 the behavior at our CBM’s. We actually had top candidates pull their name from the list  
25 following their reading of the minutes. In the words of one, ‘RHCC is an extremely  
26 unhealthy church in need of a serious rebuild.’ ”

27 ///

28 ///

1 b. During the interview process, Elder Counsel members lied to Burgoyne and  
2 made it seem like candidates had progressed far in the process, when they in fact had  
3 pulled out early in the process after discovering the recent turmoil and toxicity present at  
4 RHCC.

5 c. Illustrative of this bedlam are the approved September 20, 2020  
6 Congregational Business meeting minutes submitted herewith as **Exhibit 1**.

### 7 **RHCC Organization and Hierarchy**

8 15. To assist the reader, a brief explanation of the hierarchy of RHCC and its  
9 organization follow:

10 a. The Governing Board of the Church (otherwise known as Trustees) are  
11 referred to as the Council of Elders. At all relevant times, these persons were: **(1)** Craig  
12 Knickerbocker, **(2)** Dan Murdoch, **(3)** Bill Reichert, **(4)** David Wallin, **(5)** Rod Lenders,  
13 **(6)** Mike Curtis, **(7)** Rich Tamble, **(8)** Sam Evans, **(9)** Steve Bunyard, **(10)**, Clyde LaGue,  
14 and **(11)** Sam Tabari.

15 b. **Sam Evans** served as interim-Senior Pastor prior to Burgoyne and moved  
16 into the role Elder Board Chairman when Burgoyne became Senior Pastor and pledged to  
17 stay for one-year to assist in the transition.

18 c. **Sam Tabari** served as the *interim Executive Director*, and then *permanent*  
19 *Executive Director*, of The Church.

20 d. **Craig Knickerbocker** and his son **Peter Knickerbocker** served as *Chief*  
21 *Financial Officer* (“CFO”) and *Treasurer*, respectively. **Craig** also served as the *Board*  
22 *Member in charge of Finance and Property*. **Craig** also oversaw Capital Campaigns,  
23 Construction, Facilities Management, and certain hirings. This gave the Knickerbockers  
24 control over ~\$10,000,000-dollar tithe base and annual estate giving, as well as  
25 \$100,000,000 in real estate.

26 e. After Craig Knickerbocker stepped down as CFO in January 2022, **Rod**  
27 **Lenders** took his place.

28 ///

1 f. **Bob Cubillios** served as The Church *Business Administrator* and oversaw  
2 *Banking, Finance, Legal, Human Resources, and Information Technology.*

3 g. **Christina Dake** served as *Human Resources Director.*

4 h. **Donna Artino** served as the *Executive Assistant to the Senior Pastor.*

5 **Plaintiff’s Hiring and Employment with Defendants**

6 16. On or around April 22, 2021, after a lengthy national search and in depth  
7 interview process, plaintiff Burgoyne was offered employment with RHCC as Senior  
8 Pastor. In accepting the position, Burgoyne was beyond ecstatic, and very much looked  
9 forward to serving his new Congregation.

10 17. On or around May 2, 2021, in order to affirm Burgoyne as the new Senior Pastor,  
11 a vote of the Congregants was held. After the tally, Burgoyne – with 97.5 percent of the  
12 vote – was approved with flying colors. (**Exhibit 3.**)

13 18. Thereafter, Sam Evans (“Evans”), then interim Senior Pastor, sent a welcome  
14 email: “We are truly blessed to have them all as part of our family and to have [Burgoyne]  
15 leading us into the next chapter for [Defendant]. ... Finally, I offer my personal thanks to  
16 all of you for your help, support, and prayers during this past year. It has been difficult for  
17 all of us, but together we have persevered and overcome. Let us continue to offer our help,  
18 support and prayers to [Burgoyne], keeping in mind that he has been placed here not by  
19 the Congregation but by the Lord Jesus Christ.”



28 ///

1 19. On or around May 3, 2021, Burgoyne began his work and immediately poured  
2 all of his time, heart, and soul into making immediate contributions to his new Church.

3 20. Along with rebuilding the Church, serving the Lord, and preaching God’s word,  
4 Burgoyne was tasked by the Elder Council with three incoming job requirements: (1)  
5 change The Church Constitution and By-Laws, (2) remove The Church from the  
6 Denomination (*i.e.*, erase the affiliation with The Evangelical Covenant Church), and (3)  
7 train and select Elder Counsel Members, along with a Teaching Statement, that better  
8 reflected The Church’s leadership and beliefs.

9 21. In April, Burgoyne was told by certain Elder Counsel members that these  
10 directives were to remain “secret.”

### 11 Financial Controls

12 22. Four people had the authority to sign checks over \$2,500: Craig and Peter  
13 Knickerbocker, Sam Evans, and Bob Cubillos, and one person, Misty Williams, had  
14 authority to sign checks up to \$2,500. These same individuals also had signing powers  
15 over retirement accounts.

16 23. It is *imperative to note*, that Burgoyne had: (1) *zero* financial control, (2) *zero*  
17 authority to spend a single dime without Elder Counsel approval, (3) *zero* authority to bind  
18 The Church to debt, and (4) no Church credit card.

### 19 Burgoyne Learns of Questionable Financial Practices

20 24. In early May 2021, Burgoyne was informed that the Church had a very unusual  
21 business office reporting structure, whereby the Business Administrator reported directly  
22 to the CFO, who reported directly to the Elder Council, which was divorced entirely from  
23 the Executive Team. In contrast, other Administrators reported through a hierarchy with  
24 checks and balances.<sup>2</sup>

25 ///

26  
27 \_\_\_\_\_  
28 <sup>2</sup> Every one to three years, The Church Constitution required congregational elections for certain positions, including those for CFO, Finance and Property, and Personnel, placing checks and balances in constant rotation.

1 25. Burgoyne also learned that The Church Constitution *required both quarterly and*  
2 *annual Congregational Business Meetings*. And according to Article VII, it was required  
3 that “*audited financial reports ... be submitted* by the treasurer of the Church and each  
4 of its organizations” *at each annual meeting*.

5 26. Burgoyne’s review of the minutes of the 2019 Annual Congressional Business  
6 Meeting, however, revealed that **no audits had been conducted** generally, or for each  
7 organization.

8 **The Elders Attempt to Distribute a Large Estate Gift Without Protocols, But**  
9 **Burgoyne Halts Things to Ensure Gifting / Legal Compliance**

10 27. Prior to Burgoyne’s arrival, The Church received a donation in the form of a large  
11 estate, valued at approximately \$5,000,000.

12 28. RHCC created a vision committee to determine how it wanted to use / spend the  
13 funds. The Elder Counsel decided (without Congregational endorsement) that they wanted  
14 to spend \$1,000,000 to exit the “Schism Group” (*i.e.*, Coastline), and \$4,000,000 on  
15 various ministries and missions around the world.

16 29. Upon learning of this, Burgoyne questioned whether this was a restricted gift,  
17 and if so, what the restriction was.

18 30. Of note, if the giver of the gift restricts the donation for a particular use, it cannot  
19 be used for anything else. This is governed by strict law, including Internal Revenue  
20 Service (“IRS”) Rules and Regulations.

21 31. Burgoyne was informed that the gift was in fact restricted, but was never  
22 informed how the donor restricted the gift. Thereafter, the Elder Counsel redirected the  
23 use of the funds, and (already having spent the \$1,000,000 on the Coastline “schism”)  
24 designated the \$4,000,000 for use in the remodel of the Sanctuary.

25 ///  
26 ///  
27 ///  
28 ///



1                    **Craig Knickerbocker Violates Protocol When He Makes a Designated Gift**

2                    32. In early May 2021, Craig Knickerbocker presented Evans with a gift card for a  
3                    cruise for Evan’s use that he represented to have been donated by Craig and his wife.

4                    33. Burgoyne and Evans later learned that, instead of gifting the certificate directly  
5                    to Evans, the Knickerbockers had donated financially to RHCC’s “general fund,” and then  
6                    had RHCC gift cruise certificate in the same amount. This is referred to as designated  
7                    giving – and is an actual, and/or perceived, misuse of funds – in that Craig had given  
8                    himself a charitable deduction opportunity, when in reality he is giving away a vacation.

9                    34. Because of this, Evans wrote to the Elder Counsel that he could not accept the  
10                    cruise and gift cards.

11                    **Craig Knickerbocker Attempts to Make a Sweetheart Deal with a Buddy to Sell the**  
12                    **RHCC Community Center**

13                    35. On or around May 5, 2021 – just days after Burgoyne’s hire – Craig  
14                    Knickerbocker emailed a sales agreement to Burgoyne and Evans requesting the sale of a  
15                    Community Center owned by RHCC to its current lessee, Calvary Chapel Palos Verdes,  
16                    at a greatly reduced cost *and* having RHCC carry the note. (see **Exhibit 4.**)

17                    36. Around the same time, Elder Council member Lenders wrote to Burgoyne to let  
18                    him know that this “deal” should not go through, as it was not good for the Church.  
19                    Lenders further explained that: **(1)** the sale of the community center was a “pet project” of  
20                    Craig’s, **(2)** that the proposed deal was between Craig and two of his friends (Rob Orr  
21                    [former Elder] and reportedly Tom Miller, a former Elder), and **(3)** that the building was  
22                    deeply undervalued by almost five million dollars.

23                    37. Sensing impropriety, Burgoyne put a stop to things, and wrote to Craig and  
24                    Evans, telling them that this deal needed to be evaluated both financially and in terms of  
25                    the Center’s use and usefulness to The Church, and that a year of due diligence was needed  
26                    before a deal of this magnitude could be considered.

27                    ///

28                    ///

1 38. Thereafter, Orr met with Burgoyne, and expressed his antipathy that the deal  
2 would not go through, as it was their understanding that these discussions were formalities  
3 occurring after the deal had already been made.

4 39. The Community Center was not sold to Calvary Chapel.

5 **Evans Meets with Burgoyne to Explain Church Dynamics and Longstanding Issues**  
6 **Related to the Business Office and Difficulties with the Knickerbockers**

7 40. In mid-May 2021, Evans met with Burgoyne personally to explain the dynamics  
8 of the church schism, staff, and the RHCC Business Office.

9 41. Evans briefed Burgoyne on the fact that there were “issues” in the Business  
10 Office that he had tried to solve but had been unable. Specifically, it was explained that  
11 Craig Knickerbocker was the gatekeeper to all meaningful financial control and reporting,  
12 and he protects Cubillos, the Business Administrator. Evans further explained that Craig  
13 and his son Peter own a construction management and consulting company and have done  
14 much work for the Church. In fact, Evans pointed out that “nearly every facility you see  
15 on the south campus has Craig’s fingerprint on it.”

16 42. Evans also informed Burgoyne that he had been “for years,” trying to change the  
17 financial reporting structure to bring further accountability to the Business Office but had  
18 been rebuffed each time. Evans explained that Craig, who had been there for 30-plus years,  
19 was a man of influence in both the Church and the City, and gets his way by strength of  
20 personality, force, and intimidation. Nonetheless, there were *big* changes that were  
21 needed.

22 43. Curious, Burgoyne asked, “what kind of changes?”

23 44. Evans responded that:

24 a. No one really knows what is taking place in relation to the finances of the  
25 Church, because no one other than Cubillos and Craig has true access to the Business  
26 Office. Cubillos does not report directly to the Board of Elders but the CFO, and the office  
27 is guarded by Craig. This is why he and Tabari called for a Best Practices Audit from  
28 Kingdom One, an outside consultant (recommended by a family member of Tabari), to

1 determine whether there are true financial, compliance, and human resources violations  
2 taking place.

3 b. While Kingdom One had found serious problems with RHCC practices, it  
4 couldn't get basic information from the Business Office necessary to conduct the audit.  
5 When this was raised to Craig, he brushed Evans and Tabari aside, and accused them of  
6 not liking Cubillos and being biased.

7 45. Concerned, Burgoyne asked, "what kind of serious problems?"

8 46. Evans responded that:

9 a. Because the Business Office doesn't report to the Office of the Senior Pastor  
10 or executive team, there is no real reporting structure to assess the controls, accounting  
11 procedures, or reporting.

12 b. The Business Office meets across the street in sperate offices and Cubillos  
13 controls it all. Nobody knows his schedule. He hires and fires who he wants and none of  
14 us really know what is going on. They all look scared.

15 c. Cubillos is the only one who knows where the files are and what's in the files.  
16 There is little or no accountability. It's made to appear as though there are financial  
17 committees, but no one knows what's happening to the money. We have received reports  
18 that we've sent money to missions oversees that aren't even missions. Did you know we  
19 are called "Rolling Bills for a reason?"

20 d. Many mistakes have been made in employment, compensation, termination,  
21 timekeeping, investigations and compliance in my two-year tenure as interim senior  
22 pastor.

23 e. I (Sam Evans) don't get paid at all in part to prevent personal accusation of  
24 financial impropriety.

25 f. Many of the financial calculations in payroll or reimbursements are done by  
26 hand and on paper. The software is so outdated that while the board approved purchasing  
27 new software it has never been completed or migrated. This is totally out of compliance,  
28 and we know it but don't change it. The way Cubillos does it prevents checks and balances

1 because it's on paper by hand so that not all records are kept.

2 47. Burgoyne then asked what should be done, to which Evans responded: "it all  
3 begins and ends with Craig and [Cubillos], but nobody can make the changes."

4 **Burgoyne Learns of Complaints Against Elder Members and**  
5 **Questions RHCC's Responses**

6 48. While Burgoyne filled out onboarding paperwork with Christina Dake ("Dake")  
7 (Head of HR), Dake shared that the last few years had been very difficult. Dake also  
8 revealed that two female staffers had accused male board members (Craig Knickerbocker,  
9 Tom Miller, and Richard Smith) of harassment, a hostile work environment, and raised  
10 questions regarding the handling of the complaints. Burgoyne asked what happened, about  
11 protocol, and whether legal was involved. Dake responded that it had been a giant mess.

12 49. Thereafter, Burgoyne raised concerns of his own:

13 a. To **Cubillos (Business Manager)**, Burgoyne asked: "Hey, I found these  
14 complaints in the minutes, what's going on with all this? (see **Exhibit 5**.) I'm looking at  
15 racism, HR issues, compliance issues, and investigations." Cubillos' responded that they  
16 had updated the handbook to address the issues raised by the investigations, but that much  
17 updating was still needed. He also warned, "Pastor Dan, you're new and make a lot of  
18 money, you will likely get audited. In fact, I don't know if you were officially hired, as  
19 you were voted in by an old Board that has termed off and didn't fill out your paperwork  
20 properly."

21 b. To **Lenders (Elder Counsel Member)**, Burgoyne asked: "Help me  
22 understand what happened here. These Business Meetings were all broadcasted to the  
23 world live on the internet and the marriages, character, and actions of the Elders were  
24 impugned. Clearly there are groupings of alliances and a lot of conflict." Lenders  
25 responded that Burgoyne was preaching to the choir, and that he had lost weight, sleep,  
26 and friends due to stress over the past years. Burgoyne then reported that he felt the results  
27 of the investigations did not appear to be rightly understood by the Congregation, that he  
28 did not believe they had been conducted correctly, and that they were being kept from him

1 so that he could not assess them. Burgoyne further questioned: “What else has happened  
2 or is happening at RHCC that I need to know?” (see **Exhibit 5**.)

3 c. To **Tabari (Chief Executive Officer)**, Burgoyne conveyed the same general  
4 concerns expressed to Lenders, and asked about the proper protocol to address things with  
5 Dake and her boss, Cubillos. Burgoyne also questioned how an investigation could be  
6 impartially performed by persons that reported directly to one of the accused (Craig  
7 Knickerbocker) and his board friends.

#### 8 **Evans Informs Craig Knickerbocker that Burgoyne has Concerns**

9 50. On May 25, 2021, Evans writes to Craig Knickerbocker: “Dan would like to get  
10 together with you and me to discuss a go-forward strategy for the Business Office. He  
11 would like to begin discussions on some objectives that need to be met. Additionally, he  
12 has some concerns about the reporting structure and whether that may present liabilities  
13 for the church.”

#### 14 **Burgoyne Meets Tabari to Confirm Evans’ Concerns**

15 51. In late May 2021, Burgoyne met with Evans and Tabari to further discuss the  
16 ministries and running of RHCC. During the meeting, Burgoyne asked Tabari about all  
17 the concerns that had been raised to him by Evans, particularly those related to finances,  
18 compliance (or lack thereof), and the Business Office.

19 52. Tabari quickly confirmed the truth of these matters, and informed Burgoyne that  
20 he had been appointed Interim Executive Director by Evans in order to depose the previous  
21 staff who formed Coastline. Tabari also added that he meets with Craig Knickerbocker  
22 once a week for breakfast, because he is *not* a man to be on the wrong side of.

23 53. Tabari also confirmed that:

24 a. He called Kingdom One in alarm of financial, labor and compliance issues.

25 b. The report of Kingdom One found all sorts of compliance and financial  
26 issues, and that best practice mechanisms to prevent corruption, fraud and violations  
27 (along with general waste) were nearly non-existent. Even worse, it appeared to Kingdom  
28 One that the ladies in the Business Office: **(1)** new that violations and corruption were

1 taking place but were too terrified to tell them about it, and (2) had been instructed by  
2 Cubillos to say only what he told them to say and share only what he told them to share.

3 c. That the Church was open to legal liability – and thankfully hadn’t been sued  
4 – because it did not comply with best accounting practices or California law, but he could  
5 do nothing about it because of Craig and Cubillos.

6 d. That – astonishingly – as Interim Executive Director, he had “no visibility or  
7 authority on the record keeping or finance areas.”

8 54. To conclude, Evans stated, this is why the Elders had to do things as they did.  
9 The Elder Board acted against the Constitution, using emergency powers, because they  
10 needed to control the outcomes. The Board never would have gotten the Coastline guys  
11 out or a new Board in, nor protected what’s happening internally, unless they had done so  
12 unilaterally without the Constitutionally required approval of the Congregation. If you  
13 (Burgoyne) are going to try and address what’s happening with the finances and the  
14 Business Office, you will have to go through Craig Knickerbocker and then Cubillos.  
15 “Good Luck.”

16 **Burgoyne Raises these Concerns To the Knickerbockers**

17 55. In late May 2021, Burgoyne met with Craig and Peter Knickerbocker (CFO and  
18 Treasurer, respectively) to speak about a number of ministry and business-related  
19 concerns, the most important of which being the lack of audits.

20 56. During this discussion, Burgoyne questioned the lack of audits and whether this  
21 conformed to acceptable accounting practices. In response, Peter “*snickered*,” and said,  
22 well, we do “*spot audits*.” When Burgoyne asked what “spot audits” were, Peter explained  
23 that Cubillos gave the Certified Public Accountants (“CPA”) “*select accounts*” to review  
24 and sign off on. Before Peter could even complete the sentence, his father Craig briefly  
25 looked at him, and blurted out, “*audits are very expensive, and we’ve needed to save*  
26 *money. We do audits, just not every year because of the cost.*”

27 ///

28 ///

1 **Burgoyne Meets with Outside Auditor Kingdom One**

2 57. On May 30, 2021, Elder Mark Fredrickson resigns from the Board of Elders,  
3 expressing (in part) the following ethical concerns:

4 a. “The Elder Council added expenditures and commitments for additional  
5 expenditures of RHCC resources well beyond those approved by the Congregation and  
6 did not communicate to and obtain the Congregation’s concurrence as a part of the 2021  
7 Church Plant.”

8 b. “The Elder Commission used a process to make changes to the Bylaws  
9 outside the requirements of the Constitution.”

10 c. “The Elder Council directed ½ a million dollars from ‘Trust Funds’ to meet  
11 the 2020-2021 budget shortfall without obtaining the concurrence of the Congregation.”  
12 **(Exhibit 6.)**

13 **Burgoyne Meets with Outside Auditor Kingdom One**

14 58. On May 31, 2021, Burgoyne and Tabari met with Kingdom One to review the  
15 findings of their “Best Practices Audit” of the RHCC Business Office. Specifically, said  
16 audit focused on human resources compliance, financial and accounting compliance,  
17 operational dealings, the organizational structure, and Business Office practices.

18 59. During the meeting, a number of irregularities, concerns, liabilities, and areas of  
19 potential legal non-compliance were reported:

20 a. **Payroll Services:** It appeared to Kingdom One that the Business Office had  
21 handled all payroll in-house for thirty-plus years, which Kingdom One found to be *highly*  
22 *unusual* and made adherence to labor laws a challenge and difficult to authenticate. An  
23 audit was a priority, and given the state of recordkeeping and procedures (or lack thereof),  
24 the following were grave concerns:

25 b. **Wage and Hour:** (1) classifications and exemptions, (2) time keeping and  
26 calculations, (3) overtime and meal and rest breaks, and (4) vacation accruals and payout.  
27 With over 100 employees and a complex operation spanning diverse areas and assets, the  
28 liability was deeply concerning.

1           c. **Accounting Procedures:** RHCC’s recordkeeping software and programs  
2 were woefully outdated and the practices in place were far from those considered industry  
3 standard. Verification of information was slow and RHCC would not make available to  
4 Kingdom one many of its files. Alternatively, the information requested was not made  
5 readily available in alarm of financial, labor and compliance issues.

6           d. **Human Resources:** It quickly came to light that RHCC’s policies, practices,  
7 and handbook were not being updated to keep up with the law. Moreover, RHCC’s current  
8 policies, practices, and handbook appeared problematic in themselves, lending to almost  
9 certain legal compliance issues.

10           e. **Record Keeping and Information Services:** Information that should be  
11 readily available was either slow in coming or never produced. Many files were not  
12 digitized and remained in boxes that only the Business Administrator and his Assistant  
13 were familiar with. All files were located off the Main Campus with little to no oversight.

14           f. **Satellite Offices:** The Business Office and all staff were located off campus,  
15 siloed away from the rest of the organization. Kingdom One reported the staff appeared to  
16 be “all compliant females” and office staff did not appear to have freedom to speak openly.  
17 A general unsettling culture of fear appeared present.

18           g. **Organization:** Kingdom One had never seen a reporting structure and  
19 controls such as those at RHCC. Action was required to put into place appropriate checks  
20 and balances, as financial misconduct was a distinct possibility.

21           60. After the call, Tabari informed Burgoyne that his previous briefing to the Board  
22 of Elders had brought no change.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



1 **Dissatisfied With Their Nonchalance and Clear Disinterest in Taking Any Action,**  
2 **Burgoyne Raises these Concerns Via Email**

3 61. On June 1, 2021, Burgoyne emails Elder Counsel members Evans, Lenders, and  
4 Craig Knickerbocker to express his concerns. (Exhibit 7.)

5 62. Said email recommended:

6 a. ***“Full financial and best practices audit.*** Now that the books have closed I  
7 believe it wise to have a separate CPA firm do a full year or two quarter audit on both  
8 items listed above. The certified CPA firm should be chosen by CFO and the elders with  
9 a verbal as well as written review to CFO, Senior Pastor and Elder Chair. The desire would  
10 be: [(i)] Auditors available to leaders for questions and review (What accounts reviewed  
11 and what practices chosen.) [(i)] Recommendations for best practices [(iii)]  
12 Recommendations for internal controls[, and, (iv)] Findings for minutes[.]”

13 b. ***Practical reorganization of business office and direct reports:*** [(i)] Change  
14 of responsiveness to directives from Chairman, Executive Director, Senior Pastor. New  
15 working relationship or ***change of structure and direct reporting.*** [(ii)] ***Review of legal,***  
16 ***H.R., payroll and business operations including direct reports.*** I have been informed by  
17 the business office of ***possible legal and auditing implications*** to new hires, my hire and  
18 outgoing hires. ***‘Salary Bands,’ ‘IRS audits and implications’ ‘California Law,’ ‘Staff***  
19 ***investigations’ and ‘legal implications’ are the many significant terms*** used in my short  
20 tenure. I need further understanding. [(iii)] B[usi]ness office and direct reports (IT,  
21 facilities, HR) respond in real time to Executive Director. [(iv)] Integrate business office  
22 and team into admin building and reissue directive attending church elsewhere.”

23 c. ***“Staff Moral.*** If the senior pastor, chairman and executive director are within  
24 the scope of responsibilities, the directive should be executed. We are not two heads  
25 operating one church. The CFO, Chairman and Senior pastor must address the perception  
26 and demonstration of this challenge.”

27 63. In short, the environment appeared ripe for negligence, embezzlement,  
28 mismanagement, theft, fraud and a host of legal and labor compliance issues.

1 **Burgoyne Raises *Serious* Concerns Re In / Out Accounts and Designated Giving**

2 64. Around this time, Burgoyne also reported **giant concerns** regarding the financial  
3 reports for the “in/out” accounts that were “restricted not designated.” “In/out” accounts,  
4 are accounts that hold funds received from Donors for specific purposes, *i.e.*, restricted  
5 giving.

6 65. The significance of this is that only donors can restrict funds, while Board  
7 Members may designate funds. If a donor gives, for example, to missions, a building, or a  
8 knitting club, it must only be used for that specific purpose.

9 66. Burgoyne explained that had never seen this done because, per the IRS, ***misusing***  
10 ***restrictive funds is a crime, making the liability to the Church massive.***

11 67. When Burgoyne asked Tabari and Evans about this, they explained that the  
12 culture of RHCC was to give to specific “pet projects,” as many people had ministries or  
13 meaningful clubs that were important to them. That the Business Office solely controlled  
14 this process deeply troubled Burgoyne. When Burgoyne asked about audits – including  
15 those of all “in/out” accounts – neither had an answer and simply explained that they were  
16 “trying to keep the church afloat.”

17 **CFO Craig Knickerbocker Responds With a “Lip Service” Punch List that is *Never***  
18 **Meaningfully Effectuated**

19 68. On June 2, 2021, in order to appease Burgoyne, Craig Knickerbocker sent a  
20 punch list of items to address with Cubillos (*e.g.*, payroll service, outside HR service,  
21 move business office, embrace Kingdom One recommendations and advice). Little  
22 meaningful change was forthcoming during Burgoyne’s tenure.

23 **Burgoyne is Informed of Sexual Abuse and Reports a Cover Up**

24 69. In early June 2021, a troubled staffer – aware that Burgoyne sought to address  
25 problems with the Business Office – came to Burgoyne to confide in him. She explained  
26 her gratefulness that Burgoyne had accepted the role and believed he really wanted to  
27 bring effectual change. Because she knew Burgoyne was actively seeking to address the  
28 culture of RHCC, she had something very troubling to report.

1 70. The staffer revealed that her daughter had been repeatedly sexually abused at  
2 RHCC by a Church employee while attending youth group and had been only one of  
3 several victims. The staffer explained that she had reported the abuse to Cubillos,  
4 MacDonald, and Church leadership.

5 71. Instead of reporting the man or calling the police, Cubillos wrote him a letter of  
6 recommendation for another position and sent him along his way. When the staffer found  
7 out about this, she was furious and confronted MacDonald, asking, “how could you guys  
8 do this? How could you let this man go somewhere else like nothing happened and give  
9 him a recommendation?”

10 72. MacDonald called a meeting where the staffer (in front of Cubillos) was asked if  
11 she wanted Cubillos to resign. While saying little, but shaking her head no, the staffer told  
12 Burgoyne that being asked the question in the presence of Cubillos made her fearful and  
13 was entirely unfair. MacDonald should have fired him himself then and there. While her  
14 daughter for years had dealt with shame, hurt, and anger, Cubillos remained in his job like  
15 nothing ever happened. The staffer finished by asking how many kids had been sexually  
16 abused without the issue being dealt with, and warned: “that is Bob, he makes things go  
17 away.”

18 73. This staffer later learned that another of her daughters had been sexually abused  
19 at RHCC during her youth ministry years as well.

20 74. The *next day Burgoyne reported this story of a disgraceful cover up to Tabari.*  
21 While Tabari asked a few questions, he did not document the situation and stated he knew  
22 nothing of it.

23 **While Evans is on Sabbatical, He Enlightens Burgoyne via Email**

24 75. On June 15, 2021, Evans began a sabbatical lasting until July 25<sup>th</sup>. After the  
25 exhausting infighting and toxicity of late, Evans required a period of rest and recovery.

26 76. While out, Evans responded as follows to a congregant:

27 ///

28 ///

1 a. “Speaking personally, and to be clear this my opinion only, we have a larger  
2 problem that must first be addressed and that is discipleship. In the past year we have seen  
3 open rebellion, I have been personally maligned, lied to and lied about[.] Witness the  
4 behavior at our CBM's. We actually had top candidates pull their names from the list  
5 following their reading of the minutes. In the words of one, ‘RHCC is an extremely  
6 unhealthy church in need of a serious rebuild.’ I say all of this because it is my belief that  
7 unless we look like Jesus there is no point in sharing our faith. Obviously this doesn't apply  
8 to everyone at RHCC (you are exhibit A of those who are truly following Jesus!). However  
9 it is my opinion that we need to get healthy, rebuild, and rededicate ourselves to truly  
10 following Jesus so that we then present an accurate picture of what being a Christian  
11 actually means.”

12 77. After this email, Burgoyne looked back at past Quarterly Congregational  
13 Business Meeting minutes (including that of 3/1/20) and (other e-mails from Evans) began  
14 to better realize that RHCC was a “change resistant environment” and was deeply divided  
15 on certain social issues, such as female leaders within The Church.

16 **The Elders Approve a Remodel of the RHCC Main Sanctuary**

17 78. On or around July 6, 2021, led by Craig Knickerbocker, the Elders approve the  
18 design work for remodel of the sanctuary.

19 79. On or around July 7, 2021, Craig chose Laney Design Architects for design work  
20 and requested that administrator Cubillos sign the contracts.

21 80. On or around July 29, 2021, Craig announced that RHCC would begin remodel  
22 construction.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **Evans Champions a Revision to the RHCC Constitution Under the Guise of a Lack**  
2 **of Biblical Resemblance**

3 81. On July 29, 2021, Chairman Evans wrote:

4 a. “I have been talking with and meeting Pastor Dan and Sam Tabari regarding  
5 the future direction of the church. Pastor Dan has done a masterful job of communicating  
6 to the congregation the mission and vision of the church. I am certain that I speak for all  
7 of us when I say that he is God's man for this time.”

8 b. “For those of you who have been on the EC for the past couple of years, I  
9 know that you would agree with me that one of the top issues we need to address as leaders  
10 is our Church Constitution. As currently written there are two chief issues that need to be  
11 addressed. First, the fact that it doesn’t (sic) function for who we are. It may have worked  
12 well in a church of 200 but it is dysfunctional in a church of 2,000. Second, there are a  
13 number of places where it is not only dysfunctional, but bears no resemblance to the  
14 Biblical model of church and of leadership. These are issues that we need to collectively  
15 address and subsequently communicate to our people.”

16 **True Motives for Constitutional “Modification” – i.e., Separation of the**  
17 **Denomination – Shine Through via Tabari’s Texts**

18 82. On July 29, 2021, Tabari shares his, Evans, and Craig Knickerbocker’s *true goals*  
19 in changing the RHCC Constitution – *to part with the ECC Denomination and take*  
20 *control of the Church, its tithing base, and its 100 million dollars in property.*

21 83. Tabari also shares: (1) their understanding of the legal limitations, (2) legal fears  
22 and repercussions in terms of the Elder’s own legal liability, and (3) how they might be  
23 able to skirt certain notice periods:

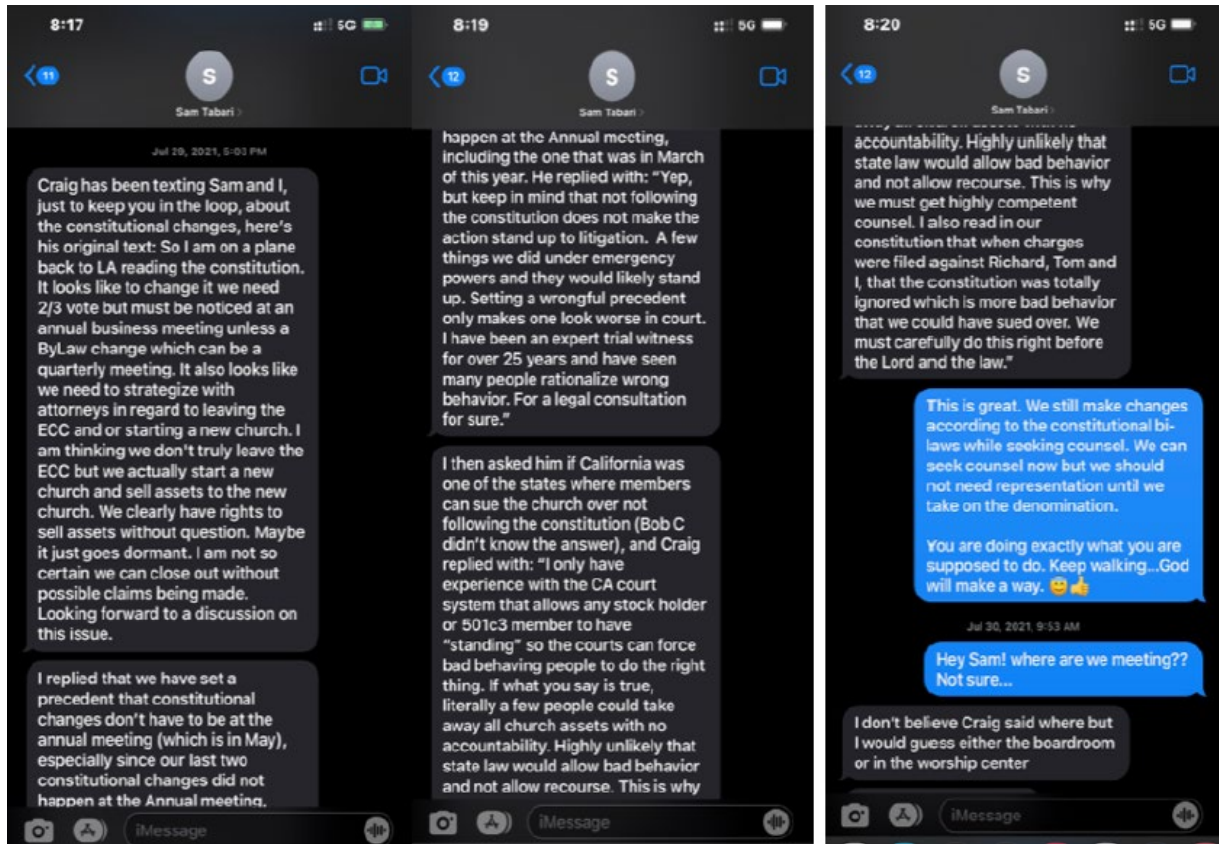
24 ///

25 ///

26 ///

27 ///

28 ///



84. The desire was to terminate the present Constitution by dissolving it and simultaneously sell the \$100,000,000 worth of real-estate to the new 501c3 for a \$1.00 while beginning anew with *zero* ECC denominational ties.

**When Knickerbocker Explains that He's Closed All Directed Giving Accounts and Comingled Them in a Single Operating Account, Burgoyne Explains the Illegality of These Actions**

85. On or around July 30, 2021, Craig and Peter Knickerbocker and Burgoyne had a conversation about the Church's past struggles.

86. In extolling the history of his past trials and tribulations, Craig explained that Burgoyne would never believe some of the stories that he and Peter had experienced. Craig had served on every committee of the Church, and there had been a "war" at every step. In fact, a year or two ago (~2020), Craig had been asked to slash the Church budget by \$2,000,000, a staggering amount, as they had been running at a significant deficit.

///  
///

1 87. Craig further explained that the Church had so many “in/out” accounts (*i.e.*,  
2 directed giving accounts) that were just sitting around, that he instructed Cubillos to “do  
3 away with all of them” and comingle said funds in a general operating account. Craig also  
4 explained that he had informed Cubillos that they needed to streamline things, because the  
5 Church needed the money to function.

6 88. Burgoyne, a bit shocked by this revelation, rhetorically asked: “Aren’t restricted  
7 funds regulated by the IRS,” and explained that it was against the law and a crime to use  
8 donor restricted funds for the Board’s own purposes. Burgoyne then asked, “when you say  
9 designated funds, you really mean restricted funds, right – people giving to specific  
10 ministries and expecting the monies to go to those ministries?”

11 89. Craig responded that they had no choice but to cut the budgets, including  
12 missions, and all surpluses of the “in/out” accounts simply went into the general fund.  
13 “That’s just the way it was and had to be.”

14 90. Burgoyne asked how many “in/out” accounts had been comingled, too which  
15 Knickerbocker estimated, dozens. “A huge amount.”

16 **Burgoyne Reports the Legal Implications to LaGue and Tabari**

17 91. Several days later, Burgoyne met with LaGue and Tabari and told them of the  
18 disturbing discussion he had with Craig and Peter Knickerbocker regarding the lack of  
19 compliance with “restricted funds” received pursuant to “directed giving.”

20 92. Burgoyne walked LaGue and Tabari through his conversation with the  
21 Knickerbockers and explained that “restricted funds” (*via* a great number of “in/out”  
22 accounts) had been illegally “dumped” into the general fund and done away with.

23 93. Burgoyne also reiterated that the use of “restricted funds” for the Board’s own  
24 purposes, and not those delineated in the designation, was illegal and against IRS  
25 regulations.

26 94. Despite these reports, the issue was neither documented, nor taken seriously. No  
27 legal counsel or CPA was contacted.

28 ///

1 **Evans Becomes Nervous, Asks Burgoyne Not to Mention him in Sermons, and Sets**  
2 **the Stage for His Exit**

3 95. On August 3, 2021, Evans questions his own leadership to Burgoyne in a  
4 significant change of demeanor. Thereafter, Burgoyne expresses his respect and devotion  
5 to their friendship by email.

6 96. Several days later, Evans responds: “I have taken the time away for serious  
7 personal reflection. I am honest enough with myself to question whether I am a good  
8 leader, or the right leader. That’s all it is. I do have a personal and important favor to ask  
9 of you. Please do not mention me from the stage either the (sic) anointments or your  
10 sermon. This always brings applause and while appreciated it’s not good for my soul.”

11 97. In another email sent the same day, Evans signaled that he was selling his home  
12 and moving out of town (*i.e.*, getting out of dodge) when he informed Evans and Burgoyne  
13 that a home inspection had revealed termites.

14 **Elder Reichert Opines on the Ramifications of Any Efforts to Modify the**  
15 **Constitution and Part with the Denomination (*i.e.*, ECC)**

16 98. Evans emails the following on or around August 4, 2021:

17 a. “Because of the language of Article IX we cannot change the Constitution  
18 without first dissolving it. Not even the congregation can vote to override the clause  
19 preventing us from changing it.”

20 b. “We would have to work out a process of transition such that we dissolve and  
21 replace nearly simultaneously so that we have a governing document to operate the  
22 church.”

23 c. “We need to solicit the input and possibly the approval of the ECC to effect  
24 our changes.”

25 d. “We would be wise to seek legal counsel of a subject matter expert so that  
26 we don't err.”

27 e. “It will likely take a year to a year and a half to change.”

28 ///



1 f. “Regarding the possibility of being sued by a congregant Bill notes the  
2 following: anyone can sue anybody for anything. The questions that the court would have  
3 to resolve would be whether the plaintiff had standing and were they injured?”

4 99. That same day, Reichert adds:

5 a. “Yes, Sam. You are correct on the essentials, below. The approval of the ECC  
6 and the PSC are crucial, and the dissolution of the present Constitution and enactment of  
7 a new Constitution will need to be simultaneous. As I noted this morning, Articles VIII  
8 and IX are in effect ‘penalty clauses’ created to prevent amendments to the Constitution  
9 (or enacting an entirely new Constitution) that would affect the status of the ECC. I  
10 understand from Sam that the ECC in certain cases has been willing to forego enforcement  
11 of Article VIII regarding the transfer of property upon ‘dissension and/or schism.’ Such  
12 agreement would be crucial to prevent any effort by the ECC to stop or penalize our church  
13 for any attempt to redraft our constitution.”

14 **Evans and Tabari – Without Input from Outside Legal Counsel – Take the Lead on**  
15 **Re-Drafting the Constitution and Said Changes Become a Consistent and**  
16 **Important Elder Council Agenda Item**

17 100. In August 2021, Evans and Tabari spearhead the efforts to re-draft the  
18 Constitution, seeing it as the only way to keep the Church on the true ideological path (*i.e.*,  
19 out of the grasp of those with beliefs in line with Hurley and the ECC). While there is  
20 much talk amongst the Elders about engaging outside counsel, the Elders never followed  
21 through.

22 101. At this time Burgoyne naively believes that the that the Elders truly want to  
23 conform the Constitution to Biblical teaching and has bought hook, line, and sinker the  
24 pitch as presented by his new Church leaders. What Burgoyne doesn’t realize, is the: **(1)**  
25 power grab, **(2)** effort to remove checks and balances in the form of required notice and  
26 Congregational involvement, and **(3)** attempt to use the Constitution as a weapon to wage  
27 war against those with ideological beliefs that differed from the Counsel.

28 ///

1                                    **Evans and Tabari Attempt to Whitewash Themselves**

2                                    **From the Push to Modify the Constitution**

3            102. Evans and Tabari come by Burgoyne’s office and attempt to talk him into  
4 spearheading the need and presenting the need for Constitutional changes to the Elders  
5 and to the Congregation. In fact, they go so far as to circulate a proposed Elder Meeting  
6 Agenda that reads: “Present need for Constitutional Changes ... Pastor Dan.”

7            103. Burgoyne response, “I don’t think so guys, why don’t we put all our names there  
8 and present together.”

9                                    **Evans Abruptly Announces His Intended Resignation**

10           104. In early August 2023, Evans announces his intent to resign from the Board,  
11 despite his commitment to Burgoyne that he would stay for one year to assist Burgoyne in  
12 the transition given the recent turmoil.

13           105. According to the August 8, 2021 Elder Counsel Minutes:

14           a. “Chairman Sam E[vans] shared that, during his sabbatical vacation, he  
15 realized the great toll that these last months at church had taken on him, on his wife, and  
16 on his extended family. With that came the realization that he could no longer subject  
17 himself or his wife to any more of the incessant questions, comments, or complaints. He  
18 expressed deep sadness as he announced his resignation as Church Chairman, especially  
19 because he was leaving his friend, Pastor Dan, who had been expecting Sam to serve  
20 alongside him. He explained that he chose to do this for the good and the growth of the  
21 church, saying that even his presence would hinder that in some ways. This change moves  
22 Vice Chairman Steve Bunyard into the position of Chairman.”

23                                    **Craig Knickerbocker Begs Burgoyne Not to Resign**

24           106. On August 11, 2021, Craig Knickerbocker invites Burgoyne to “The Nook  
25 Breakfast Spot” in Lomita. Craig implores Burgoyne not to resign, stating something to  
26 the effect of: I don’t know what is going on with Sam Evans or why he would suddenly  
27 leave and move away without explanation. Sometimes people do things that are  
28 unexplainable. It’s got to be about all the trauma. Sometimes people hold stuff inside. I

1 know we have serious problems but if you leave this church, it may be over. Please stay.  
2 I can help you make this right if you stay.

3 **August 15, 2021 Elder Counsel Meeting**

4 107. Upon Evans' resignation, Elder Bunyard moved into the Chair position, leaving  
5 the Vice Chair position vacant. However, Bunyard also resigned at this meeting, saying in  
6 the August 15, 2021 elder minutes, "taking into account the things that Sam Evans had  
7 said" he "realized that he cannot continue as Chairman either." He further explained,  
8 "Lorri's health condition is tenuous and he that he cannot do anything that would cause  
9 any added stress in their lives." This was confirmed by Bunyard on the August 29, 2021  
10 Elder Counsel Minutes when Bunyard states: "Knowing all the hard things Sam endured  
11 as Interim Senior Pastor, Steve knew he could not subject himself or his wife Lorri to the  
12 same kind of treatment; and therefore, he respectfully declined the Chairman position."

13 108. Thus, for the fourth time in three-months, a new Chairman was selected, moving  
14 Elder LaGue into the Chairman position and Bunyard moved back into the Vice Chair  
15 position.

16 109. Of note, the existing Constitution required that the Congregation "elect Officers"  
17 and that Officers be "elected for specified terms." LaGue's appointment to Chairman,  
18 however, was never ratified by the Congregation during Burgoyne's tenure.

19 110. Evans also presented the by-laws under consideration for change, presenting  
20 some as "outdated," some as being "convoluted and confusing," and others "not align[ing]  
21 with Scripture." The Executive Committee agreed to take all parts under consideration for  
22 revision.

23 **August 22, 2021 Elder Counsel Meeting**

24 111. On August 22, 2021, the Elder Counsel again met, in large part, to discuss the  
25 proposed Constitutional changes. At the meeting, a redlined version of the existing  
26 Constitution was distributed. A copy of said document is submitted herewith as **Exhibit 8**.

27 112. At this meeting, the Council *unanimously approved a \$4,000,000 budget for the*  
28 *remodel of the Sanctuary on the South Campus.*

1 a. From July through December 2021, Craig and Peter Knickerbocker led the  
2 design and vendor / construction team to remodel the sanctuary and improve other  
3 structures on the campus. They were the principal project managers for *all* work and  
4 expenditures.

5 **The “Quarterly Business Meeting” is Filmed**

6 113. On August 25, 2021, Evans, Bunyard, and Burgoyne film the Quarterly Business  
7 Meeting. Evans announces the dysfunction of the present Constitution and the need for  
8 change. Stories from Bunyard and Evans regarding disunity, disorder, and disrepair from  
9 decades of constitutional problems and bad behavior are told. Burgoyne on the other had  
10 speaks of the Biblical mandates for Church Leadership and why such is important in terms  
11 of the change.

12 114. Evans in speaking about his resignation states: “I’ve reflected on the fact that I’ve  
13 made some decisions during [this] time that were disliked by some. That makes me a  
14 stumbling block ... my sabbatical also revealed the physical toll the role interim Senior  
15 Pastor has taken on me ... I believe it’s in the best interest of all that he step down as Board  
16 Chairman.”

17 115. Evans also stated something to the effect of: There is nothing about Pastor Dan,  
18 his personality, his vision, etc., that played into the decision and expressed his delight that  
19 God had brought Pastor Dan to RHCC and affirmed that he truly was God’s man for us  
20 RHCC at that time.

21 **Despite Returning to In-Person Worship, The Elder Committee Never Reinstated**  
22 **In-Person Business Meetings as Required by the Constitution to Maintain Control**  
23 **Over the Congregation and Stamp Out Discourse and Dissent**

24 116. If you are scratching your head and wondering what it means when you read that  
25 the QBM being “filmed,” you are not alone. The QBM was filmed because – despite  
26 returning to in-person worship prior to Burgoyne joining RHCC – the Elder Counsel *never*  
27 reinstated in-person QBMs.

28 ///

1 117. Of course, the posting of a pre-recorded video presentation is in no way a  
2 “meeting,” and unquestionably is not what was contemplated by the By-Laws, particularly  
3 Article VII (Meetings and Activities), Section 5:

4 a. “Quorum. A quorum for any Congregational Business Meeting which has  
5 been properly called, with each agenda item properly publicized at the weekend worship  
6 service on two (2) consecutive weekends prior to the meeting, shall consist of those  
7 members present and eligible to vote. In the event that an item of new business is raised,  
8 it may be acted on at that meeting. If any concern is expressed from those in attendance  
9 concerning the item of new business, it will then be postponed to the next Congregational  
10 business meeting. The quorum for all Council, Commissions, and Committee meetings  
11 shall be fifty (50) percent of its elected members.”

12 b. “Rules of Order. All business meetings of the Congregation, the Counsel, the  
13 Commission and Committees of the Church shall be conducted according to Robert’s  
14 Rules of Order<sup>3</sup> when not governed by this Constitution or these By-Laws.”

15 118. The reader might also be asking why – when Article VII of the Constitution  
16 required “[r]egular business meetings [to] be held once each quarter” – QBM’s were never  
17 reinstated? The answer is simple, so that the Elder Counsel could take control, remove  
18 capacity for the meaningful discussion of issues (and in turn, quash any real opposition),  
19 and make almost certain that the Counsel could decree by, instead, place issues before the  
20 Congregation that it knew (almost certainly) would be passed.

21 119. The question then becomes, whether any QBMs held after the resumption of in-  
22 person worship were held in compliance with the Constitution? And naturally, whether  
23 any of the matters decided at said meetings were valid under The Church Constitution? Of  
24 course, the version of the Constitution that was eventually modified removed the specific  
25 requirements set forth above, and simply mandated that QBMs be held regularly.

26 \_\_\_\_\_  
27 <sup>3</sup> Robert’s Rules of Order are parliamentary procedures. The Guiding Principals are: (1) everyone has the  
28 right to participate in the discussion if they wish, (2) everyone has the right to know what is going on at  
all times, (3) only one thing (motion) can be discussed at one time. After discussion, motions are decided  
by vote.

1 **Elders Tabari, Craig Knickerbocker, and Bunyard Shed Light on Their Distaste**  
2 **for the Denomination and “Egalitarian Churches” and Opine that the**  
3 **Denomination Can Only Get in the Way of Their Efforts to Modify the**  
4 **Constitution**

5 120. On August 26, 2021, Tabari writes:

6 a. “Thank you all for being willing to meet so many times this past month as we  
7 discuss the important changes to our By-Laws. I’ve attached the proposed By-Law  
8 changes which hopefully includes all the revisions we discussed at our last meeting. If you  
9 have an hour or so in the next few days to read through the entire By-Law section of the  
10 document, I would really appreciate it to ensure everything looks correct. I can make  
11 changes to it up until basically right before the CBM this Sunday at 3pm, so please let me  
12 know if you catch anything.”

13 b. “On another note, I wanted to let you know that the CBM filming today went  
14 very well. Pastors Dan, Sam, and Steve did a wonderful job of having a discussion of what  
15 the New Testament describes the roles and responsibilities of Elders to be. Pastors Sam  
16 and Steve talked about their experience with nomination committees and how our process  
17 of choosing leaders is not what we see in the scriptures. Pastor Sam, twice, made a strong  
18 plea to the congregation to prayerfully consider the proposed changes so that we honor  
19 God’s Word and His leaders. I’m very encouraged by what I heard today and I wanted to  
20 just say a huge thank you to Pastors Dan, Sam and Steve for their preparation and  
21 leadership to shepherd our congregation. I believe we have done our best to make a strong  
22 biblical case for these changes, and now we pray and ask the Lord to honor all the countless  
23 hours of work and discussion so that we can become a church that is aligned with His  
24 Word.”

25 c. “One final note, some of you have already heard, but *Paul Wilson is stepping*  
26 *down September 10th due to health reasons from his role as the Superintendent of the*  
27 *Pacific Southwest Conference of the ECC. His replacement will be a woman*  
28 *named Rev. Dr. Jean Cheng Gorman.* I’m praying this change doesn't cause us any issues

1 moving forward, but I did want you all to be aware of this news as we have worked with  
2 Paul a number of times in the past.

3 121. On August 26<sup>th</sup>, Burgoyne asks in part: “would it be wise for a few to approach  
4 Paul for a constitutional change?”

5 122. Craig Knickerbocker responds:

6 a. To the best of my knowledge we have never once asked the conference for  
7 their blessing on a By-Law change of any kind. ***I do not recommend we set a precedent***  
8 ***of giving them the slightest perceived or real power or say so over us. Especially when***  
9 ***they have now placed an Egalitarian over the PSWC.*** I recommend we make our  
10 changes and then seek top level legal counsel in regard to constitutional changes and or  
11 leaving the ECC. Years ago one of our lawyers even suggested merely starting a parallel  
12 community church that could lease and eventually take over fully management and  
13 ownership and operation of the church. We have previously bought and sold outside  
14 church properties and planted non ECC churches in the past without any ECC  
15 involvement.

16 123. Bunyard chimed in:

17 a. “Thanks Craig. I would agree. Paul Wilson is a wonderful brother, but he  
18 really doesn't have much authority within the ECC. If you recall, ***when the ECC stated***  
19 ***that they would no longer plant churches in partnership with non-egalitarian churches***  
20 ***or ordain their ministers***, we had Paul come down and discuss this with us. He was very  
21 sympathetic toward us, but said that he would need to go back and speak with leadership  
22 in Chicago to see if anything could be done. My sense is it would be the same situation  
23 now with him needing approval from Chicago to endorse anything we'd want him to  
24 endorse. And I don't think that getting Chicago involved will serve us well.”

25 ///

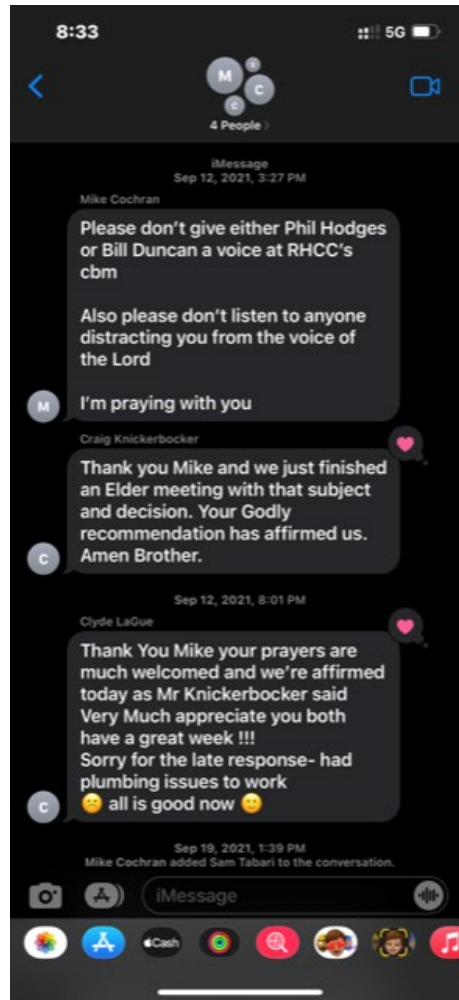
26 ///

27 ///

28 ///

1                    **Burgoyne is Admonished Not to Give Phil Hodges and Bill Duncan a Voice**

2                    124. Former Chairman Cochran, LaGue, and Knickerbocker text Burgoyne as follows:



19                    **The Video (i.e., Business Meeting) is Posted on the RHCC Website Along with the**  
20                    **Proposed Changes**

21                    125. On August 29, 2021, the proposed changes to the Constitution and Business  
22 Meeting video (in place of the Business Meeting) are posted online.

23                    **A Congregant Points Out the Lack of Adherence to Constitutional Procedures**

24                    126. On or around September 1, 2021, a congregant writes:

25                    a. “I also feel it critical that the process for adopting them be consistent with  
26 current by-laws & in all respects ‘legally defensible.’ This is where a serious concern  
27 arises. Article X of the Constitution provides that ‘By-Laws not in conflict with this  
28 Constitution may be adopted at any Quarterly Business Meeting by a two-thirds majority



1 of those members present and voting provided that such By-Laws shall have been  
2 presented in writing to the Congregation at a preceding Quarterly Business Meeting.’ This  
3 is affirmed by Article VIII of By-laws which states ‘Amendments to these By-Laws, not  
4 in conflict with this Constitution, may be adopted at any Quarterly Business Meeting by a  
5 two-thirds vote of the members present and voting provided that such amendments have  
6 been presented in writing to the Congregation at a preceding Quarterly Business  
7 Meeting.’”

8 b. “As I understand it this requires that, assuming the last online CBM (on or  
9 about August 29) was a ‘quarterly business meeting,’ a vote on the proposed changes  
10 cannot take place until the next quarterly CBM. If the last CBM was not a quarterly  
11 business meeting, the proposed changes should be presented at the next quarterly CBM &  
12 voted upon at the subsequent quarterly CBM.”

13 127. Despite these concerns, the ill-advised and procedurally flawed (*i.e., ultra vires*)  
14 move to modify the Constitution continued.

15 **The Vote Passes, But Wait, When Was the Quarterly Business Meeting Held?**

16 128. On September 19, 2021, after the Sunday morning service, it was announced that  
17 the vote on whether to modify the Constitution would be held online the same day. No  
18 QBM is held, and the video for the vote is posted online *only*.

19 129. On information and belief, Congregants were given between 3:00 p.m. and 6:00  
20 p.m. to place their votes.

21 130. By that evening, the vote is tallied. Out of approximately 460-votes (out of a  
22 Congregation made up of about 2,000 members and another 3,000 attendees), the motion  
23 passed with approximately 87 percent in favor of modifying the Constitution.

24 131. However, Robert’s Rule could not be followed. No discourse could be had. To  
25 that end, the vote was held a mere 21-days after the posting of said video, a far cry from  
26 the three-months mandated by the Constitution.

27 ///

28 ///

1 **That Same Day, Evans Exits the Building**

2 132. On September 19, 2021, exiting now that the deed is done, Evans writes:

3 a. “Today I emptied out my office. I left my keys in an envelope on your desk.”

4 b. “I wanted to take a moment to personally thank you for this last year and a  
5 half. Your prayers, encouragement, kindness were much needed and greatly appreciated.  
6 I don’t believe anyone outside of you, Sam T, and my wife Karen had any insight into the  
7 challenges we faced as a church during this time. I have spoken with many pastors who  
8 expressed the difficulties of dealing with the pandemic. As if that wasn’t bad enough we  
9 had a church schism, and social upheavel (sic) that infected the staff. God was good in His  
10 working through His people to bring RHCC to a better place. I can’t tell you how important  
11 your support for me was during this period. I wanted to quit a thousand times, but becuase  
12 (sic) of people such as your self (sic), I was able to carry on. I konw (sic) that Pastor Dan  
13 will carry the church to the finish line.”

14 c. “While my decision to leave will initially be difficult (sic) for some in the  
15 church, I know that it is the right thing for RHCC. Unfortunately I continue (sic) to be a  
16 lightening rod of division. One would think that after the CBM people would move on,  
17 but it seems too difficult (sic) for some.”

18 **Another Congregant Expresses Doubt as to the Legitimacy of the Vote**

19 133. On or around September 24, 2021, a congregant wrote to express his opinion that  
20 “[t]he recent online congregational vote in RHCC would be invalidated if there were a  
21 neutral, third-party observer present during the voting process,” and listed a number of  
22 “voting irregularities,” several of which follow:

23 a. “The church did not give the congregation 3 months to study the proposed  
24 changes. It is a violation of Article X of the RHCC constitution.”

25 b. “During the online voting, there were no discussions following a second to  
26 the motion. It is a violation of Roberts rule.”

27 ///

28 ///

1 c. “In an open Sunday sermon prior to the online congregational business  
2 meeting, the pastor predicted that the voting results would be 98% to 2% in favor of  
3 adopting the proposed changes. AND he threatened to personally call those who would  
4 vote no to the changes the next day, and to never see them again at church. It is a blatant  
5 strongman tactics to unduly influence the voting process and results.”

6 d. “Finally, the reasoning provided by the church leadership for changing the  
7 bylaws was that the New Testament model of governance of the early churches should be  
8 followed. If this argument were valid and applied to all churches and states, then  
9 democracy as we know it in America would cease to operate!”

10 e. “The congregation has every right to know the motivation of the Elders  
11 Council that hastily put forward the proposed changes to the church constitution and  
12 bylaws; and to examine, discuss and pray about the details of the proposal in 90 days after  
13 they are fully presented in a quarterly congregational business meeting, as intended by the  
14 original constitution of RHCC.”

15 134. That same day, former Elder Mark Fredrickson forwarded this email to  
16 approximately 75-Congregants and opined that the author “has good a good (sic) thought  
17 process here. Maybe we need to think this through. Might be too late to appeal to our  
18 Elders.”

19 **Tabari and LaGue Come to Burgoyne for Help with Craig Knickerbocker’s**  
20 **Bullying and Strongarm Tactics**

21 135. In December 2021, Tabari and LaGue came to Burgoyne to express their concern  
22 regarding Craig Knickerbocker’s behavior, and explained that Craig was impossible to  
23 work with, because of his: (1) bullying tactics, (2) dictating to everyone what they should  
24 do and how it should be done, (3) leaving very little room for discussion on any issue  
25 before the board, particularly the remodel of the sanctuary, and (4) control over the  
26 financial books and business prohibited transparency and the change needed to create  
27 financial accountability. Bottom line, at the end of the day Craig was going to have his  
28 way and do whatever he wanted to do.

1 136. Burgoyne then asked Tabari and LaGue what they wanted done. Both responded  
2 that they wanted Craig off the Board / Counsel, but that they did not think that was a  
3 realistic possibility. They then agreed that the next best thing would be to remove him  
4 from the remodel and as CFO (*i.e.*, the area of finances). All the while, both made clear  
5 that they did not feel comfortable addressing these issues with Craig, as they feared him.

6 137. Burgoyne then offered up the suggestion that Craig take a leave of absence. Both  
7 Tabari and LaGue agreed that this was the best option given the circumstances.

### 8 **Tabari and LaGue Follow up On Their Concerns**

9 138. The following week, Tabari and LaGue returned to continue their discussions  
10 regarding Craig Knickerbocker, the staffing concerns he was creating, concerns regarding  
11 his truthfulness, bullying – and most importantly – the concerns regarding finances and  
12 the Business Office.

13 139. All recognized that no one could get close to the books or figure out what was  
14 going on without Craig’s approval, causing Burgoyne to ask, “how do we get to the bottom  
15 of this mess, fraud in banking and accounting is criminal?”

16 140. Both Tabari and LaGue reiterated that Craig would have to be removed from his  
17 role as CFO and the Board itself to make that happen.

### 18 **Burgoyne Speaks with Craig Knickerbocker About a Sabbatical**

19 141. Accordingly, on or around December 22, 2021, Burgoyne met with Craig  
20 Knickerbocker. After thanking him for all his hard work, and recognizing the extreme  
21 difficulties of the recent past, Burgoyne asked Craig if he realized that often times it was  
22 impossible to have a conversation with him, because he always has to be right and win all  
23 of the time. Burgoyne then raised the prospect of Craig taking a sabbatical.

24 142. Craig acknowledged that the past few years or so had been difficult and that there  
25 was much that Burgoyne was not privy to. Craig then stated his willingness to take a  
26 sabbatical, as long as it did not reflect negatively upon him. Burgoyne then thanked Craig,  
27 and stated that he would do everything in his power to help make sure that no one would  
28 think lesser of him.

1                   **Craig Knickerbocker Takes a Sabbatical and Steps Down as CFO**

2           143. On or around January 3, 2022, Craig Knickerbocker stepped down as the CFO of  
3 RHCC. In his place, Elder Lenders became the new CFO.

4           144. As to the remodel, Facility Manager Jack Murray, Lague, Tabari, and Burgoyne  
5 settled on a pathway forward that left LaGue and Murray facilitating the elements of the  
6 remodel with Tabari aiding in financial expenditures in replacement of Craig and Peter  
7 Knickerbocker.

8                   **LaGue Helms the Remodel, Negotiates with Vendors, Reviews Quotes, and Reports**  
9                                   **them to the Elder Counsel for Approval**

10           145. From January through (at least) August 2022, LaGue involves himself in all  
11 material aspects of the remodel. A busy Elder, he assists in negotiations with vendors,  
12 reviewing quotes and proposals, signing contracts, and reporting such to the Elder Council.  
13 (see **Exhibit 9**.)

14           146. As of March / April 2022, **LaGue served as lead on *all*** vendor and project  
15 management work for the remodel of the Sanctuary.

16                   **In February 2022, Tabari and Burgoyne Remain Locked Out of the Business**  
17                                   **Office, and Accordingly, All Finances and Personnel Issues**

18           147. Tabari and Burgoyne continue to work to gain access to RHCC’s books, but get  
19 nowhere, as Cubillos serves as a brick wall.

20                   **Tabari and Burgoyne Work on the Organization Chart to Add More Checks and**  
21                   **Balances to (*i.e.*, to Un-Silo) the Business Offices and Bring Back Transparency and**  
22                                   **Financial Control of the Church**

23           148. In mid-to-late January 2022, after Craig Knickerbocker’s departure, Tabari and  
24 Burgoyne attempt to reorganize the financial controls of RHCC. In mid-January, they  
25 discuss proposing to the Elder Counsel that “Business and operations no longer be  
26 separated in the RHCC organizational chart and that the Business Administrator report[]  
27 directly to the Executive Director [Tabari] for better accountability.”

28   ///

1 149. The two also discuss that, while the “Executive Director will supervise the  
2 Business Administrator, ultimate authority over the direction and strategy for the business  
3 and operations of RHCC will rest upon the Personnel Committee,” which “will also have  
4 authority in matters of hiring, as well as discipline and termination of, the Business  
5 Administrator ...”

6 150. Part of the problem was that the Business Head of the Church (Executive Director  
7 Tabari) and the Senior Pastor (Burgoyne) had *zero* oversight, or even access, to any of  
8 RHCC’s financial or personnel (*i.e.*, human resources) controls.

9 151. Removing the silo that gave Craig and Cubillos complete and unfettered control  
10 and inserting transparency was the goal.

11 152. Tabari and Burgoyne Work on the Organization Chart to add checks and balances  
12 to (*i.e.*, un-silo) the Business Offices and bring back transparency and financial control of  
13 the Church to the Board of Elders.

#### 14 **Burgoyne Raises Potential Financial Improprieties to Lenders**

15 153. On January 28, 2022, Cubillos distributed slides for the Treasurer’s Report to be  
16 given by Peter Knickerbocker. When Burgoyne expressed concern over the accuracy of  
17 their contents, Elder Lenders responded: “There is most definitely a disconnect on these  
18 numbers. I spoke with Peter K. And for sure the date on the Treasurer’s report is wrong.  
19 The date may possibly be 12/21. He is checking with Bob.” Burgoyne responded: “Thanks  
20 for checking. 👍 12/31 would still be wrong...the numbers are significantly off. The  
21 variant between expenditures and actual should be much higher. 😊”

22 154. Burgoyne, followed with a call to Lenders, informing him that the numbers from  
23 the Business Office *via* Cubillos were woefully wrong in terms of the financial reporting  
24 of account’s and expenditures – meaning that RHCC was going to knowingly report false  
25 numbers.

26 155. Burgoyne continues: “You don’t have to have an accounting degree to look at  
27 these numbers and know something is terribly wrong. The numbers don’t add up and they  
28 don’t match. How am I the only one catching this? You have to get involved. Who from

1 outside Bob [Cubillos], Peter [Knickerbocker], and Craig [Knickerbocker] have their eyes  
2 on the financial accounting and reporting of millions of dollars? We are about to give the  
3 congregation financial numbers that a child knows are wrong. The controls, accounting  
4 procedures and reporting are clearly untrue.”

5 156. Burgoyne then asks Lenders for his help in getting to the bottom of what is  
6 happening in the business office, explaining that while the Church was finally addressing  
7 the clear conflict of interest between father / son in terms of voting and reporting, the  
8 business director who was at the center of the controversy remained.

9 157. Burgoyne then shared his concern that this was the perfect set up for fraud,  
10 embezzlement, and collusion, calling it a, “ ‘trust me’ approach.” Burgoyne also explained  
11 that Lenders, being the new CFO, needed to take action. Burgoyne espoused that RHCC  
12 has historically had little or no savings account because as soon as money comes in, it goes  
13 out for “the Lord.” “We’ve sent big money overseas and not been able to verify the  
14 ministry we sent it to.” In this regard, Burgoyne explained that he had learned that there  
15 were accusations against the former Senior Pastor for misappropriation and misuse of  
16 Church funds for personal reasons. Burgoyne closed by stating that he had no assurances  
17 there wasn’t any fraud or crime occurring.

18 158. Lenders responded that “good men” have been involved in the financials of  
19 RHCC for “many years,” and while the reporting has inaccuracies, he was certain they  
20 were all “mistakes.” Lenders promised he would call Peter and Cubillos to “clarify” the  
21 reporting.”

22 159. While some updates were made to the slides, Burgoyne never heard back from  
23 Lenders on any of the above issues.

### 24 **With Burgoyne as Senior Pastor, RHCC Grows Back its Congregation**

25 160. At the February 2022 virtual Congregational Business Meeting, it was reported:

26 a. “Peter Knickerbocker, Church Treasurer, reported that RHCC is in a very  
27 strong position, having received almost \$500K more than anticipated at this time of year.  
28 That allows us to be doing more ministry, and bring more praise, honor, and glory to the

1 Lord's name.”

2 b. “As of January 28, 2022, the budgeted revenue was \$4,366,000 and the actual  
3 revenue was \$4,861,000 – a positive difference of \$495,000. The actual expenses of  
4 \$3,795,000 are \$331,000 less than the budgeted expenses of \$4,126,000. Peter emphasized  
5 again that this indicates puts (sic) us in a very strong position and he thanked the  
6 congregation for their obedience to give and for their generosity.”

7 c. “He reported that the attendance also reflects what the Lord is doing at RHCC  
8 right now. In 2020, the average Sunday morning attendance was 1,668. At the end of 2021,  
9 the average attendance was at 2,259. Praise the Lord for how the church is growing – not  
10 only in numbers, but more so in grace and knowledge of the Lord.”

11 d. On the February 2022 Treasurers and Attendance Report, Cubillos handwrote  
12 as follows: (1) “Wow! PTL! A 35.4% attendance increase over last year. An excellent  
13 accomplishment in your first brother Dan!” (2) “Excellent Year-End Giving ... !” Cubillos  
14 came to speak with Burgoyne about this report and informed Burgoyne that attendance  
15 during his tenure tracked higher than it had in 7 years with faster growth than over that  
16 past decade. Cubillos also congratulated Burgoyne on the \$976,996 net cashflow over the  
17 first 7-months of his tenure. (see **Exhibit 10.**)

### 18 **Burgoyne Learns of Tax Reporting Issues with the Band and Reports Them**

19 161. In early February 2022, numerous band members approach Burgoyne and inform  
20 him that they either did not receive IRS Form 1099s and that those who did contained  
21 amounts that were woefully underreported by thousands.

22 162. Burgoyne reported this to Tabari along with the fact that he himself did not have  
23 access to his own IRS Form W-2. Nothing was corrected and Burgoyne did not receive  
24 his Giving Statement or W-2.

### 25 **Burgoyne Raises Concerns of Theft and Embezzlement**

26 163. Also in early February 2022, a zoom meeting was held where Tabari, LaGue and  
27 Burgoyne met with 3 executive staff from a prominent mega-church. On the Zoom call  
28 was the church's CPA / accountant, Executive Director, and Teaching Pastor.



1 164. Burgoyne shared his belief that some kind of theft, embezzlement, and or fraud  
2 was taking place in the RHCC Business Office and that a lack of access to the books stood  
3 in the way of years of accountability.

4 165. Burgoyne explained that even after a best practices review, very few changes  
5 were made to the controls, accountability, and accounting, leaving the financials  
6 problematic.

7 166. Upon hearing this, the Executive Director thundered: “If these people are stealing  
8 God’s money you’ve got to get to the bottom of it! Now! That is unacceptable and should  
9 be your priority above all else!”

10 167. LaGue and Tabari sat silently and did not utter a word on the subject.

11 **Burgoyne and Tabari Meet Again with Outside Auditor Kingdom One**

12 168. In late February 2022, Burgoyne, LaGue, and Tabari again meet with Kingdom  
13 One to discuss the financial state of The Church and deep-seated concerns related thereto.  
14 This meeting was to prepare for an upcoming meeting with the President of Kingdom One  
15 for his presentation to the Elders.

16 169. As a part of the discussion, Burgoyne raised specific concerns regarding Cubillos  
17 as it related to embezzlement and/or financial fraud. Burgoyne also explained that Craig  
18 Knickerbocker, who had been placed on sabbatical, appeared to be the one protecting  
19 Cubillos. Burgoyne then asked Kingdom One how to catch a person that might be engaged  
20 in embezzlement and financial fraud and if Kingdom One had ever caught anyone  
21 stealing? Kingdom One said that they had, but only by installing cameras in the offices.  
22 But it was explained that this would not work for the present situation, and the only way  
23 to assess whether fraud or embezzlement was occurring at RHCC was through forensic  
24 audits by skilled CPAs.

25 170. Burgoyne then bulleted a list of ongoing concerns:

26 a. That the financial numbers, from Cubillos to the congregation on January 28,  
27 2021 Congregational Business Meeting were wrong.

28 ///

1           b. Tthe band, along with employees had inaccuracies in their payroll in the areas  
2 of exemptions, classifications, and IRS filings and reported them with no changes to the  
3 statements or system. Along with this, some did not receive 1099s or end of year  
4 statements at all.

5           c. That the system of accountability and compliance in terms of designated  
6 giving versus restricted giving had been removed and Burgoyne had no idea what the  
7 checks and balances were, never having met the “supposed” finance team.

8           d. That still, no one had been able to review the books but Cubillos and Craig  
9 Knickerbocker.

10          e. That he believed financial controls were utterly lacking. It was asked by  
11 Burgoyne, “other than Cubillos, who has access to bank accounts, stock accounts, and  
12 credit card accounts?”

13          171. Kingdom One articulated it did not know but would research the question of  
14 signatories on bank and stock accounts and President Steven Bush (of Kingdom One)  
15 would give a report immediately at the next elders meeting.

16                   **In March, The Elders Meet with Outside Auditor Kingdom One**

17          172. On or around March 6, 2022, the Elders met with Kingdom One.

18          173. The President of Kingdom One reported included the following:

19           a. He has “never before seen” a lack of accountability and visibility to banking,  
20 financial, accounting, past payroll, compliance, human resources, and general financial  
21 ledgers, like that of RHCC, stating, “while I cannot verify fraud, this system is ripe for  
22 fraudulent activity.”

23           b. He voiced his shock to discover that Bob Cubillos was one of two names  
24 listed on bank accounts, stock accounts and credit card accounts recently discovered in his  
25 research.

26           c. He stated his concern regarding RHCC’s practice of “spot audits,” as they  
27 were insufficient and not recognized as standard practice, thus allowing for collusion of  
28 those in authority, such as friends and family members.

1 d. He was concerned that no recent audits were done, and that this was: **(1)**  
2 “highly unusual”, **(2)** a violation of the church Constitution, **(3)** and contrary to best  
3 practices of any 501c3 church institution.

4 e. He stated that that payroll, banking and accounting procedures were overseen  
5 primarily by one man, with his subordinate, on bank signatures and the resistance that was  
6 received by Kingdom One when it requested files (many times not receiving them at all)  
7 was indication of far greater concerns: including possible: **(1)** theft, **(2)** fraudulent activity,  
8 and **(3)** all sorts of compliance issues.

9 f. He verbalized the Best Practices Audit had been accomplished a year earlier  
10 but it appeared little change or progress had been initiated from those reports. He made  
11 clear the church was in danger and urgent action was necessary to curb the risk.

12 **174. Burgoyne then iterated his own concerns:**

13 a. That the IRS requires non-profits to have a written conflict of interest policy,  
14 as does the state, and RHCC either didn't have one or was violating said policy.

15 b. That audits were required by Article VII of the Constitution for “each of its  
16 organizations,” yet RHCC had not conducted audits for several years. Burgoyne  
17 questioned why not and expressed his concern of being the face of an organization that  
18 was neither complying with its Constitution, nor holding regular audits to ensure  
19 accountability and that sound accounting practices were being followed. Burgoyne also  
20 questioned the “spot audits” that were being performed by the Knickerbockers and noted  
21 that they quite clearly did not meet the requirements of the Constitution.

22 c. That – based on their actions – it appeared that Cubillos and possibly Craig  
23 Knickerbocker were involved in some kind of fraud and/or embezzlement. At the very  
24 least, the appearance was that the Congregation was in a precarious situation of serious  
25 financial and compliance risk which was being tolerated by the Board of Elders. Burgoyne  
26 questioned who on the Board understood these controls (or lack of them), how RHCC got  
27 to this point, and how long it had been going on.

28 ///

1           d. That with Cubillos at the helm of human resources, rampant liabilities and  
2 compliance issues were also more than likely in terms of payroll, labor law, and other state  
3 / federal obligations.

4           e. Burgoyne also challenged the Board of Elders as to why the dialogue  
5 regarding these financial / legal concerns was not transparent and discussed only in  
6 “executive session,” which caused these concerns to be withheld from the Congregation.  
7 He explained that the Constitution contemplated that those fiscal dangers and  
8 improprieties be shared with the Congregation and that it was critical that the Church be  
9 informed and be involved in what is going on.

10           f. Burgoyne also reminded the Elders that two years ago – after the Board had  
11 been advised that its financial controls and reporting structure were in dire need of radical  
12 change – the Board had voted to purchase accounting software to bring the Church up to  
13 date with “best practices,” but that to date, the software had not been implemented. As a  
14 complex operation with close to 100 employees, it had long been unsatisfactory that  
15 RHCC used outdated software, and in some cases, performed calculations by hand.

16           **175. According to the Board Minutes themselves:** “With the discussion centering  
17 on providing fiscal protection for the church and better accountability and visibility in our  
18 business practices, the following motions were made:”

19           a. “Based on the recommendations of Kingdom One\*, Elder Bill Reichert  
20 moved to add Rod Lenders – CFO, Clyde LaGue – Church Chairman, and Sam Tabari –  
21 Executive Director as administrators on all bank and financial accounts and as authorized  
22 signatories on these accounts. The motion was seconded and passed by acclamation.”

23           b. “Based on the recommendations of Kingdom One, Elder Hoon Dokko moved  
24 to add Misty Williams, Clyde LaGue, and Sam Tabari as administrators on all church  
25 credit card accounts. The motion was seconded and passed unanimously.”

26           c. “Based on the recommendations of Kingdom One, and to ensure good  
27 financial stewardship practices in our church, Chairman Clyde LaGue moved that the EC  
28 approve funds up to \$75K to perform a full audit of HR, Payroll, and Finance beginning

1 with FY 2021/2022 reports and including up to two prior Fiscal Years. The motion was  
2 seconded and passed unanimously.”

3 d. “Elder David Wallin moved that the EC form a committee to recommend  
4 next steps regarding Business Office practices and personnel and to appoint Rod Lenders,  
5 Clyde LaGue, and Sam Tabari to that committee. The motion was seconded and passed  
6 by acclamation.”

7 e. “Also --- “The Corporate Resolution was updated for the remainder of FY  
8 2021/2022 with the current corporate officers.”

9 f. “Chairman Clyde read the document to the EC with the current names (Clyde  
10 LaGue, Steve Bunyard, Rod Lenders, and Peter Knickerbocker). He moved that the  
11 updated Corporate Resolution be adopted. The motion was seconded and passed by  
12 acclamation. Chairman LaGue and Council Secretary Jane Wallin signed the Resolution.”

13 g. “\* Kingdom One was employed by the church to provide ideas for and help  
14 in simplifying, unifying, and modernizing RHCC business practices.”

15 176. Tabari reiterated that the data had to be migrated to the new system, and that this  
16 would occur by the time the books were closed for the year in May.

17 **Astonishment is Expressed After the Meeting**

18 177. After the Kingdom One meeting, Burgoyne texts Tabari: “Wow Sam.”

19 178. Tabari responds: “Crazy right? Apparently one of the credit cards has 600k  
20 reward points and you have one person on the account and can request cash back on that  
21 and no one would know.”

22 179. Burgoyne responds: “Even when we were planting with nothing, we had checks  
23 and balances on accounts and cards. I feel sad that Godly men have no lovingly protected  
24 Bob and RHCC from this type of appearance. I am so glad and thankful you are following  
25 up on this?”

26 180. Tabari responds: “I feel the same way my friend, but I’m glad to know we’re  
27 moving in the right direction to get all this cleaned up.”

28 ///

1 **In April, The Remodel Project Continues; Burgoyne Assists in Cost Savings**

2 181. In early April 2022, LaGue cancelled the sanctuary seating order placed by Craig  
3 Knickerbocker when Burgoyne was able to source another seating vendor at a \$200,000  
4 savings.

5 **At the Completion of Burgoyne’s First Year at RHCC – His Work is Affirmed with**  
6 **a Unanimous Vote of the Elders**

7 182. On April 10, 2022, at a meeting of the Elder Council, Burgoyne is recognized for  
8 his work and his one-year anniversary at RHCC.

9 183. As the minutes reflect:

10 a. “Chairman Clyde reminded the EC that Pastor Dan has almost completed his  
11 first year at RHCC. Our Lord has blessed us with a Senior Pastor who was tasked with  
12 setting a vision for RHCC – a vision that has blessed us with many changes from where  
13 we were a year ago. In that time, our church has changed to a more biblically aligned  
14 model -- changing from a congregation-led church to an Elder-led church and changing  
15 our New Membership process. God has blessed us for our obedience to Scripture with  
16 significant increases in attendance and in giving.”

17 b. “Therefore, *Chairman Clyde moved that the Elder Council affirm Pastor*  
18 *Dan’s role in casting the vision and direction of the church when it comes to the*  
19 *ministries and staff at RHCC. The motion was seconded and passed with unanimous*  
20 *affirmation.*”

21 **In April 2022, Another Meeting with Kingdom One is Held, This Time, Tabari,**  
22 **LaGue, Lenders, and Burgoyne Learn that 70-Boxes from the Business Office had**  
23 **Been Shredded**

24 184. Burgoyne had been sharing with Tabari, LaGue, and Lenders that every day that  
25 went by, the opportunity to secure the data necessary to determine whether fraud and/or  
26 embezzlement had taken place might be lost.

27 185. On or around April 14, 2022, Tabari, LaGue, Lenders, and Burgoyne met with  
28 Kingdom One.

1 186. The conversation centered on the concerns related to the secretive nature of the  
2 business office, the information needed to determine what was going on (*i.e.*, negligence,  
3 recklessness, embezzlement, fraud, theft), and the fact that this information had been  
4 unavailable, and the Congregation was not told. The key cast of players were discussed,  
5 (*i.e.*, Cubillos and Peter and Craig Knickerbocker), along with the fact that thus far, Craig  
6 had thwarted most efforts to effectuate the changes recommended in Kingdom One’s Best  
7 Practices Audit.

8 187. Burgoyne expressed his grave concern regarding the current system, the lack of  
9 financial controls, and his being the face of an organization with little or no fiscal  
10 transparency that may be breaking the law.

11 188. Burgoyne – asking everyone the rhetorical question of how things had gotten this  
12 bad – again questioned why audits were still not being employed and conveyed that if  
13 Cubillos had known that the Board was discussing concern over the propriety of his past  
14 actions, it was possible that Cubillos was covering up his actions long-term.

15 189. At this meeting, it is reported that the Business Office, led by Cubillos, had  
16 recently *shredded 70-Boxes* of documentation.

17 190. During the meeting, Burgoyne *texted* Executive Director Tabari: (1) “I can hear  
18 ... I can’t speak.” (2) “Embezzlement?? What if?? ...”

19 191. During the meeting, Burgoyne *texted* newly appointed CFO Lenders: (1) “Have  
20 Sam look at his watch! I texted a question ... I can’t speak!” (2) “We also have no idea  
21 what was in those boxes. Zero confirmation.”

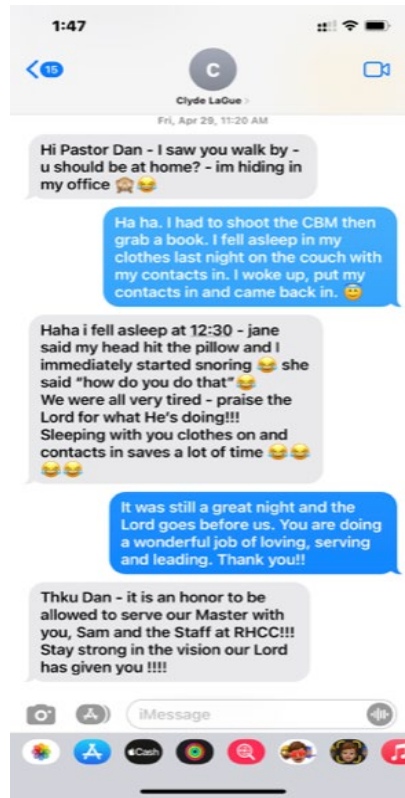
22 **The Elder Council Votes to Remove the Business Administrator (Cubillos) and his**  
23 **Assistant from Their Roles**

24 192. On or around April 28, 2022, the Elder Council discusses the financial  
25 mismanagement of RHCC, the poor organizational structure related thereto, and the risks  
26 of fraud, embezzlement, and/or financial waste.

27 193. It is agreed that Cubillos (The Business Administrator) and his Assistant be  
28 removed from their positions.

1 **Chairman LaGue Affirms his Honor to Serve Beside Burgoyne and the Team**

2 194. On April 29, 2022, LaGue writes:



16 **LaGue Continues to Helm the Remodel, But Realizes He is in *Over His Head***

17 195. By late April, LaGue received and reviewed the Final Phase One Agreement from  
18 technology supplier Diversified, and in early March, LaGue signed said agreement for  
19 approximately \$2,500,000.

20 196. By early May, LaGue and Tabari (both unlicensed contractors) – after the  
21 December 2021 departure of Craig Knickerbocker (believed to be a licensed contractor) –  
22 realized that they needed a full-time general contractor to oversee the remodel. Vendors  
23 needed guidance, permits needed to be pulled, and someone with expertise was needed to  
24 orchestrate this very technical endeavor.

25 197. At this point Tim Corder of Diversified connected RHCC with a company called  
26 Visioneering Studios, an experienced team of architects, designers, and builders.

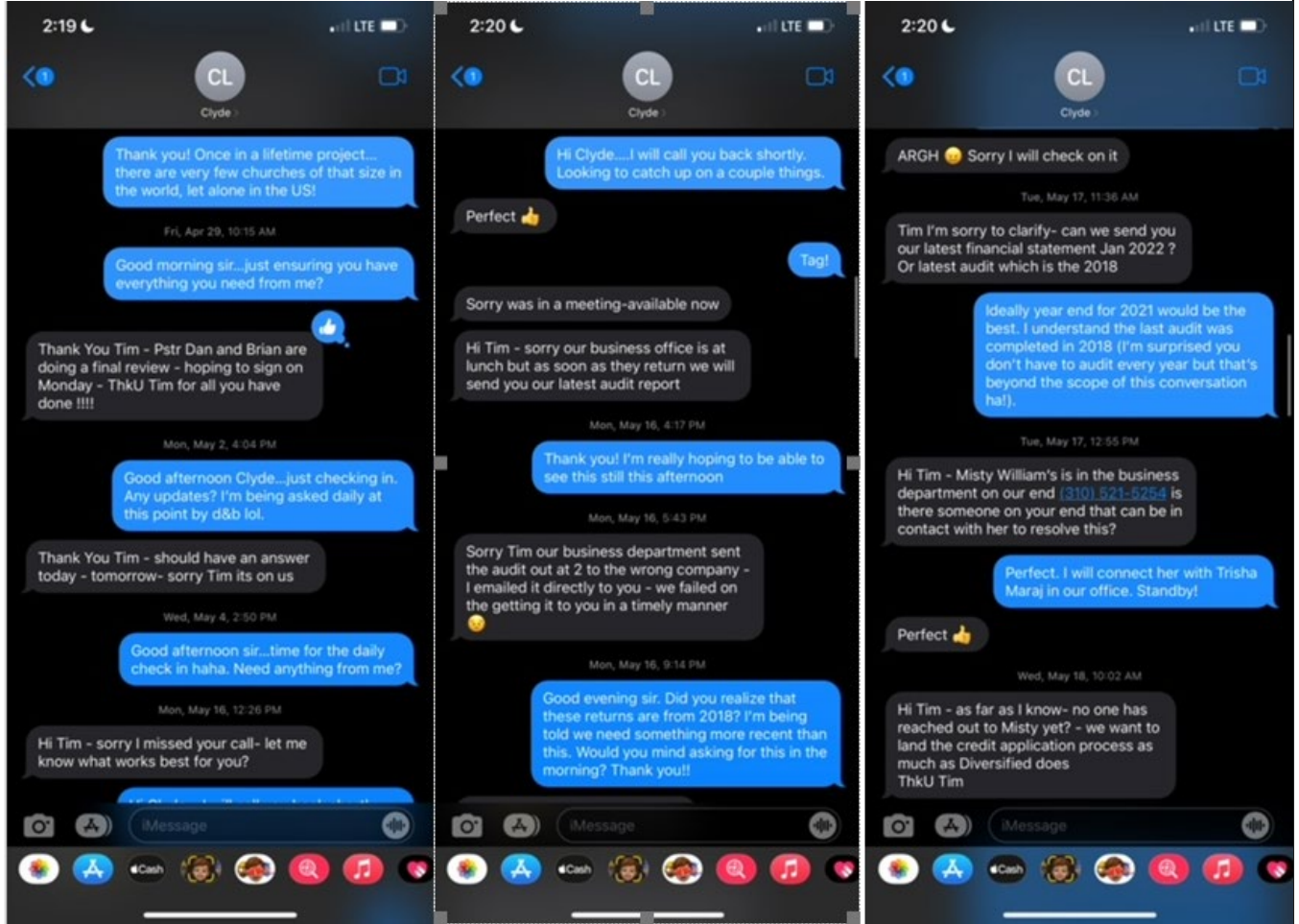
27 ///

28 ///



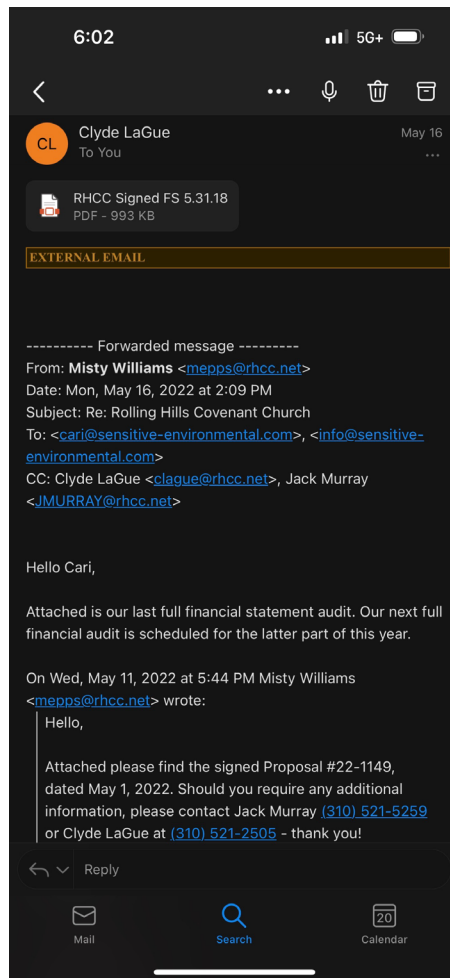
1 **From April through May, LaGue Works on the Technology Contract with**  
2 **Diversified, But Diversified Balks When it Requests Audits and Learns No Audits**  
3 **Have Been Performed Since 2018**

4 198. In April and May of 2022, the following text exchange takes place between Tim  
5 Corder of Diversified and LaGue:



22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1  
2 199. This is confirmed when Williams of the Business Office sends the most recent  
3 RHCC audit (dated May 31, 2018 for fiscal year 2017/2018) to Diversified:



19 200. Fast forwarding ahead to September 18, 2022 (discussed below in more detail),  
20 LaGue omits the truth, when he misleads the Congregation into thinking there have been  
21 recent audits:

22 a. "I as a church chairman made a motion to have a full financial audit  
23 performed by the el- -- and the -- performed. The elders voted and approved the motion in  
24 March of 2022, just as we have done in years past. This fact is recorded in the March 2022  
25 Elder Council Meeting Minutes."

26 ///

27 ///

1 **At the May 2022 Business Meeting, Burgoyne Receives Further Glowing Praise**

2 201. LaGue opened the meeting praising God for the incredible growth in all areas of  
3 the church.

4 202. Treasurer Peter Knickerbocker: “reported that our attendance shows we are  
5 growing fast – and that is exciting! At the end of 2021, we averaged 2,259 attendees for  
6 the weekend services. Since January 1, that number has continued to grow every week!  
7 Close to 5500 attended our Easter services. That is a huge, exciting number! Our regular  
8 weekend attendance has just risen to 3,000; we are clearly on an upward trajectory.”

9 203. Further milestones were celebrated: (1) 200 Baptisms, (2) 348 days of content  
10 watched, (3) a new mission supporting Ukraine, and (4) 19,149 App Launches.

11 **In Mid-May, Burgoyne Receives a Rave Review on a First Year Well Done**

12 204. On or around Sunday, May 15, 2022, Burgoyne is recognized on stage by Elder  
13 Curtis (on behalf of the Council) and his wife for his outstanding service to RHCC and its  
14 Congregation. A standing ovation ensued.



25 ///  
26 ///  
27 ///  
28 ///

1 **In May, Cubillos and His Team are Removed Under a Pretextual “Reorganization”**  
2 **That Council Members are Admonished Not to Speak About**

3 205. In late May 2022, LaGue writes the following (in part) to the Elder Council:

4 a. “We wanted to give you an update on the staffing changes that we voted on  
5 a few months ago.”

6 b. “Today was the day to meet with Bob, Naomi and Marcia. The meeting with  
7 Bob was hard being that he has been here for so long and contributed so much to the  
8 church. His (sic) received the news went well considering the circumstances. At this time  
9 he seems to be leaning towards the option of staying on for an additional year in an  
10 advisory role.”

11 c. “All in all it went very well considering the weightiness of the changes and  
12 relationships.”

13 d. “Just a reminder on communication. If you are approached or asked about  
14 these transitions, please communicate that this reorganization was a decision made by 12  
15 unanimous elders after much discussion and prayer. Please remember that the terms of the  
16 severance are confidential, so please do not share any details. If anyone presses you for  
17 details, I encourage you to affirm the following ‘That the elder board has gone above and  
18 beyond what is required to honor and care for those affected by the reorganization.’ ”

19 **In June, LaGue Realizes that the Remodel is Grossly Overbudget**

20 206. By June, LaGue learned that there was no way that the project could be completed  
21 within the \$4,000,000 budget.

22 207. Also, in June – in dire need of expertise and remodel leadership – RHCC signed  
23 a contract with Visioneering Studios for around \$1,000,000 to oversee the project at the  
24 direction of LaGue and Tabari.

25 208. In June, the RHCC team meets with Visionary Studios, Diversified, and Laney  
26 Architects to go over the renderings produced by Laney, and the plan, to discuss and  
27 determine feasibility and cost. Thus far, no real plan (generally and in terms of actual  
28 architectural and technical drawings) had been set into place and the project was based on

1 renderings by Laney Architects.

2 **A Concerned / Forlorn Tabari Comes to Burgoyne’s Office Unannounced, and**  
3 **Confides that He Doesn’t Think the Money for the Remodel is in the Accounts**

4 209. In early June 2022, an ashen faced Tabari came to Burgoyne’s office  
5 unannounced, and expressed his deep concern. Tabari solemnly shared that: (1) the books  
6 were a mess, (2) that the coding had been done improperly, and (3) that getting a real-time  
7 readout of where RHCC was fiscally, was essentially impossible.

8 210. Tabari further shared that – because of this utter and complete mess – the forensic  
9 audits sought by Burgoyne were an impossibility. Tabari promised that he was going to  
10 make cleaning up this disaster his number one priority and that he and LaGue were going  
11 to push the necessary people to go through the books and organize things so that the audit  
12 could be properly conducted.

13 **LaGue Brings the Issue of the Remodel Budget Shortfall Before the Elder Council**

14 211. In early June, at an Elder Council Meeting, LaGue explained that there was no  
15 way the remodel could be completed within the \$4,000,000 budget.

16 212. Thus, a vote was taken to raise the budget to \$5,500,000, but this required the  
17 raising of funds. The Council then looked to Burgoyne and asked him if he would take the  
18 laboring oar in raising the additional \$1,500,000.

19 213. But this task came with restrictions, Burgoyne was instructed that: (1) the money  
20 needed to be raised as soon as possible, (2) the effort could not be made public, in that  
21 Burgoyne could not ask for money from the Congregation at large or otherwise publicize  
22 the effort, and (3) that the Elder Council would take no responsibility for these fundraising  
23 efforts, laying the onus solely on Burgoyne.

24 214. Burgoyne responded that he would take on the challenge, but that he could make  
25 no promises. Still being new at RHCC, Burgoyne asked for assistance in fundraising ideas  
26 and the names of Congregants with whom he should speak.

27 215. With that, the motion passed unanimously, and the budget was increased.

28 ///

1                   **Feeling Insecure, the Elder Council Makes an Odd Resolution**

2                                   **Affirming Themselves in the Face of**

3                   **What Was Perceived as a Challenge by the Congregation to Their Sovereignty**

4           216. Feeling challenged by what they perceived as the past and present opposition to  
5 their rule of order (*i.e.*, perceived slandering, questioning, and criticism from the  
6 Congregation and certain Council members), LaGue suggested that *the congregation be*  
7 *reminded that they were under his and the Council’s “authority,” and all the*  
8 *complaining needed to stop.* LaGue further opined that the congregation needed to trust  
9 in leadership and thus placed the following statement regarding the *qualifications of*  
10 *Elders and obedience to them* in the Council minutes:

11                   a. **Elder Position:** Titus 1:7-9 states that ‘Since an overseer manages God’s  
12 household, he must be blameless—not overbearing, not quick-tempered, not given to  
13 drunkenness, not violent, not pursuing dishonest gain. Rather, he must be hospitable, one  
14 who loves what is good, and who is self-controlled, upright, holy and disciplined. He must  
15 hold firmly to the trustworthy message as it has been taught, so that he can encourage  
16 others by sound doctrine and refute those who oppose it.’ This is what the elders and  
17 pastors are to be doing each day. There are, however, many hours being spent on vain,  
18 repetitive talk. Congregants need to be respectful of their time and ‘be subject to rulers  
19 and authorities, to be obedient, to be ready to do whatever is good, to slander no one, to  
20 be peaceable and considerate, and always to be gentle toward everyone,’ so they can be  
21 about the work that God has called them to. (Titus 3:1-2)”

22                   **In June 2022, LaGue, Tabari, and Lenders Add Their Names as the Official**

23                                   **Officers of the Church to Be Recognized by the State of California**

24           217. In early June 2022, LaGue, Tabari, and Lenders added themselves as Officers of  
25 the Church on official documentation filed with the State of California.

26           218. In doing so, they assumed responsibility for assuring the State and Federal  
27 Government that the organization was complying with all legal and ethical standards, all  
28 laws and regulations and for ensuring that the organization is operating ethically with

1 integrity.

2 219. In short, LaGue, Tabari and Lenders became responsible for direction and control  
3 of the organization.

4 **Now That the Fiscal Year was At a Close, Burgoyne Again Addressed the Long-**  
5 **Promised Audits**

6 220. With the fiscal year at a close, Burgoyne again presented to Tabari and LaGue  
7 his request for a fiscal audit for years 2018/2019, 2019/2020, 2020/2021, and 2021/2022.

8 221. Burgoyne asked Tabari to prioritize the business office, record keeping, and  
9 accounting, as well to keep his eyes on what needed to be done given Cubillo's recent  
10 removal and Craig Knickerbocker's sabbatical.

11 222. Burgoyne also informed Tabari that he expected weekly reports as to what was  
12 going on now that the books were finally seeing the light of day.

13 223. Burgoyne also reminded Tabari and LaGue that: (1) an outside CPA needed to  
14 be selected, (2) the long in the tooth process of "integrating" software and financials  
15 needed to be completed as soon as possible, (3) Kingdom One was to remain involved for  
16 legal and compliance, (4) all concerns of fraud, embezzlement, and theft were to be  
17 investigated by independent outside accounting firms and legal counsel, (5) the files in  
18 offsite storage needed to be identified and cataloged, (6) Craig and Peter Knickerbocker  
19 could not be involved in any such investigation or audit, and (7) proceedings before the  
20 Board of Elders regarding audits and financial concerns, the reason for Cubillo's removal,  
21 the destruction of documents, and the dire need for investigations could no longer be  
22 private and the Congregation had to be informed.

23 **In Early July 2022, a Deeply Troubled Tabari Came to Burgoyne to Inform Him of**  
24 **What Tabari Believed to Be the Dire State of Church Finances**

25 224. In early July 2022, Tabari came to Burgoyne and told him that he had spent time  
26 with Williams of the Business Office looking over banking and accounting records and  
27 *wasn't "sure if all the money [was] there."*

28 ///

1 225. A startled Burgoyne retorted, “what? What does ‘all’ and ‘there’ mean?” Tabari  
2 explained that he was *concerned that all the money stated in the financials was actually*  
3 *in the accounts*. He wasn’t sure that the \$4,000,000 set aside for the remodel or the full  
4 \$1,000,000 earmarked for the remodel of Burgoyne’s home existed in RHCC’s accounts.

5 226. An anxious Tabari further explained that he did not believe the reporting of  
6 operations and “in/out” accounts accurately portrayed the state of the Church’s finances.  
7 *It appeared that money may be missing and the financial reports that had been given*  
8 *were not accurate.*

9 227. Tabari also shared that *the accounting and bookkeeping was so bad that he*  
10 *didn’t believe audits could be performed*. He explained that the paper documents were  
11 still being migrated to software and Williams’ (Cubillo’s replacement) was incredibly  
12 slow, making it almost impossible to move things forward.

13 228. Burgoyne responded that this was not acceptable, as the Board of Elders had  
14 explicitly promised radical change and forensic audits to be done immediately upon the  
15 close of the fiscal year. Burgoyne also responded that the continued inability or  
16 unwillingness to address the financial concerns when the possibility of fraud was present  
17 was unacceptable. Burgoyne then asked the following questions and Tabari responded as  
18 follows:

19 a. **Burgoyne:** Who knows what is happening? **Tabari:** LaGue.

20 b. **Burgoyne:** How is this going to be immediately resolved? **Tabari:** Give me  
21 more time.

22 c. **Burgoyne:** When will the Board and Congregation be told? **Tabari:** We will  
23 try and migrate the information as quickly as possible and dive deeper into the records to  
24 understand the extent of the trouble. Once this is understood, we will present to the Board  
25 and Congregation.

26 ///

27 ///

28 ///



1 **From This Moment On, All Regularly Scheduled Board Meetings Were Canceled**

2 229. Subsequent to this revelation, the planned Board of Elder meetings scheduled for  
3 July 17<sup>th</sup>, July 31<sup>st</sup>, August 14<sup>th</sup>, and August 28<sup>th</sup> were canceled.

4 230. While a special meeting was held *via* zoom on July 21, 2022, the sole topic  
5 discussed was the potential purchase of the Marymount property with the real estate  
6 representative. While the Board convened on August 12, 2022, the only purpose was to  
7 hold a “secret vote” regarding the raising of new funds for the remodel.

8 231. This lack of regularly scheduled meetings *stifled any open discussion or*  
9 *communication amongst the Board regarding (1) audits, (2) Tabari’s findings now that*  
10 *the books were open, and (3) any financial concerns (e.g., fraud, embezzlement, theft)*  
11 *related thereto.*

12 232. This effort to stifle discourse rings eerily similar to the decision not to bring back  
13 in person Quarterly Congregational Business Meetings, despite the fact that in-person  
14 worship had returned.

15 **In July 2022, Tabari Informs Burgoyne of Peter Knickerbocker’s**  
16 **Sudden Resignation as Treasurer**

17 233. In mid-July 2022, Tabari came to Burgoyne’s office distressed and informed  
18 Burgoyne that Peter Knickerbocker had stepped down as Treasurer. Tabari shared that  
19 Peter had explained that he “didn’t want anything further to do with the role of the  
20 Treasurer or the operation of the Church moving forward.”

21 234. Burgoyne then asked why in the world Peter had resigned and why  
22 Knickerbocker hadn’t come to talk to Burgoyne. Tabari responded that he did not know.

23 235. Burgoyne then asked: (1) who was going to take on the role, because the  
24 Constitution required that The Church have a Treasurer, (2) how the Elder Council and  
25 the Congregants were going to get regular reports on Church finances, and (3) when the  
26 Congregation would be informed.

27 236. As of September 2022, the role of Treasurer had not been filled.

28 ///

1                   **In Early August 2022, Knickerbocker Invites Burgoyne and His Wife to a**  
2   **Beach BBQ**

3           237. In early August, Burgoyne and his wife attended a Barbeque with several couples,  
4 including the Knickerbockers.

5           238. When the conversation turned to RHCC and the progress of the Sanctuary  
6 remodel, Burgoyne shared that the technology specialists, vendors, and contractors were  
7 recommending important updates to bring the Sanctuary up to Code and to outfit it with  
8 technology that would last. Burgoyne also shared that he had learned that the Sanctuary  
9 had not been updated for decades, that a significant amount of work was needed in many  
10 areas. Due to this, along with Covid-19 and the tightening labor market, costs had  
11 escalated significantly.

12           239. With that, Burgoyne shared that he had been informed that – despite recently  
13 approving an additional \$1,500,000 budget increase – further funding would soon need to  
14 be raised and that the Elder Counsel would meet soon to discuss the subject.

15           240. Upon hearing this, Craig Knickerbocker advised against the raising of new funds,  
16 and recommended instead taking out \$3,000,000 in debt *via* a bank to reach the \$7,000,000  
17 amount needed to complete the renovation.

18           241. Craig further explained that the last time money had been raised for a RHCC  
19 building project, all kinds of accusations had been hurled, (many at him personally), and  
20 shared that the related stress and turbulence were a lot to handle.

21           242. Craig advised that the Community Center owned by RHCC – the same one Craig  
22 had tried to sell at a discount the previous year – was debt free, and that a \$3,000,000 note  
23 on the building could be serviced by the rent paid by tenant Calvary Church.

24           243. Burgoyne expressed his surprise, as this had never been a part of previous RHCC  
25 funding blueprints that he was aware of. When Craig repeated his adamancy, Burgoyne  
26 asked Knickerbocker if he would like to speak to the Elders on the subject, as the decision  
27 would soon be made.

28 ///

1                   **Pastor Halverson and His Wife are Accused of Financial Mismanagement**

2           244. On or around August 10, 2022, Tabari, LaGue, Burgoyne and several others met  
3 with David and Jeannie Halverson to discuss the future of a production called “Pageant of  
4 Our Lord.”

5           245. The purpose of the meeting was to have the Halverson’s explain the alleged  
6 overspending of the 2022 Pageant budget by \$80,000, after the Halverson’s had committed  
7 to the Board of Elders that they would stay within the previously agreed upon budget.

8           246. Based on the findings of overspending by Tabari – who had articulated that he  
9 had checked with the business office and alleged that the “lack of oversight by David and  
10 Jeannie was egregious” – Burgoyne questioned the Halverson’s about the overspending.

11           247. Jeannie, however, protested, explaining that she had kept “meticulous” records  
12 and “it was impossible” for the Pageant to have overspent like that. Jeannie also shared  
13 that she had thrown in the design and copying for free. Wanting to give the Halverson’s  
14 the benefit of the doubt, Burgoyne said he would look further into the issue.

15           248. Following the meeting, Burgoyne met with Tabari and LaGue to ask how the  
16 alleged overspend was determined. Burgoyne stated that he himself wanted to go speak to  
17 the Business Office to gain a better understanding, but Tabari told him no, he would speak  
18 with the Business Office and get back to Burgoyne.

19                   **Shortly Thereafter, The Halverson’s Received an Apology, as The Perceived**  
20                   **Overspending Was Nothing More Than Incompetence by the Business Office**

21           249. Approximately a week later, Tabari reported to LaGue and Burgoyne that the  
22 Business Office had “screwed up” and “miscoded” receivables and expenditures of  
23 various other departments, applying them to Pageant. Tabari went on to explain the  
24 recordkeeping was “in shambles,” and it was near impossible to know what had been spent  
25 where.

26           250. Burgoyne responded: “After all this, are you telling me that the representations  
27 to the Board and the accusations against the Halverson’s were false and they didn’t do it?  
28 I need to apologize on behalf of us all to the Halverson’s, because *you* specifically asked

1 me to admonish them that they failed to fiscally obey the board!”

2 251. Tabari defended himself by explaining that the books had “years of duplicitous  
3 recordkeeping” and the accounting procedures, files, and reporting were “impossible to  
4 untangle.” Tabari again reported that the Business Office replacement was slow and didn’t  
5 know how to do Cubillo’s job. With the years of financial errors and the epic  
6 disorganization, Tabari stated he didn’t even know where to begin to untangle the mess.

7 252. Burgoyne then reminded Tabari and LaGue that the *promises of forensic audits*  
8 *had not been kept*. Despite the fact that the books had been closed since May, it was now  
9 August and there was no word of any forward movement. Burgoyne also asked *why the*  
10 *CPA that had been promised had not been brought in to search for possible*  
11 *embezzlement and theft*. Now that Cubillos and Knickerbocker were gone there should be  
12 nothing standing in their way, *but still, there appeared to be new roadblocks erected at*  
13 *every turn*.

14 253. Burgoyne also reminded Tabari and LaGue that *he himself had not been shown*  
15 *the books as requested, despite the fact that he was the outward face of the organization,*  
16 *and as people kept giving money to the Church, Burgoyne believed more and more by*  
17 *the day that crimes had been taking place for years*.

18 254. A bit blue in the face, and with foreboding, Burgoyne then asked: “How are we  
19 going to get to the bottom of this immediately.” Tabari and LaGue just stared at Burgoyne  
20 and said nothing.

21 255. **Tabari, LaGue, and Burgoyne then met with the Halverson’s to apologize.**  
22 **Burgoyne explained that Jeannie was correct, and the Business Office was wrong.**

23 **In August 2022, LaGue Brings Another Motion to the Elder Council Asking for**  
24 **More Money to Complete the Remodel**

25 256. LaGue and Tabari came to Burgoyne’s office unannounced and explained that an  
26 executive session would be held to discuss the remodel budget. Burgoyne took this to  
27 mean that neither the vote, nor the subject matter would be recorded, because in practice,  
28 no minutes were kept during executive session.

1 257. LaGue and Tabari then took it a step further, and informed Burgoyne that he was  
2 not allowed to attend the upcoming Elder Council meeting (despite Burgoyne being an  
3 Elder himself) whereat the Council was to discuss Church finances related to the Sanctuary  
4 remodel.

5 258. Burgoyne responded that he had never heard anything like that in his entire life.  
6 He further stated that it made no sense to have the Senior Paster – who was responsible  
7 for the communication and leadership of the Congregation and helping to shape its  
8 direction – to be removed from discussions that impact the Congregation in a profound  
9 way.

10 259. At that point, the discussion became heated and red faced. LaGue admonished  
11 Burgoyne that he would protect the Congregation at all costs, even from its Senior Pastor,  
12 and wanted the Council to be able to speak freely, which they allegedly would not be able  
13 to do with the Senior Pastor present.

14 260. Burgoyne then challenged LaGue, and asked who of the Board did he believe  
15 would not be able to speak freely? Burgoyne reminded LaGue that they were talking about  
16 the wellbeing and direction of RHCC.

17 261. At that point, LaGue got up and walked out.

18 262. While Tabari stayed for a few minutes, he mostly stared down at the ground and  
19 avoided eye contact with Burgoyne. Burgoyne then asked Tabari why he and LaGue  
20 wanted a secret meeting, and how it made any sense to exclude the Senior Pastor (himself  
21 an Elder) from a meeting regarding the remodel of the very sanctuary within which he  
22 would preach to the Congregation. No coherent response was provided.

23 **The Elder Counsel Meets to Discuss the Underfunded Remodel and “Secretly”**

24 **Votes to Approve LaGue’s Motion to Increase the Budget to \$7,000,000**

25 263. On or around August 12, 2022, the Elder Counsel met to discuss (amongst other  
26 issues) the underfunding issues related to the Sanctuary remodel.

27 ///

28 ///

1 264. Craig Knickerbocker appeared *via* zoom and presented his thoughts regarding the  
2 increased budget. However – in a 180 – Craig instead expressed his discouragement from  
3 incurring any debt. Now presenting himself as a savior, Craig then went on to infer that,  
4 not only was the debt financing idea Burgoyne’s fault, but that Burgoyne was at fault for  
5 the entire underfunding debacle. Throughout, Craig inserted Scripture verse, such as, “the  
6 borrower being the servant to the lender.”

7 265. When Craig signed off, LaGue – likely incensed at Burgoyne’s presence –  
8 proceeded to advise the Council that (contrary to normal practice) the vote for additional  
9 funding would be taken anonymously and secretively, and that all votes should be emailed  
10 directly to him, and only him.

11 266. The specific motion before the Council was to increase the remodel budget from  
12 \$5,500,000 to \$7,000,000 and for the funds to be raised by Burgoyne by the end of the  
13 month. The motion passed. Burgoyne abstained.

14 267. In truth, however – because he was never supplied with viable donors or any type  
15 of fundraising plan – Burgoyne was left with no real chance of success, begging the  
16 question, was he instead set up to fail?

17 **LaGue Emails the Elders Asking Everyone to Pray for Burgoyne’s**  
18 **Fundraising Efforts**

19 268. On August 13, 2022, LaGue emailed the Council, asking everyone to pray for  
20 Burgoyne’s fundraising efforts:

21 a. “Again Thank You for your prayerful consideration on this topic”

22 b. “May I suggest that we all humbly pray and praise our Lord for what He has  
23 done, what He will do and that He provides as He sees fit and that He overflows our  
24 expectations. May we lift up our Brother and pray constantly over the next couple weeks  
25 that the Lord provides a doner(s) quickly and that Pastor Dan does not have to toil in vain  
26 and at great expense. May we all be ready and willing to step beside our Brother and  
27 provide whatever support that He needs in prayer, love and physical support for this task  
28 in this season as the next couple weeks will be a burden on His already busy schedule. I’m

1 excited to see what the Lord does in the coming days.”

2 **Burgoyne Meets with His Assistant and the Communications Director to Come Up**  
3 **with a Fundraising Game Plan**

4 269. On or around August 14, 2022, Burgoyne asked Artino (his executive assistant)  
5 and Patty Shearing (Communications Director) to meet with him to work on a plan to  
6 fundraise for the remodel. Burgoyne explained that the Elder Council did not want these  
7 efforts to be public, so they had to keep things under wraps and raise money privately.

8 270. Burgoyne then expressed his concern that these aggressive fundraising efforts  
9 may make him look more like a fundraiser as opposed to a preacher.

10 271. Shearing then questioned why the Council would want Burgoyne to fundraise  
11 and not themselves and asked, can we take on debt?

12 272. Both Shearing and Artino told Burgoyne that they were worried about him,  
13 because this seemed impossible. Burgoyne told them not to worry. Just clear his schedule.  
14 They will come up with a plan.

15 **On the Heels of This Meeting, Tabari and LaGue Storm into Burgoyne’s Office and**  
16 **Heatedly Confront Burgoyne**

17 273. About three hours later, Tabari and LaGue barged into Burgoyne’s office. Tabari  
18 angrily accused Burgoyne of misrepresenting the Elders and taking confidential  
19 information and sharing it with two members of the staff.

20 274. Tabari then stared daggers at Burgoyne and questioned whether Burgoyne was  
21 positioning himself to have staff follow him instead of the Board of Elders.

22 275. It was an open confrontation. LaGue challenged: (1) “*How dare you, Dan?*” [of  
23 note, LaGue drops the title Pastor, which he has consistently used to prior] (2) “*Who do*  
24 *you think you are?*” (3) “*You would usurp the authority of the Elders?*”

25 276. Artino then came into the office and defended Burgoyne, explaining that  
26 Burgoyne wasn’t giving confidential information from the Board, but seeking to develop  
27 a plan to raise the funding. Artino further explained that the board had put Burgoyne in an  
28 impossible position, and asked how on earth Burgoyne could raise \$3,000,000 in such a

1 short timeframe?

2 277. LaGue then retorted that Burgoyne had misrepresented the Council! To which  
3 Burgoyne responded, “I’ve done nothing of the sort, I simply pulled in the head of  
4 Communications and my assistant to clear my schedule and explained why.”

5 **Burgoyne Asks for Meetings with the Council and General Assistance with His**  
6 **Fundraising Efforts**

7 278. From around August 14<sup>th</sup> through the end of the month, Burgoyne repeatedly  
8 asked for meetings with the Elder Counsel and for help from Elders regarding the  
9 fundraising he was tasked with.

10 279. As a part of this effort, Burgoyne asked for names of people and families he could  
11 speak with to jumpstart the private fundraising campaign and for a strategy on how such  
12 a lofty goal might be achieved in such a short amount of time.

13 **Feeling the Cold Shoulder, Burgoyne Calls Elder Bunyard**

14 280. During the week of August 22<sup>nd</sup>, Burgoyne – feeling rather shunned – called  
15 Elder Bunyard to express his concerns.

16 281. Burgoyne informed Bunyard that he was being rebuffed by LaGue and Tabari in  
17 his efforts to speak to the Council. Burgoyne further explained that, while he was being  
18 tasked with raising money for the remodel, he was not getting the help or guidance needed.  
19 Nor was he getting any commitments from the Board or its donor connections.

20 282. To boot, after speaking with several past fundraising mentors, Burgoyne had been  
21 told that the August timetable was simply a pipe dream.

22 283. Burgoyne also unloaded his concerns regarding the secretive aspects of the  
23 August 12<sup>th</sup> meeting and that he couldn’t understand why he was being asked not to  
24 participate with the Board. Was there something further Burgoyne wasn’t being told  
25 about?

26 284. Burgoyne also expressed his concern that LaGue (just prior to the August 12<sup>th</sup>  
27 vote) had suddenly started to privately accuse Burgoyne of being the reason the project  
28 went over budget, which made no sense because there had *not been a single decision that*



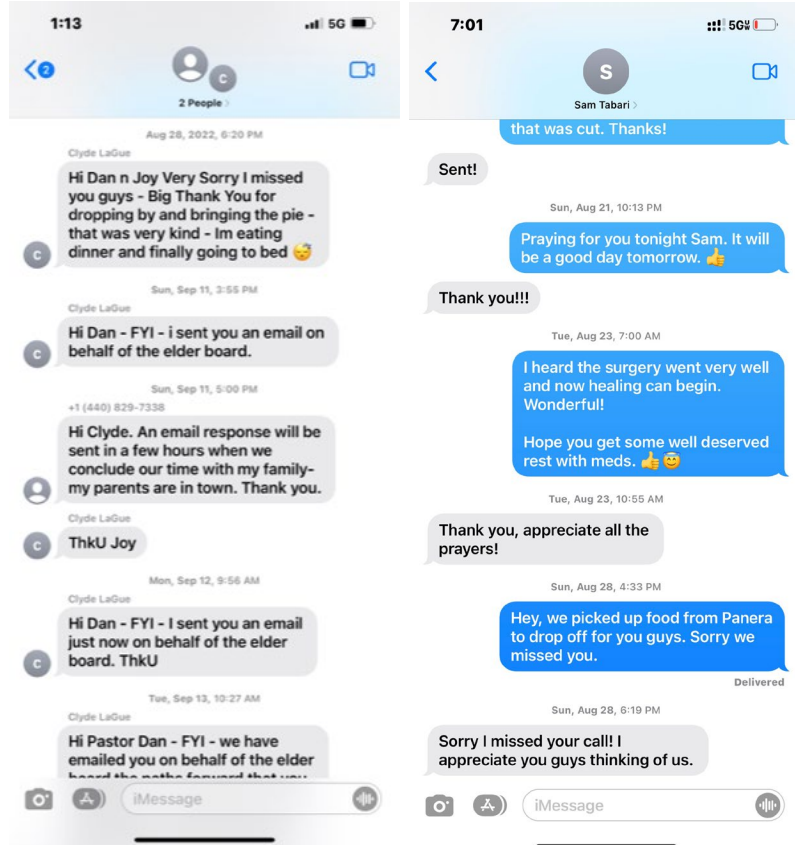
1 had been made that had not involved the entire Board and Burgoyne himself had no fiscal  
2 authority.

3 285. Burgoyne also reiterated the obvious to Elder Bunyard, *i.e.*, that he had no power:  
4 to (1) increase the budget, (2) sign a document on the church's behalf, or (3) spend the  
5 Church's money whatsoever without Board approval. Burgoyne also explained that he felt  
6 he was being scapegoated for the actions of others.

7 286. Bunyard responded that it was *unacceptable* that Burgoyne would not be able to  
8 speak to the board for any reason and that he had no idea that Burgoyne had been denied  
9 the right to speak to the board. As well, Bunyard reported that he had not been made aware  
10 of any accusation against Burgoyne for overspending or putting the remodel project out  
11 of budget.

12 287. Bunyard then promised Burgoyne that he was going to call LaGue and get back  
13 to Burgoyne immediately. He never did.

14 **In Late August, LaGue and Tabari Avoid Burgoyne Like the Plague**



1 **Burgoyne Tries to Connect with LaGue**

2 288. On August 26, 2022 (@ 2:13 p.m.), Burgoyne emails LaGue:

3 a. “Hi brother!”

4 b. “I am sure your studies are in full swing and I am excited to see the outcome  
5 of all things Scripture. It[’]s quite a task to take on the degree like you have and it will be  
6 worth it in the end.”

7 c. “It feels like it may be a good moment for us to connect. I realize at the pace  
8 we both have been running, meaningful communication is hard to find but I value our  
9 relationship and would like to sit down and talk. I read through Matt 5:24 today and was  
10 reminded how important it is to the Lord that we seek to walk in brotherly care.”

11 d. “Appreciate you! I am free tomorrow, Sunday afternoon or early next week.  
12 Thanks!”

13 **LaGue Brushes Dan Aside**

14 289. On August 26, 2022 (@ 7:32 p.m.), LaGue responds:

15 a. “Hey Dan - sorry i have literally been in the books straight since 6am and  
16 don't see an end in sight and didn't check my email.”

17 b. “Hope and Pray u and the fam r doing well”

18 c. “I get up tomorrow at 4 and head to school and return at 7pm - after 9 hrs of  
19 lecture”

20 d. “Sunday as u know is packed”

21 e. “Well have to tag-up Tuesday - as i may not be in for long on Monday as I'm  
22 really tired”

23 f. “Have a great evening Brother see you Sunday”

24 **Burgoyne Follows Up**

25 290. On August 27, 2022 (@ 8:03 a.m.), Burgoyne emails LaGue:

26 a. “May the Lord grant you success with a receptive mind and heart to all the  
27 information.”

28 ///

1 b. In seminary, the greatest challenge shared by the students was that the  
2 information did not turn into transformation. Meaning...so much was flying at you, it was  
3 hard to allow it to become devotional. (Transformative.) I will pray it keeps moving from  
4 the head to the heart. It is so much information.”

5 c. “My first meeting begins with a Torrance Memorial Hospital transfer at  
6 7:00a. Let’s meet off-site at 8:15 ish. How about the Starbucks nearby. The Peninsula  
7 Starbucks perhaps? Looking forward to it. Praying for you.”

8 **Knowing He is Trying to Fill a Tall (and Likely Impossible) Order, Burgoyne asks**  
9 **the Elder Council for Both Assistance and Guidance**

10 291. On August 27, 2022 (@ 4:07 p.m.), Burgoyne emails LaGue:

11 a. “Hi brother!”

12 b. “I’ve been reviewing the timeline we spoke about for both fundraising and  
13 Visionering’s (sic) timeline for permits. We have a lot that needs to be decided in real  
14 time.”

15 c. “I really believe we have to meet as elders, don’t you? It seems to me we  
16 need to be in unison as we march forward in scope, details and vision.”

17 d. “Is this something you can make happen for tomorrow?”

18 e. “I really desire to preserve unity among the team and in the midst of dynamic  
19 change, (like a remodel) it is important we seek to stay in step.”

20 **LaGue Rejects Burgoyne’s Request for a Meeting of the Elders and Begins to Set**  
21 **Burgoyne up to be the Scapegoat**

22 292. The plan to scapegoat Burgoyne and wrongfully terminate him as Senior Pastor  
23 unfolds. On August 27<sup>th</sup> (@ 10:04 p.m.), LaGue, now including Tabari, responds:

24 a. “Hi Dan,” (*Note, LaGue now refers to Burgoyne (sic) as Dan as opposed to*  
25 *Pastor Dan.*)

26 b. “I’m just getting home from a very long day of lectures and study and traffic.  
27 As you know, we already sent an email this week to the elders cancelling this Sunday’s  
28 meeting due a number of the elders being unavailable and I’m sure more would be

1 unavailable at this point if we were to send a last minute request. Since this isn't an  
2 emergency meeting, I think at this point we should respect everyone's time, as I'm sure  
3 many have made plans for their Sunday with their families."

4 c. "Regarding the meeting, I'm a little unclear about the intention and goal. You  
5 mentioned your desire was for there to be unison in scope, details and vision. As we  
6 discussed last week with Sam, all three of these have been discussed in detail with the  
7 elders. The elders understand the financial and timeline scope, we have presented a  
8 detailed budget of the remodel, and you have shared your vision numerous times. Is there  
9 something I'm missing?" *(Please note LaGue's admission that all details of the remodel*  
10 *were discussed in detail with the Elders.)*

11 d. "Are you wanting for the elders to speak into details of the remodel, what  
12 areas we need to cut back to stay within a \$4million budget?" *(Please note, LaGue for the*  
13 *first time mentions staying within the original budget, as opposed to the two budgeted*  
14 *increases approved by the Elders.)*

15 e. "The Elders are not experts on the specific construction details of the remodel  
16 - You, Sam, I, Diversified and Visioneering need to sit down and figure out how to stay  
17 within the \$4million dollar budget - if that's what you're asking?"

18 f. "If you are thinking of something other than sticking to the \$4Million plan -  
19 You, Sam and I need to get together Tuesday Morning to review and make sure we are all  
20 aware of what that looks like before pulling in the elders for a decision."

21 g. "As Sam and I mentioned last week, I want to encourage you that the elders  
22 are unified. You and Craig had the unanimous backing of the elder council just a year ago  
23 for a \$4million remodel based on your vision, and you still have that backing plus the  
24 recent backing to approach individual donors until this Friday."

25 h. "Thank You Dan - also there is the small group kickoff meeting tomorrow  
26 Get some rest - see you tomorrow - It's a busy day"

27 ///

28 ///

1 Diploma “Gate”

2 *Dr. Joel Hathaway*

3 293. In late August 2022, Burgoyne received communication from Dr. Joel Hathaway,  
4 the head of the Doctorate Department at the Covenant Theological Seminary informing  
5 Burgoyne that the records office had been receiving a good deal of calls about his doctorate  
6 and whether it had been conferred. In fact, the Records Office received so many calls that  
7 they reached out to Hathaway. The records office had mistakenly told callers that  
8 Burgoyne had not completed his dissertation and thus had not officially graduated.

9 294. Dr. Hathaway reached out to Burgoyne alerting him of the unusual activity and  
10 the confusion with the records office. After speaking, Hathaway apologized as there had  
11 been a mistake and that a clerical error (*i.e.*, a missing signature due to Covid) had stymied  
12 the process.

13 295. Hathaway also explained that he had received a number of calls from LaGue  
14 personally, who asked a lot of invasive questions regarding Burgoyne’s work, dissertation,  
15 and graduation that Hathaway did not feel he was lawfully allowed to answer.

16 296. Later on, Hathaway called Burgoyne and informed him that it appeared that  
17 LaGue was on a “witch hunt” and was out to get Burgoyne. Thereafter, Hathaway called  
18 for the Seminary to pray for Burgoyne and asked if they could help in any way.

19 *Call With Elder Lenders*

20 297. On or around August 29, 2022, Burgoyne called Elder Lenders, and asked, “hey  
21 Rod, what’s going on?”

22 298. Lender shared that: **(1)** there were some people saying that Burgoyne did not have  
23 his Doctorate from the Seminary and was unqualified to be pastor, and **(2)** that there was  
24 a faction (*like before with Hurley and McDonald*) that no longer wanted Burgoyne to be  
25 Pastor.

26 299. Lenders also shared that he was going through some personal turmoil as well,  
27 because he was losing friends and reputation due to his friendship with Burgoyne and his  
28 having been on the search team that brought Burgoyne to RHCC.

1 300. Lenders then stated that he no longer wanted to be a Council member, because  
2 he no longer wanted to be in these positions, *i.e.*, the never-ending conflict and turmoil too  
3 much to bear for years.

4 301. Lenders also confided in Burgoyne that *secret meetings were taking place*. The  
5 information was terse and rather cryptic, but Lenders did not appear comfortable sharing  
6 more. The Elder Council was mobilizing for their imminent blitzkrieg to wrongfully  
7 terminate Burgoyne for his raising protected activity (*e.g.*, concerns re fraud,  
8 embezzlement, serious governance and financial mismanagement, and lack of audits).

9 302. On or around September 2, 2022, Burgoyne received a timeline from a concerned  
10 Elder. (Submitted herewith as **Exhibit 11**.) It is quite illustrative of the witch hunt and  
11 LaGue’s efforts to discredit Burgoyne. The crusade against Burgoyne was in full effect.

12 *Letter Confirming Conference of Doctorate*

13 303. On August 30, 2022, Hathaway sent the following to RHCC:

14 a. “Dear Mr. Lauer and Mr. LaGue,”

15 b. “Thank you for your inquiry regarding Dr. Dan Burgoyne. Upon further  
16 internal review...In the spring of 2020, after his successful defense, we communicated to  
17 Dan that he was a graduate of the DMin program and could begin to use the title ‘Dr.’ ”

18 c. “1. When someone passes a defense, we typically sign the “signature page”  
19 of their dissertation in their presence; the signing of that page then signals to the registrar  
20 that the student is a graduate.”

21 d. “2. In Dan’s case, Covid had just hit and we conducted his defense online.  
22 We did not have a copy of his signature page with us and neglected to sign it afterwards.  
23 Covid threw normal processes off track, and the signing of Dan’s page fell off our radar  
24 (and the registrar was thus never informed that Dan was a graduate of the school).”

25 e. “3. We are now correcting that error so that the registrar will have the official  
26 documentation to support what we already communicated to Dan in 2020, namely, that he  
27 is a DMin graduate of Covenant Theological Seminary.”

28 f. “Your servant, Dr. Joel D. Hathaway”

1                    **On August 31, 2022, An Email is Sent Setting an EMERGENCY**

2                    **Meeting of the Elders**

3            304. On or around August 31, 2022, at approximately 11:00 a.m., an email was sent  
4 by LaGue to the RHCC Elders (including Burgoyne), requesting an emergency meeting:

5            a. “We will be having a last minute elder meeting tonight @ 6:30 in the  
6 Boardroom Thank You to everyone who was able affirm (sic) availability on such short  
7 notice [¶ ... ¶] Looking forward to seeing each of you”

8            **Upon Arrival, A Surprised Burgoyne Learns That Purpose of the Meeting is To**

9            **Attack Him as Pastor and to Hurl False Allegations Against Him**

10           305. On or around August 31, 2022, at approximately 6:30 p.m., the emergency  
11 meeting was held. Present were nine Board of Elder members (LaGue, Tabari, Reichert,  
12 Wallin, Murdoch, Tamble, Curtis, Bunyard, and Lenders), and Pastor Thill.

13           306. When Burgoyne entered the meeting, he was immediately commanded to “*sit*  
14 *down*” and instructed that “*he was not free to leave.*”

15           307. After sitting down, LaGue informed Burgoyne that if he got up and left the  
16 meeting at any point, he would be “*considered resigned*” by the Board of Elders, leaving  
17 Burgoyne feeling captive and trapped and threatened with extortion by duress.

18           308. LaGue then stated that he would be reading a statement that the Board of Elders  
19 were “100% agreement with” and that Burgoyne “*was not free to speak*” and there would  
20 be “*no dialogue*” Only when LaGue was finished, would Burgoyne be allowed to make a  
21 brief statement.

22 LaGue also decreed that if Burgoyne wanted to take a written copy of the list of the  
23 allegations against him, he would have to sign a document that prohibited him from  
24 sharing the list with anyone other than his wife.

25 ///

26 ///

27 ///

28 ///

1 **Burgoyne is Given a “Pathway Forward” that Outlined *False Accusations Against***  
2 **Him and Steps to “Restore Himself”**

3 309. LaGue presented Burgoyne with a document called, “Pathway Forward For  
4 Pastor Dan,” explaining that if Burgoyne “chose” to take the document, it would need to  
5 be returned between 7:00 a.m. to 9:00 a.m. the next morning and signed by a quorum of  
6 elders, or Burgoyne would be considered resigned from his position.

7 310. Before LaGue read allegations made against Burgoyne, Lenders made several  
8 statements about Burgoyne’s ministry doctorate, and claimed he was investigating  
9 Burgoyne that he did not have his doctorate, despite the fact that Lenders had previously  
10 vetted Burgoyne as the Chairman of the search team.

11 311. Just as LaGue was going to read the accusations made against him, he again  
12 reminded Burgoyne that he was only allowed to make a brief statement after the  
13 accusations were made, and that there would be no dialogue and Burgoyne was not free to  
14 leave until released.

15 312. Thereafter, LaGue read through the *patently false allegations*, which *shocked*  
16 Burgoyne and left him in *complete disbelief*, as this was the *first time Burgoyne had heard*  
17 *a single thing about any of them*. When LaGue finished reciting what he knew were  
18 untruths and half-truths, he reminded Burgoyne that this was not a dialogue, and to keep  
19 his statement brief.

20 313. Burgoyne began by asking “what in the world was going on,” and then asked  
21 “how this could be a proper discipline procedure” or at all “in accordance with Matthew:  
22 18.”

23 314. Then Pastor Thill chimed in, “Dan, we must all receive discipline, and it is  
24 important that you do exactly what the board says you are to do.” Thill then admitted he  
25 had been through discipline at his previous church and that he knew exactly what it was  
26 like. Oddly, Thill then admitted he did not know why he was in the room, as he was not a  
27 Board Member.

28 ///



1 315. Burgoyne then attempted to seek clarification on the accusations made against  
2 him, but LaGue stopped Burgoyne, and presented him with a purported “Non-Disclosure  
3 Agreement” (“NDA”) (**Exhibit 12**) – the validity of which is beyond questionable – and  
4 reminded Burgoyne that if he wanted a copy of the allegations and “restoration plan,”  
5 Burgoyne would have to sign the “agreement.”

6 316. Because Burgoyne would be considered resigned if he was unable to obtain the  
7 agreement and return it signed the next day, he signed the NDA under duress. A copy of  
8 the “Pathway Forward for Pastor Dan” is submitted herewith as **Exhibit 13**.

9 317. LaGue then reiterated that Burgoyne would have to come back between 7:00 and  
10 9:00 a.m. the next morning to sign the “Pathway Forward for Pastor Dan.” If he did not,  
11 or if he shared the allegations, Burgoyne would be considered resigned.

12 318. Burgoyne walked out of the meeting in disbelief.

13 **A Beholden Burgoyne Returns the Next Day to Continue the Sham Process**  
14 **Meant to Control and Blame Him or Force Him Out Against His Will**

15 319. On or around September 1, 2022, at approximately 8:45 a.m., Burgoyne and his  
16 wife Joy presented themselves to the Board as decreed to discuss the “Pathway Forward  
17 For Pastor Dan.” Present were four Board members (LaGue, Tabari, Reichert, and  
18 Tamble) and Thill.

19 320. Immediately, Burgoyne was scolded for showing up only fifteen-minutes before  
20 the deadline and was admonished that this showed that Burgoyne did not care about the  
21 congregation, the seriousness of the accusations, or about his job. Burgoyne explained that  
22 this couldn’t be further from the truth, and that he was not able to arrive earlier because,  
23 with a large family of five kids, he and his wife had to pack lunches, make sure homework  
24 was done, and drop the kids off at school.

25 321. Right off the bat, Burgoyne was told he would have to *publicly apologize* to the  
26 entire Congregation during Sunday Service for his alleged “*financial and behavioral*  
27 *misdeeds*.” Burgoyne was then told that multiple teams of accountability and rehabilitation  
28 would be required from outside and inside the church.

1 322. Burgoyne sought clarification on who these “teams” were. He was told however,  
2 that those teams were presently unknown because the discipline and confrontation had  
3 only been determined (*i.e.*, concocted) in the days prior. Burgoyne was also told that his  
4 job description and duties were immediately being changed, because they “loved”  
5 Burgoyne and “wanted to help him.” (Of note, the job duties are set forth in the  
6 Constitution and required due process and a vote of the Congregation.)

7 323. Burgoyne was then asked if he signed the “Path Forward For Pastor Dan,” and it  
8 was reiterated that he would have to sign before he left or he would be considered resigned.

9 324. The meeting lasted approximately three hours. For one hour, however, Burgoyne  
10 and Joy were excused. This happened after Joy challenged the group and asked why a  
11 public apology was needed when these “allegations” had *never been shared* with  
12 Burgoyne, Burgoyne had *not been allowed to face his accusers*, Burgoyne had *never had*  
13 *access to the financial accounts*, and that these accusations are not true. Joy also asked  
14 why these men were seeking to publicly shame Burgoyne.

15 325. LaGue snarkily responded that he had been at the Church for 30-years, that there  
16 were no secrets, and the decision that Burgoyne must publicly acknowledge his  
17 wrongdoings was *final*. LaGue also confirmed that the Board of Elders would be drafting  
18 the “apology” for Burgoyne to read to the Congregation and would provide it only after  
19 Burgoyne signed the “Path Forward” documents.

20 326. Burgoyne was then informed that the Congregation would be informed that the  
21 Elders had placed him “under discipline for wrongdoing” and was on administrative leave  
22 while he “went through a lengthy restoration process.” Said announcement was to be made  
23 on September 5, 2021.

24 327. Burgoyne, feeling like he had no choice due to the livelihood of his family and  
25 his duty to the Congregation – and fearing his false public maligning and the damage of  
26 his career – signed the document under duress.

27 ///

28 ///

1 **Burgoyne is Ostracized**

2 328. From this point forward, Burgoyne was prohibited from his pastoral duties, in  
3 terms of:

- 4 a. Interacting with staff / Congregants;
- 5 b. Attending church services;
- 6 c. Preaching / teaching;
- 7 d. Attending ministry events; or
- 8 e. Speaking with any Elder one on one.

9 329. Moreover, Burgoyne was not allowed on campus and security was instructed to  
10 remove him should he attempt to enter.

11 **Burgoyne Attends Sunday Service & Rescinds the “Pathway Forward”**

12 330. On or around September 4, 2022, Burgoyne walked into the 9:00 a.m. service  
13 and handed a letter to LaGue, rescinding the “Pathway Forward” document, explaining:

14 a. “As the Senior Pastor of Rolling Hills Covenant Church, I rescind my  
15 signature and assent to the attached document entitled: *Path Forward for Pastor Dan*  
16 *Burgoyne*, signed September 1, 2022.”

17 b. “Upon prayer this document and its process is unbiblical under Matthew 18,  
18 and unconstitutional under the Constitution and Bylaws of the church.”

19 c. “It was presented to me under coercive and menacing threat of my resignation  
20 being assumed if I did not immediately sign it, if I questioned any aspect of it, or if I sought  
21 any counsel. With insufficient time to consider and pray on the document and under a  
22 forced cone of silence my signature was extracted under extreme and undue duress and  
23 influence.”

24 d. “As a servant answerable to God and the entirety of the congregational body,  
25 I cannot yield and am not yielding my responsibilities to the body to serve as Senior Pastor  
26 of Rolling Hills Covenant Church, and I do not resign my position.”

27 e. A copy of this letter is submitted herewith as **Exhibit 14.**)

28 ///

1 331. After handing the letter to LaGue, Burgoyne and his wife Joy attended the 9:00  
2 a.m. service, sitting in the second row. During service opening, Elder Curtis approached  
3 Burgoyne and questioned whether Burgoyne was going to get up on stage. Burgoyne  
4 responded that he only intended to get up on stage and speak if the Elders planned on  
5 speaking about him (Burgoyne). When Curtis promised that the Elders were not planning  
6 on getting up on stage to speak about him, Burgoyne confirmed that he would not get on  
7 stage either.

8 332. Following service, Burgoyne went up to his office to greet the band, who used  
9 the office as their green room. Curtis came in to the office around 11 o'clock, and asked  
10 to speak with the Burgoyne's in Tabari's office, where LaGue, Tabari, Curtis, and the  
11 Burgoyne's spoke for about 30 minutes. The Burgoyne's challenged the entire situation  
12 as a sham and asked what was really going on? How could this be a discipline issue, as  
13 they stated in Matthew 18, or be in line with the Constitution? Burgoyne reiterated that he  
14 had been deprived of any opportunity to have dialogue with the Board or have any  
15 meaningful conversations with Board members.

16 333. An Elder meeting – to be held without Burgoyne and without his knowledge –  
17 was scheduled to immediately follow the 11:00 a.m. service. Burgoyne was not invited.  
18 He knew nothing of it.

19 334. Prior to the meeting however, Vice Chairman Bunyard asked to speak with the  
20 Burgoyne's alone in Burgoyne's office. Prior to the meeting Burgoyne reminded Bunyard  
21 that both he and Bunyard would be defying the edict of LaGue and the Board if they were  
22 to meet alone, but Bunyard said he did not care and had some things he needed to say.

23 335. The meeting lasted approximately 20 minutes.

24 a. Bunyard stated: The entire plan to exit you, as well as all the disciplinary  
25 documents, had been concocted and drafted by Tabari and LaGue.

26 ///

27 ///

28 ///

1           b. Bunyard explained that not only did he disagree with the process, but that the  
2 entire board was NOT behind the disciplinary action or strong-arm effort to push  
3 Burgoyne out of the Church. Bunyard further explained that he had told his wife that he  
4 thought he would have to resign from the Board. Bunyard also informed the Burgoyne's  
5 that secret meetings had been held and that Evans had returned to attend these meetings to  
6 speak poorly of Burgoyne.

7           c. Bunyard reiterated that this was all a strategy set up by Tabari and LaGue and  
8 that a few disgruntled staff (*e.g.*, Nate Anderuud, Brian Johnson, Heidi Barsam) who did  
9 not like Burgoyne had been brought to these meetings by Tabari and LaGue to speak  
10 poorly of Burgoyne.

11       336. Burgoyne asked Bunyard not to resign, but to stand up for the truth, the  
12 Constitution, and against this patently improper process. Bunyard said he would try but  
13 warned that Tabari and LaGue were stronger than he was, and because they had made up  
14 their minds, Bunyard would not win.

15       337. Curtis then interrupted the meeting, asking Bunyard to come to the Board Room  
16 for the Elder Meeting.

17                   **Burgoyne Presents His Side of the Story and The Elders Respond**

18       338. On or around September 7, 2022, at approximately 6:30 p.m., Burgoyne met with  
19 the Elders to present his side of the Pathway Forward. Present were ten Board of Elder  
20 members (LaGue, Tabari, Reichert, Wallin, Murdoch, Tamble, Curtis, Bunyard, Lenders,  
21 and Craig Knickerbocker), and Joy Burgoyne. Upon Burgoyne's arrival, LaGue told  
22 Burgoyne that he was allowed to speak, but the Elders were not allowed to respond for  
23 any reason, and Burgoyne was to leave immediately thereafter.

24       339. When Elder Murdoch spoke up at the end of the meeting and asked why there  
25 could not be discourse, LaGue quickly shut him down and told him that they had agreed  
26 that there would be absolutely no discourse. Thus, the Burgoyne's left. It is understood  
27 that the Elder meeting continued until approximately midnight.

28       ///

1                   **LaGue Responds on Behalf of Elders Demanding Burgoyne’s Submission**

2           340. On or around September 8, 2022, the Elders, *via* LaGue, replied:

3           a. “We, the RHCC Elder Board, thank you for coming before us on September  
4 7th, 2022 to share your perspective on items presented to you last week. You mentioned  
5 last night that “your perspective is different” than ours and that the Elders are bringing  
6 corrective action based off of “taking the word of two men over mine.” Pastor Dan, this  
7 has been mentioned to you numerous times, the reason we have brought these charges to  
8 you and have asked for correction and restoration is because we have been approached by  
9 many staff, congregants and elders. We have heard the testimony of staff who are in tears.  
10 Congregants who have attended this church for 20+ years who are either wanting to leave  
11 or have already left. The second point of the document that was presented to you was  
12 asking you to start taking responsibility and not shifting the blame to others. Last night we  
13 heard, that our church has a “toxic culture”, that the church and elders are the ones who  
14 are in need of restoration, that this is only coming from two people, that the church  
15 chairman is conducting a “witch-hunt” against you, and that any and all  
16 criticism/correction has been a character assault. Pastor Dan, this truly grieves us that  
17 men called by the Lord who sit on the elder board would unanimously agree and bring to  
18 you the need for correction and you are unwilling to receive it and continue to shift the  
19 blame to others. As John Thill mentioned to you last week, you have caused a lot of pain  
20 to a lot of people at this church, and thus it has been the role of the elders to step in as  
21 shepherds of the congregation to protect them and to correct/restore you. After hearing  
22 your perspective and your heart, the Elder Board of RHCC is in 100% agreement and  
23 unanimous support of our original position that you are in need of restoration, healing, and  
24 to come to a place where you can repent and repair the relationships and the trust that you  
25 have broken with many staff, congregants and elders. We present the following directives  
26 and path forward:”

27 ///

28 ///

1           b. “Effective Immediately: Pastor Dan you are placed on indefinite paid  
2 administrative leave by the elder board[: (1)] No pastoral duties, staff/congregant  
3 interactions, attending church services, attending other ministry events or office duties will  
4 be performed. We will allow you to complete any weddings and funerals you have already  
5 committed to previously[, (2)] You will have no further input and oversight into the  
6 Worship Center remodel project and your \$7million vision will in reality be brought down  
7 to \$4 million or far less through the help of Craig Knickerbocker[, and (3)] The  
8 congregation and staff will be informed by the elders that you have been placed on  
9 administrative leave as you go through a restoration process. This will not be  
10 communicated this week or this Sunday and we will work with you next week on how this  
11 will be worded.”

12           c. “We ask that this document and our conversations not be shared with any  
13 staff or congregants until we agree to a path forward.”

14           d. “Path Forward: Pastor Dan submits to the elders, agrees to and completes a  
15 restoration process that will be presented to him. Congregation & staff will be informed  
16 of church discipline by the elders.”

17           e. “Pastor Dan, we ask that you take time and prayerfully consider whether you  
18 will submit to the elder board and our unanimous decision for a restoration process. As  
19 elders of this church and as your supervisor, the administrative leave is not negotiable, but  
20 if you refuse to submit and go through the restoration process, let us know and we will  
21 meet with you and discuss other paths forward. Pastor Dan we love you, we are grateful  
22 for you, and our desire is not to bring you harm. We want you to be the pastor the Lord  
23 has called you to be but ultimately, we need to do what is right before the Lord in bringing  
24 correction when it is necessary. Please email us by this Sunday evening with your  
25 decision.”

26 ///

27 ///

28 ///

1 **Call With Elder Bunyard to Seek Clarity**

2 341. On or around September 8, 2022, Burgoyne called Elder Bunyard to better  
3 understand the Elders’ position and decision outlined in their responsive letter. While very  
4 little information or explanation was given, Bunyard indicated that he was unable to stand  
5 up to the Board in its efforts to oust Burgoyne. Bunyard also explained that the Board of  
6 Elders had made clear to him that “restoration” was nonnegotiable.

7 **LaGue Reprimands Burgoyne for Speaking to His Assistant**

8 342. On or around September 9, 2022, Burgoyne spoke with his assistant, Donna  
9 Artino, to meet with her. Shortly after his discussion with Artino, LaGue reprimanded  
10 Burgoyne for speaking with Artino. Clyde LaGue sent Burgoyne an email stating that he  
11 was “to have no interaction or contact with staff or the congregation.”

12 **Evans Changes His Tune and Now Blames Burgoyne for His Leaving the Church**

13 343. On or around September 11, 2022, Evans writes:

14 It has come to my attention that you have been invoking my name and  
15 attempting to draw parallels between my leaving RHCC and your  
16 current circumstances. The purpose of this email is twofold: First, I  
17 ask that you refrain from speaking for me. Second, to offer further  
18 clarification on my reason for leaving. The statement that I made at  
19 the CBM regarding my reasons are and remain true.

20 What I didn’t say was that I knew that I would not be able to submit  
21 to your leadership. Rather than confront you, or worse, sow discord, I  
22 elected to move on. The issues that I observed regarding your  
23 character made it clear to me that I would not be able to submit to your  
24 leadership. Typically character issues cannot be changed unless the  
25 person sees them and is willing to change. I did not believe that you  
26 saw the issues, or would be willing to change. These were opinions  
27 that I had formed during our brief time together. I held out hope that  
28 my assessment was incorrect. For these reasons I kept my opinion,  
until now, to myself. We must all decide for ourselves if we will  
submit to the leadership. If we find that we cannot, we are obliged to  
move on. I elected to quit rather than sow seeds of descension.

It is my sincere hope and prayer that the Lord will assist you in seeing  
the issues and help you work through them. If you will allow Him to,  
and if you do the work, you will be a success wherever you go.



1 **LaGue Pressures Burgoyne**

2 344. On or around September 11, 2022, during the Elder Council meeting, LaGue  
3 asked Burgoyne for his decision regarding the “restoration process.” Later that day, LaGue  
4 sent Burgoyne an email instructing Burgoyne to provide a written response by the end of  
5 that same night, regarding whether Burgoyne would accept the restoration process.

6 **Burgoyne Accepts Restoration, but Declines to Be the Fall Guy For LaGue and the**  
7 **Elder’s Financial Decisions For Which He Had *No Independent Responsibility***

8 345. Later that night, Burgoyne sent an email accepting “restoration,” but refusing to  
9 accept financial responsibility. In Burgoyne’s email to the Elders, Burgoyne wrote, “I did  
10 not recognize the extent of dissatisfaction or hurt you felt.”

11 346. In part, Burgoyne wrote:

12 a. “Where I do feel a great concern, is in the accusation of having responsibility  
13 for poor financial stewardship. The financial controls of RHCC have been of grave  
14 concern to me and one I’ve expressed many times from the beginning of my tenure.”

15 b. “As I’ve looked back at my e-mails to June 1 of 2021, a few weeks into my  
16 hire, I raised real financial concerns asking for a separate certified CPA firm (new to  
17 RHCC) to be chosen by the elders and CFO to perform a full or two quarter audit of the  
18 2019-2020 books. I also requested that auditors be made available to the leadership for  
19 questions on accounts, internal controls, accounting and best practices and the findings be  
20 placed in the minutes.”

21 c. “To date, we still do not have full audits for the 2019-20, 2020-21 or 2021-  
22 22 year as I’ve requested. Nor have we done the forensic audits we’ve agreed to, based on  
23 what has been reported to us by Kingdom One, our CPA and the Business Administrator’s  
24 assistant.”

25 d. “I am concerned that I am being asked to take financial responsibility that is  
26 not mine to own. Poor financial stewardship is a serious allegation. I have no access to  
27 accounts, can sign no contracts and don’t even know where we bank. The Senior Pastor is  
28 kept away at RHCC from any and all financial transactions and my signature is on no

1 contracts.”

2 e. “I desire to move forward in understanding and settling the process that  
3 brings healing and unity to all of us. I believe it is important that we, as elders work  
4 together in determining the path forward Biblically. As shepherds of the flock, we are all  
5 responsible to the Lord for our actions.”

6 f. “Finally, I also pray you will hear my clear desire to listen to and bring  
7 healing and restoration to those who have been hurt. Joy and I want to continue to serve  
8 Rolling Hills and are grateful to have the opportunity.”

9 **LaGue Responds**

10 347. On or around September 12, 2022, in response to Burgoyne’s email, Clyde  
11 LaGue responded by asking Burgoyne and his wife to attend a meeting that same afternoon  
12 to discuss the next steps in the restoration process. LaGue’s revealing email continued,  
13 “The examples we brought up to you regarding your poor financial stewardship did not  
14 have to do with the audit but about things such as the worship center remodel decisions in  
15 which we have 4 witnesses who’ve seen the same thing.” Shortly after receiving LaGue’s  
16 email, Burgoyne asked to meet on different days because of prearranged commitments. In  
17 the same email, Burgoyne asked for the next steps the Elders considered in the restoration  
18 process.

19 **In an Attempt to Circumvent the Constitution and Act Unilaterally above Its**  
20 **Powers, The Elder Counsel Offers Burgoyne Three Non-Negotiable Options**

21 348. On or around September 13, 2022, in response to Burgoyne’s inability to meet  
22 earlier, LaGue replied and demanded a response by 12:00 p.m. on September 14, 2022. In  
23 his email, LaGue:

24 a. “Our hope was to meet with you in person but since you aren’t able to meet  
25 until Wednesday or Thursday evening we have decided to present to you the paths forward  
26 over email so that you may have time to think, pray and discuss with Joy on what you  
27 would like to do. It is critical that we make a decision this week as we must communicate  
28 to the staff and congregation soon. We ask that you review and consider the following

1 options below and “reply all” back to this email by tomorrow, Wednesday September 14  
2 by noon on your decision regarding which of the following options you choose:”

3 b. “**Option #1** - Submit to the Elder Board, Repent of your Actions, and go  
4 through Restoration:”

5 Attached to this email is a detailed restoration plan that we ask for you to review.  
6 The restoration plan has been affirmed unanimously by all 10 elders and the  
7 details and contents are non-negotiable.

8 Pastor Dan, we have seen over the last two weeks a lack of submission to the  
9 elder board and at times a spirit that refuses to acknowledge your need for  
10 restoration after facts have been presented to you. We ask that you only choose  
11 this option if truly in your heart you recognize the need for restoration and a desire  
12 to be restored before the staff, congregation and elders.

13 c. “**Option #2** - Resign and Receive a 1-Year Severance:”

- 14 • Pastor Dan, if your conviction does not allow you to agree with the unanimous  
15 decision of the elder board to go through a restoration process, then we ask you  
16 to prayerfully consider resigning.
- 17 • The elder board will not share any of the discipline charges with the congregation  
18 and will allow you to resign in a way that preserves dignity and unity at the  
19 church. In resigning, you could share the truth without getting into specific  
20 details, such as: “After prayerful consideration, Joy and I have decided that it  
21 would be best for us to have our ministry come to an end here at RHCC. This has  
22 been a difficult season for us and after discussing with the elders, both the elders  
23 and I mutually agree that it would be best for us to part ways as there are  
24 differences that cannot be reconciled.”
- 25 • In a meeting a couple weeks ago, Joy shared her fear of losing your livelihood.  
26 Pastor Dan, we love you and we love your family. We know that it was not easy  
27 moving your family here and we don’t want to position you in a way that brings  
28 harm to yourself, Joy and the kids. For this reason, the elder board has

1 unanimously agreed that if you choose to take the path of resigning, we will  
2 provide for you a 1-year severance of pay and medical so that you may provide  
3 for your family and to help you transition to what the Lord has next for you.

4 d. “**Option #3** - Refuse to Submit or Resign and have the Elder Board take this  
5 to the Congregation:”

6 Pastor Dan, if you feel you cannot submit to the restoration process and refuse to  
7 resign, we will unfortunately be left with no option but to take this before the  
8 congregation at the next congregational business meeting and present a vote to  
9 have you removed as Senior Pastor.

10 We have many pastors, directors, other staff, congregants and elders that are  
11 willing to come before the congregation and testify what they have seen and  
12 experienced under your leadership over the last year.

- 13 • We pray that this is not the option you choose as this will bring harm to the church  
14 and dishonor the Lord.

### 15 Restoration Plan Attachment

16 349. Just fourteen days after the initial false allegations against Burgoyne in the  
17 document entitled “Path Forward for Pastor Dan Burgoyne,” the Elders hurled further false  
18 accusations against Burgoyne and set forth further unreasonable demands to put Burgoyne  
19 under the thumb of the Elder Counsel under the guise of “restoration.”

#### 20 [*Second*] Restoration Process for Pastor Dan Burgoyne

21 Pastor Dan, the elder board comes to you collectively. What we share  
22 is not a product of one or a few, but a product of the entire board  
23 collectively. All ten elders are unanimously behind and support what  
24 is presented below. As your brothers in Christ and those called to  
25 shepherd and protect His flock, we bring this before you in order that  
26 you do not disqualify yourself from the calling that God has set you  
27 apart for. Pastor Dan, we love you, we are grateful for you, and our  
28 desire is not to bring you harm. We want you to be the pastor the Lord  
has called you to be but ultimately we need to do what is right before  
the Lord in bringing correction when it is necessary.

Here is the path forward that we are asking you to submit to. These

1 items are non-negotiable:

2 1. You are placed on paid administrative leave until completion  
3 of the restoration process.

4 2. During the administrative leave, you will not have pastoral  
5 duties, no staff/congregant interactions, no attending church services,  
6 no attending other ministry events or office duties. Once apologies see  
7 #3-5) to the congregation, staff and elder board have been completed,  
8 you will be allowed to attend church services again.

9 3. You will be required to confess and apologize before the  
10 congregation through a recorded video. In the video you will affirm  
11 and support this process. You don't have to apologize for specific  
12 examples or to specific individuals, but we are asking that your  
13 confession and apology to at the very least include the following:

14 *I have been overbearing in my leadership and at times*  
15 *have not taken responsibility for my own actions. I have*  
16 *also, at times, been unwilling to accept constructive*  
17 *criticism and correction. I know that my words and my*  
18 *actions have hurt many people. For all of this I am deeply*  
19 *sorry and commit myself to working through a*  
20 *restoration process as outlined by the elder board. I*  
21 *completely submit to this decision by the elders as I*  
22 *believe this is the right decision. I will be taking this*  
23 *season off to work through this restoration process and*  
24 *ask that you pray for me as the Lord brings healing and*  
25 *restoration. For the staff and congregation that I have*  
26 *hurt, I ask for your forgiveness.*

27 4. You will be required to confess and apologize before the staff  
28 in written form. In it you will affirm and support this process. You  
don't have to apologize for specific examples or to specific  
individuals, but we are asking you confess and apologize for:

- a. Saying things publicly and privately that are not befitting  
of a Senior Pastor
- b. Not taking responsibility for decisions and casting the  
blame to others
- c. Being a poor steward of the church's financial resources
- d. At times being dishonest and telling half-truths to support  
your narratives
- e. An unwilling spirit to hear and receive constructive

1 criticism and correction

2 f. For stepping over the staff and making decisions that  
3 impact areas of ministries that are overseen by others

4 g. Creating a culture of fear within the staff

5 5. You will be required to confess and apologize before the  
6 elders in-person and through a detailed signed written letter. In it you  
7 will affirm and support this process. We are asking you confess and  
8 apologize for:

9 a. Saying things publicly and privately that are not befitting  
10 of a Senior Pastor. Some examples include:

11 1. Humiliating comments about the physical appearance of  
12 band members

13 2. Constant racial jokes

14 3. Comments about replacing older volunteers with  
15 younger ones

16 4. Directly and in-directly making disparaging comments  
17 about Heidi Barsam and Kristen Lenders regarding the  
18 Women's Event during numerous meetings with staff

19 b. Not taking responsibility for decisions and casting the  
20 blame to others. Some examples:

21 1. Blaming the elders for purchasing your \$3 million home  
22 in Rolling Hills

23 2. Blaming Craig Knickerbocker and others for the  
24 worship center remodel delay and increase in budget

25 3. Blaming Clyde LaGue and Sam Tabari for not being  
26 able to take a sabbath when you were the one who  
27 demanded to be at every worship center remodel  
28 meeting

c. Being a poor steward of the church's financial resources.  
Some examples:

1. Pushing to increase the worship center remodel from \$4  
million to \$7 million

2. Mismanagement of the contemporary worship budget  
and being on track o blow well past the \$300,000 budget

3. Excessive events, some that cost thousands of dollars

- 1                   4. Giving outside tech vendors the freedom to make  
2                   financial decisions without Brian Johnson's  
3                   input/approval
  - 4                   d. Being dishonest and telling half-truths to support your  
5                   narratives. Some examples:
    - 6                   1. Misrepresenting the neighbors and quoting things there  
7                   were not said
    - 8                   2. Telling the congregation over multiple weekends that  
9                   we are not amplified, when in reality you asked Brian  
10                  Johnson to setup microphones on stage to pickup  
11                  instruments and vocals
    - 12                 3. Sitting before the elder council and lying/slandering  
13                 against Clyde LaGue and Sam Tabari
    - 14                 4. Manipulating staff and telling half-truths
    - 15                 5. Saying you did make decisions that impacted the  
16                 worship center remodel budget
  - 17                  e. An unwilling spirit to hear and receive constrictive  
18                  criticism and correction.
  - 19                  f. Stepping over the staff and making decisions that impact  
20                  areas of ministries that are overseen by others. Examples  
21                  of this:
    - 22                 1. Making decisions that impact tech, while not including  
23                 Brian Johnson
    - 24                 2. Making decisions for Global, without consulting Nate  
25                 Aanderrud
    - 26                 3. Making make staff and financial decisions without  
27                 consulting Sam Tabari
  - 28                  g. Creating a culture of fear within the staff
- 29                 6. After apologizing to the congregation, staff and elders, you  
30                 will be expected to continue to publicly and privately uphold the  
31                 restoration process and not undermine the elder board.
  - 32                 7. A team of men from outside RHCC who are experienced in  
33                 Pastoral Restoration will work through the above character and  
34                 leadership issues with you. You will submit to the Team's authority  
35                 without reservation or hesitation. The Restoration Team will report to  
36                 the elder council on the progress on a regular and frequent basis. The

1 process is complete at the discretion of the Restoration Team and  
2 Elder Council, who will offer their full confidence that restoration and  
3 a change of heart has indeed occurred. This process will likely take 6+  
4 months to complete.

5 8. During the restoration process, we ask that you do not talk or  
6 meet with elders one-on-one but with at least 2 or more elders present.

7 9. For your protection and the protection of the church, moving  
8 forward you will no longer be involved in any building projects,  
9 renovations, or capital campaigns.

10 10. For your protection and the protection of the church, you will  
11 no longer be allowed to make any decisions that financially impact the  
12 budget without prior approval from the church chairman due to the  
13 financial escalation of the worship center remodel and demonstrating  
14 poor stewardship of the church's finances.

15 11. Effective immediately, you will no longer be directly over  
16 worship. You will be allowed to provide input to the Executive  
17 Director but are not allowed to make any decision that impact worship.  
18 The Elder Council will also move forward with what you had  
19 originally proposed over a year ago, which is to hire a full-time  
20 Worship Lead/Pastor who will be to develop a band within the  
21 church to reduce the current \$300,000 budget for contracting the  
22 contemporary worship band.

23 12. Upon completion of restoration, we will require you to make  
24 every effort to maintain two days a week off where you will dedicate  
25 that time solely to Joy and the kids. This means that during those two  
26 days there will be no meeting with congregants, coming into the  
27 church office for meetings, working from home, answering work  
28 related emails or calls, etc. We understand that that there is always  
exceptions, such as emergency hospital visit or memorial, but other  
than these special requirements, we are asking you to dedicate those  
two days to your family. Once you have determined which two days  
of the week will be your consistent days off each week, please let the  
church chairman know. We will also inform the staff to not ask you to  
perform any church functions, to call you, or email you on your days  
off.

13. Upon completion of restoration, we will require you to take  
two uninterrupted days for sermon preparation. This means no  
meetings at the church or off campus. Obviously, there are exceptions  
when an emergency comes up, but other than that, we want to protect



1 your time by asking that you maintain two days every week for sermon  
2 preparation. Furthermore, we require that you no longer make any  
3 racial jokes and jokes about looks and appearances, as well as tell the  
4 congregation where the “exits” are.

5 14. Upon completion of restoration, you will make every effort  
6 to trust the staff the Lord has provided at RHCC to complete the work  
7 of ministry and not to step over pastors/directors in the process. Work  
8 through the Executive Director to oversee and distribute necessary  
9 work to the staff.

10 15. Upon completion of restoration, you will make every effort  
11 to change the culture of fear within staff by being willing to listen and  
12 receive constructive criticism when necessary.

13 16. Upon completion of restoration, you will meet with  
14 individuals in the congregation, staff and elder board to ask  
15 forgiveness of those who you’ve hurt over the past year.

16 17. Upon completion of restoration, you will no longer pass the  
17 responsibility to others for meeting and talking with congregants who  
18 have concerns and constructive criticism.

19 18. All items contained within this document and other  
20 discussions are confidential and are only to be shared between the  
21 Elder Council and yourself. You may share this document with your  
22 spouse and counsel outside of the church. Any other disclosure to  
23 staff, congregants, or others will result in further discipline.

24 By signing this document, you are agreeing to terms and conditions  
25 held within and submit to the process and the authority of the elder  
26 council. We ask that this document be reviewed, signed and returned.

27 **Burgoyne Negotiates Alternatives to The Board’s Attempt to Unilaterally**  
28 **Terminate Burgoyne Without the Input of the Congregation**

350. On or around September 14, 2022, with Rolling Hills’ deadline looming,  
Burgoyne wrote to the Elders regarding his decision.

351. In Burgoyne’s responsive email, he wrote, “Let me begin by expressing the  
sadness I feel about this entire situation as it affects the lives of so many. Because we all  
care for the sheep, I cannot imagine it is any of our desire to allow harm to the body  
through a public controversy.”

///

1 352. Burgoyne continued, “For the sake of my family and our stability given the  
2 options presented, I believe it best to resign with an appropriate 2 year severance package  
3 plus medical insurance, as well as reimbursement for costs incurred of approximately  
4 \$50K for the architectural outstanding invoices for improvements to our home, which are  
5 now deemed worthless.”

6 353. Burgoyne added, “I believe a statement of mutual non-disparagement that the  
7 elders and I sign be crafted; honoring our parting of ways.”

8 354. On or around September 14, 2022, in response to Burgoyne’s email and  
9 counteroffer, the Elders responded that they would not give Burgoyne two-year severance.

10 355. The Elders’ email continued, “[Burgoyne], at this point we are left with two  
11 options as it is clear restoration is not the path you are choosing: 1. Resignation with  
12 Severance or 2. Congregational Business Meeting,” and outlined the ramifications of  
13 accepting either decision. The Elders’ email demanded a response by 6:00 p.m. that  
14 evening.

15 356. Shortly after receiving the Elders’ email, Burgoyne asked for an additional day  
16 to respond to the Elders’ email. The Elders’ approved his request and provided Burgoyne  
17 until 12:00 p.m. on September 15, 2022 to decide.

18 **Burgoyne Seeks Solace with Trusted Congregants**

19 357. On or around September 14, 2022, two Congregants close to Burgoyne contacted  
20 him to express their concern and asked where he had been. After being out of the pulpit  
21 for weeks, Burgoyne decided that it was time to break the silence and met with the  
22 Congregants on September 14, 2022. Privately, he informed them of the events that had  
23 transpired over the past few weeks.

24 358. Believing that the Constitution was being usurped by the Elder Counsel and  
25 Burgoyne was being isolated and extorted, the Congregants planned an immediate  
26 intervention for September 15, 2022 to discuss what had happened.

27 ///

28 ///



1 **Burgoyne Breaks the Silence During a Meeting Held at the Local Raquet Club**

2 364. On or around September 15, 2022, two Congregants held a meeting at Rolling  
3 Hills' Raquet Club with approximately 25 family members and friends. At the meeting,  
4 Burgoyne spoke about what had occurred over the past several weeks and his concerns  
5 regarding RHCC.

6 365. At the meeting, three fulltime RHCC staff member Artino and Pastors Nate  
7 Andre and John Thill were present. Unhappy Thill took copious notes during the meeting.

8 366. Artino informed Burgoyne that a Congregational Meeting would be announced  
9 Sunday and would take place on October 2, 2022.

10 **In Response, RHCC Published Defamatory Statements About Burgoyne on Its**  
11 **Website**

12 367. On or around September 16, 2022, Rolling Hills published a statement to the  
13 entire world *via* the World Wide Web on their website. The statement read:

14 RHCC Family,

15 It grieves us to have to send this email to you and we believe it grieves  
16 the Lord as well. Over the last two days you may have heard from  
17 Pastor Dan Burgoyne, or others, that the elders have been in a process  
18 of correction and restoration for him. Over the past several months,  
19 according to Matthew 18, Pastor Dan was approached one-on-one,  
20 then by 2-3 individuals. After he dismissed their concerns, the  
21 ***individuals brought their concerns to the elders, who then***  
22 ***approached Pastor Dan. These allegations***, which were not sexual in  
23 nature, ***were brought forward by multiple pastors, directors, staff***  
***members, congregants, as well as elders***. After many hours of prayer,  
discussion, and outside counsel, the 10 elders of this church  
unanimously agreed that Pastor Dan was in need of correction and  
restoration.

24 Pastor Dan was presented with the evidence and a restoration plan.  
25 We informed Pastor Dan that our desire was not to harm or shame  
26 him, which is one of the reasons we asked for the contents of the  
27 meeting and document to remain confidential to preserve Pastor Dan,  
28 his family and the church. Pastor Dan signed a confidentiality  
agreement that night and the next day signed the agreement to go  
through the restoration process plan which he also agreed to keep

1 confidential. Days later, he provided us a letter saying he rescinded  
2 his signature on the restoration process plan as he believed Matthew  
3 18 was not done, but the elders showed and explained to him  
4 numerous times that Matthew 18 had been completed and that this was  
the final step of the discipline process.

5 The following week, Pastor Dan came before the elders and presented  
6 his perspective. After giving Pastor Dan an hour and a half of  
7 uninterrupted time to share, the elders were saddened by the fact that  
8 Pastor Dan denied responsibility for almost everything that had been  
9 presented to him. Once again, all 10 elders unanimously agreed that  
10 correction and restoration was still needed for Pastor Dan. The elders  
11 presented to Dan three options: submit to the restoration process,  
12 resign, or a congregational vote for removal from his position as  
13 Senior Pastor. The elders have wanted to see repentance and  
14 restoration but let Dan know that if his conviction doesn't allow him  
15 to agree to the restoration process, then he should resign. As we said  
16 in an email to Pastor Dan: "We love you and we love your family. We  
17 know that it was not easy moving your family here and we don't want  
18 to position you in a way that brings harm to yourself, Joy and the kids.  
19 For this reason, the elder board has unanimously agreed that if you  
20 choose to take the path of resigning, we will provide for you a 1-year  
21 severance of pay and medical so that you may provide for your family  
22 and to help you transition to what the Lord has next for you." The  
following day (Wednesday, September 14) we received an email from  
Pastor Dan stating "I believe it best to resign with an appropriate 2-  
year severance package plus medical insurance...I believe a statement  
of mutual non-disparagement that the elders and I sign be crafted;  
honoring our parting of ways." Pastor Dan also asked for loan  
forgiveness for money he used for improvements to his home in  
Rolling Hills. We informed Pastor Dan that the severance package he  
asked for totaled about \$650,000 which would put staff positions,  
missionaries and ministries at risk.

23 After we rejected his desire for a \$650,000 exit package, we heard  
24 from congregants that an off-campus meeting was being held for  
25 Pastor Dan to address some members of the church. A number of staff  
26 members attended the meeting, as representatives of the church,  
including Pastor John Thill. Here is Pastor John's experience from last  
night's meeting and overall experience of working with Pastor Dan:

27 ///

28 ///

1 I (Pastor John Thill) have been a pastor for over 55 years, at  
2 RHCC since 2009. I join this letter because I can no longer  
3 support Pastor Dan’s vision for RHCC or his actions and  
4 attitudes with congregants, staff and elders. Dan was insistent  
5 on moving us to an elder run church, which I agree is the  
6 Biblical model. With this model all of us must submit to the  
7 elders ‘as they live under that authority of the Word’  
8 (Hebrews 13:17). ***Pastor Dan is in rebellion*** against all 10 of  
9 the elders. I have been in numerous elder meetings and can  
10 testify that ***Pastor Dan is not accurately representing either***  
11 ***the motives or the actions of the elders***. I have been contacted  
12 by numerous congregants and staff seeking counsel on how  
13 to deal with serious concerns about Dan’s leadership. His  
14 continual public repose to those who talk with Him is; “there  
15 are many exits at this church, you are free to leave.” This is  
16 not the response of a Biblical Pastor. I am his peer  
17 professionally, having been a pastor many more years than  
18 He, I do not have confidence in the way he deals with  
19 congregants, staff or elders. On Thursday night Sept. 15 I  
20 attended a public meeting called by some of Pastor Dan’s  
21 supporters. I sat through the meeting ***hearing Dan give***  
22 ***inaccurate information, misrepresenting people who he said***  
23 ***agreed with him against the elders when I know for certain***  
24 ***they do not***, inciting the attenders to rise up against the elders,  
25 rather than going to them to seek information and express  
26 their concern about how they were dealing with Dan. This is  
27 not behavior I can support and I call out my peer in ministry  
28 for sowing discord among the body for personal reasons. The  
most telling part of the meeting was at the end when I raised  
my hand and requested to ask a question. His response was to  
deny my yet unidentified question, falsely accuse me and  
demand I leave the room. This is not the action or attitude I  
can support in a partner in ministry. I invite any questions you  
may have of me – 310.521.2546, jthill@rhcc.net. I work part-  
time and am in the office Monday – Thursday, 6:30am-  
12:00pm.

RHCC family, I know that you may be hearing one side of the  
story from Pastor Dan, and it grieves us to say this, but ***Pastor***  
***Dan is not being truthful in many of the things he’s sharing.***  
Proverbs 6:19 outlines one of the things that the Lord hates:  
“***a false witness*** who breathes out lies, and one who ***sows***

1            *discord* among brothers.” Unfortunately, this is the path that  
2 Pastor Dan has decided to take instead of submission to the  
3 correction brought before him. I encourage you to not cast  
4 judgment until you have heard both sides. “The one who  
5 states his case first seems right, until the other comes and  
6 examines him” (Proverbs 18:17). We know this may come as  
7 a shock to many of you and we want you to know that our  
8 elders love and care for you and are available to meet with  
9 you to address your concerns and share more details that led  
10 to this point. To schedule a meeting, please email  
11 elders@rhcc.net. Pastor Dan has mentioned that he is  
12 “bringing things to light” as if the elders were hiding things  
13 in the darkness. The goal of the Matthew 18 process and  
14 church discipline is to restore and not harm. Our hope was  
15 that this process could have been done in a way to preserve  
16 and protect Pastor Dan, his family and the church. Since  
17 Pastor Dan has decided to *publicly make deceitful claims*, we  
18 invite you once again to come and meet with your elders to  
19 hear from the men who have spent extensive time and effort  
20 to protect the church and restore Pastor Dan.

21 Elders are accountable before the Lord to shepherd and protect the  
22 flock, which is why we took seriously the numerous allegations that  
23 were brought to us by staff, congregants and elders. The book, Biblical  
24 Eldership, says “No part of Christian ministry is more difficult than  
25 investigating and disciplining sin, especially the sin of a church leader.  
26 One can easily think of a thousand clever excuses for evading the  
27 discipline of a church leader.” The elders could have taken the easy  
28 route by downplaying the allegations and making excuses, but once  
again, elders are accountable before the Lord for what they choose to  
do and what they choose not to do. The elders have nothing to gain by  
doing this, other than knowing that it is the biblical thing to do.

Although Pastor Dan could have refused, he signed a separate  
agreement on August 31, that he would not share any of the  
information from that night’s meeting with others. The agreement  
continues by stating that if Pastor Dan chose to share information  
privately or publicly that it would be considered Pastor Dan’s  
immediate resignation. As of last night, we have witnessed Pastor Dan  
publicly break this agreement and thus the elder council is accepting  
Pastor Dan’s immediate resignation according to the agreement he  
willingly signed.

1 In the days and weeks ahead, we will be speaking with congregants  
2 and staff to address any concerns regarding the future. We as an elder  
3 board ask that you continue to act in a way that honors the Lord by not  
4 slandering or spreading rumors. Please trust and have faith that the  
5 elder board is seeking and following the Lord for His wisdom and  
6 guidance as we move forward in doing what is best as we continue to  
7 shepherd His flock. I would like to remind you that this is not our  
8 church but that this is the Lord's church. God has been faithful to  
9 Rolling Hills Covenant Church for over 60 years and will continue to  
10 do His amazing work for His glory.

RHCC Elder Board”

### **Burgoyne is Wrongfully Terminated**

11 368. On or around September 16, 2022, Clyde LaGue, on behalf of Defendant, sent  
12 Burgoyne a letter terminating him. In Defendant's letter, Defendant wrote:

13 a. “According to the terms that you signed on August 31, 2022 and on  
14 September 1, 2022, [Defendant] accepts your immediate resignation as Senior Pastor for  
15 publicly and privately sharing the confidential information you agreed not to disclose.  
16 Your final day of employment at [Defendant] is Friday, September 16, 2022. Your final  
17 check and vacation payout is being mailed to your home in Rolling Hills, CA.”

18 b. “Your office and belongings will be packed up and delivered to your home  
19 at a time of your choosing. We ask that you return your church issued laptop, keys, and  
20 any other church equipment.”

21 c. A copy of this letter is submitted herewith as **Exhibit 15**.

### **Burgoyne is Cut off from Pay, Health Benefits, and Shared Equity Program**

22 369. On or around September 17, 2022, Burgoyne heard a knock at his door. Delivered  
23 to him *via* certified mail, were two checks. One for half his final pay period and another  
24 for a lump sum vacation payout. Burgoyne's benefits also ceased at the month's end.  
25

26 370. At this time, all payments pursuant to the RHCC Equity Share Program for the  
27 remodel of the Burgoyne's home – which were due and owing pursuant to contract –  
28 ceased, leaving outstanding architect, builder, and survey invoices.





1 Gentleman, does that process seem like Jesus? In John 15:12 Jesus  
2 says, This is my commandment that you love one another as I have  
3 loved you.” We are all supposed to exemplify Christ. Does this appear  
glorifying to Jesus?

4 There is another matter I have grown deeply troubled with. That is the  
5 elders apparent **willingness to publicly humiliate or shame me for**  
6 **not accepting the allegations** of discipline that were listed on the Aug  
31, “Pathway forward for Pastor Dan” document.

7 I have a growing concerned (sic) that because I have not accepted the  
8 charges, **I am being publicly disgraced, defamed and possibly**  
**slandered.**

9 The most serious of the charges in the document are financial. Poor  
10 financial stewardship is a serious allegation and I have no access to  
11 accounts, I can sign no contracts and I don’t know where we bank.  
12 The Senior Pastor is kept away at RHCC from any and all financial  
13 transactions and my signature is on no contracts. I believe you are  
14 making me bear an allegation that is not true and I do not want to be  
retaliated against for the real financial issues I have raised since my  
hire.

15 As you know, June 1 of 2021, a few weeks into my employment, I  
16 raised real financial concerns asking for a separate certified CPA firm  
17 (new to RHCC) to be chosen by the elders and CFO to perform a full  
18 or two quarter audit of the 2019-2020 books. I requested the auditors  
19 be made available to the leadership for questions on accounts, internal  
controls, accounting and best practices and the findings be placed in  
the minutes.

20 I also recommended the need for actionable and measurable standards  
21 of review for the legal, Human Resource, payroll and business  
22 operations compliance having heard significant terms from the  
23 business office such as, “possible legal and auditing implications to  
24 new hires, my hire and outgoing hires.” Or, “IRS audits and  
implications,” and further, “legal implications” and “California Law”  
codes.

25 **The lack of financial controls are and have been very concerning**  
26 **to me and I have raised these issues repeatedly with the board. To**  
27 **date we still have not done audits** for the 2019-20, 2020-21 or 2021-  
28 **22 year as I’ve asked. We have not done the forensic audits** as  
requested and there are real indications of **possible negligence**, or  
**mismanagement of church funds without the elders documenting**

1           **what has been reported for member transparency.**

2           I believe these financial concerns I have been raising need to be  
3           addressed with the congregation as a whole. Brought up with the entire  
4           body as to keep all matters in the light. At this point, I believe we need  
5           an immediate outside investigation from an outside auditor and  
6           investigator.

7           **When it comes to the Senior Pastor of Rolling Hills Covenant**  
8           **Church, we need to follow the Constitution, Article Two,**  
9           **regarding the Role of the Senior Pastor that is specifically**  
10           **directive as to what is to take place. I have not resigned.** If you  
11           insist on a vote, the people have the right to hear both sides of the  
12           conflict in order to make a right and biblical decision regarding their  
13           Senior Pastor.

14           I believe we all need a timeout to work together and address the issues  
15           outlined above for the good of the body and the name of Christ.

### 16           **LaGue Takes the Stage and Defames Burgoyne**

17           373. On or around September 18, 2022, at Sunday Worship, LaGue spoke publicly  
18           about Burgoyne. But LaGue spoke not only to the Congregation, but the entire world via  
19           the World Wide Web when the Elders and RHCC posted a video of LaGue’s speech online  
20           for all to see. As of the filing of this complaint, this video remains available for all to see.

21           374. As a part of LaGue’s speech, he – knowingly, intentionally, and with malice –  
22           shared false, disparaging, and defamatory information about Burgoyne.

### 23           **Pastor Thill Defames Burgoyne by Video**

24           375. On or around September 20, 2022, Pastor Thill posted a video online for the entire  
25           world to see *via* the RHCC website. RHCC also emailed this live link to their entire email  
26           distribution list (which includes thousands who are neither members, nor Congregants)  
27           with a link to “Frequently Asked Questions” regarding Burgoyne and his character. (see  
28           **Exhibit 16.**)

          376. As of the filing of this complaint, this video remains available online for all to  
          see.

          377. As a part of Thill’s speech, he – knowingly, intentionally, and with malice –  
          shared false, disparaging, and defamatory information about Burgoyne.





1 These Elders, at various times and ways, became concerned about Dan  
2 and not just the style of ministry, but the controlling spirit that seemed  
3 intent on prevailing. Dan was strong with the Word of God but he  
4 never seemed to offer a path to reconcile. It always seemed that those  
5 who didn't like things should leave. Truth needs grace or it is only a  
6 hammer to be used against those who don't conform. Too many have  
7 felt the hammer and have either left or withdrawn. As has been  
8 described in the notes that Dan himself made public, multiple efforts  
9 have been made to help Dan hear and understand the wounds he is  
10 causing. Elders have encouraged congregants to talk with Dan and  
11 hear their concerns. They have addressed the concerns with him  
12 themselves. This was not just style it was the missing message and  
13 practice of grace. These concerns were not just by congregants but by  
14 ministry team and ministry staff as well. Elders could not continue as  
15 Elders before the Lord without responding to these concerns. It  
16 reached the point that Elders felt it could not continue without change  
17 on Dan's part. This is a very hard step for Elders who are only servants  
18 who love the church, and love Dan and want him to succeed. Every  
19 effort was made to do this in confidence so that the Dan's reputation  
20 was preserved, and the problems addressed. We have learned in the  
21 last week, this is a pattern of Dan with other churches. There is the  
22 realization of how important this was for Dan and his future ministry,  
23 not only at RHCC, but other potential churches. Dan needs to hear and  
24 respond to the concerns. If you truly love Dan, you need to encourage  
25 him in genuine submission and seeking the Lord to transform him and  
26 his ministry. He has enormous gifts but they will be self-defeating if  
27 he does not grow.

19 There is a question Jesus asked to a man paralyzed by the pool of  
20 Bethesda as described in John 5:1-9. Jesus asked the paralyzed man,  
21 "Do you want to be healed?" To me that seems such an obvious  
22 answer, but the reality is it isn't an obvious (sic) answer. It was the  
23 question of the Elders to Dan, "Do you want to get better as a Pastor?"  
24 There was a plan to do that. If Dan didn't want to be helped, there was  
25 a one-year generous offer if he resigned. This was not manipulation  
26 or a got-you trap, but a decisive statement that things cannot go on as  
27 they are.

26 Dan's publication of the notes and his cry to all who could hear to rise  
27 up and resist the Elders is the very illustration of his fundamental  
28 problem. It is not only the worst possible and most divisive action by  
Dan, it also reflects the very problem Dan has. Dan would not even  
submit in keeping things confidential. He has shared all the

1 information which in my opinion only illustrates the parts of his  
2 character that need to change. I have seen in the Elders the agony that  
3 this conflict has caused them. Yet they have remained gentle and  
4 strong. Pray for them and encourage them.

5 I also want to address another concern Dan has raised. His latest video  
6 suggests there is financial corruption at RHCC and he has been turned  
7 upon because he tried to bring it to the light. Few things are potentially  
8 more devastating to a church than suggesting there is fraud with  
9 monies given to the Lord Jesus through the church. It is to this  
10 question I bring almost 27 years of experience. There is an important  
11 division of financial authority between the Business Office and the  
12 Senior Pastor. This is wise and important for all concerned. In my  
13 years of ministry at RHCC I made it my goal to fully understand the  
14 budget and financial resources of the church. I wanted to know as  
15 much as anyone else. I can tell you by close observation the Business  
16 Office has handled funds with the highest integrity, and I think  
17 important to note, with full transparency. Every week a Financial  
18 Secretary's Report gives the exact amounts of money given to General  
19 Fund and other funds. Every month a Treasurer's Report is issued that  
20 accounts for every dollar given or spent. You can go line by line to  
21 each of the accounts. Nothing is hidden, all is transparent. Full audits  
22 are done at least every three years, and partial audits in other years. A  
23 full audit is over \$40,000 and in the opinion of many, myself included,  
24 not needed every year. Every time there was an audit I as Senior Pastor  
25 was given a copy of the audit. I can tell you our Business Office has  
26 continually met the highest standards. Never has there ever been a  
27 whisper of question of integrity. This is an office that handles easily  
28 up to 10 million dollars a year with biblical and industry standard  
excellence.

It is grievous without any substance in fact to question the integrity of  
the Business Office. Even the language of calling for a "forensic"  
audit creates the sense of that something wrong that will be  
discovered. I pray this allegation is immediately withdrawn. Thanks  
for letting me address these concerns of the character of the Elders and  
the integrity of the Business Office. I wish it were different but Jesus  
honors those who minister with grace and truth together. The Elders  
in a severe test have done that. Uphold them and pray for them. And  
trust that Jesus has this. As you walk with Jesus He will protect and  
move. This is His church the rest of us are just temporary stewards.  
Look up church, Jesus has this.

1 **Burgoyne's Efforts to Mediate are Met with Silence**

2 389. On or around September 24, 2022, Burgoyne continued to suggest mediation to  
3 resolve the issues between him and Rolling Hills. Sadly, none of the Elders responded.

4 **Burgoyne Pleads For Assistance from the Elders**

5 390. On or around October 1, 2022, Burgoyne emailed Evans and Lenders, pleading  
6 for help, writing:

7 "Dear Sam,

8 I am writing this note this morning because I've had great admiration  
9 and respect for you and Rod from our first connection via Zoom.

10 This note is a difficult one to write as Joy and I have been greatly  
11 distressed at the extreme indignities of being publicly shamed through  
12 verbal accusations and written publications recently broadcast to the  
13 whole world. If the intention was to cause severe humiliation, isolation  
14 and rejected to the entire Burgoyne family, the church has succeeded.  
15 We have been prevented from providing any meaningful response  
16 before the body and we've never felt more intimidated or suffered  
17 such severe mental and emotional anguish.

18 When I was informed as a candidate that you and Rod requested an  
19 initial urgent Zoom meeting to disclose and explain the recent  
20 calamity's of Rolling Hills Covenant Church, what was left out was  
21 the potential destruction that could be unleashed upon our family and  
22 future ministry. While it was shared how difficult the past few years  
23 had been, I was never under the impression that the history of RHCC  
24 had also been destructive and injurious to many former elders,  
25 chairman and pastors.

26 Do you remember our first dinner at Terranea Resort with our wives?  
27 It was significant to Joy and me because we listened to Karen and  
28 Kristen Lenders describe the recent misuse and debasement of the  
29 congregations misconduct to their husbands. The damage and  
30 wounding was injurious enough that Karen wanted to leave the church  
31 upon the affirmation of the Senior Pastor's vote. The Lenders said it  
32 had been the worst five years of their life and everyone agreed it was  
33 trauma on their marriage.

34 From these accounts, we recognized we could not come if you (and  
35 Karen) would not walk the journey and stay beside us for our first year  
36 at RHCC. We believed Rod and Kristen would walk the journey and  
37 we humbly requested that you (and Karen) would remain for one year



1 during our transition. You agreed and on the authority of your word,  
2 we accepted the position and began a few months early, as you had  
3 requested based upon the state of the church.

4 Upon my earliest arrival, I recognized the stress you were under. The  
5 tape you would wrap around your fingers, while pulling your fingers  
6 apart with the adhesive; the letters you received and carried around  
7 with you that were defamatory and ugly; the previous candidates  
8 notes, the old CBM's, the phone calls and some of the meetings I sat  
9 through with you, recognizing the abundance of others willing to  
10 assassinate your character. Two of the former "splant" personalities  
11 still had offices on the church grounds and it was shared with me the  
12 staff was deeply fractured in doctrine, personality and practice.

13 Early on, it was my desire to see you have a sabbatical, hoping rest  
14 would initiate healing and strength for both of you for the upcoming  
15 transitional year. However, within a few weeks of your arrival back  
16 to RHCC, you resigned, packed up your life and moved out of the  
17 area. I get it but It was a huge loss to Joy and me.

18 I have been reflecting on your very recent e-mail along with the  
19 commitments you had made for our initial incoming arrival. How  
20 unfair I believe the recent words you wrote are. You've never shared  
21 any of that information with me. Zero. Now, while we are under  
22 duress, you write, after having been gone from the commitments we  
23 were counting from you for over a year? Joy and I have been believing  
24 the best of you and it is heart-wrenching to see you pile on with others  
25 who have done great harm, at their one-sided testimony.

26 You and Rod tasked the incoming pastor with bringing Biblical  
27 change to a church that you both articulated was in great peril. You  
28 made clear that you needed a Bible guy with strong leadership and  
preaching gifts to lead the church out of crisis. You appealed to us to  
do it for Jesus and RHCC. We did as you asked. We moved our family  
and for it, you've abandoned us to excommunication, publicly shamed  
us and cut off our salary.

How deeply painful to have believed you and Rod, committed  
ourselves to RHCC, moved our children, to now discover that we have  
become the sin-eaters for a community with a history of doing this  
over and over again.

Sam - my brother in Christ, I believed you. I gave you the benefit of  
the doubt in all you shared. I did what you asked to the best of my  
ability. Not perfectly, remaining a deplorable sinner, but loving Jesus

1 wholeheartedly. For it, we are disgraced and discarded and in all this,  
2 Joy and I have yet to receive a call from you checking on our family.

3 There is always a second side to the story and we've received no  
4 benefit of the doubt having the men we relied on to protect us. We  
5 trusted you. We honored you. Never have the accounts that you have  
6 heard been accurate. We have great respect for you and are frankly  
7 stunned at the lack of Biblical application, which is to be followed,  
8 from any of the men addressing us. We expect more from those who  
9 truly know the word of God to apply it properly. This is a disgrace to  
10 the Lord and to the church. The Bible has not been properly followed  
11 and for it, I am the one being publicly shamed, disgraced and  
12 abandoned in the name of justice for RHCC.

13 I would implore you to intervene on this behavior as every attempt we  
14 have made has gone unheard. We both remain available to speak and  
15 Joy and I would be grateful if you would sit and help mediate recent  
16 events.

17 **Additional Defamatory Statements Are Made by Evans About Burgoyne Following**  
18 **His Termination**

19 391. On or around October 2, 2022, Evans spoke to the congregation as a whole. His  
20 sermons in their entirety (given at both the 9:00 and 11:00 a.m. services) were related to  
21 Burgoyne and accusations against him. In his sermon, Evans made statements about  
22 Burgoyne that were false, disparaging, and defamatory.

23 392. But Evans spoke not only to the Congregation, but the entire world *via* the World  
24 Wide Web, when the Elders and RHCC posted a video of Evans' speech online for all to  
25 see.

26 **Joy Burgoyne Meets the Lenders re The Defamatory Materials Posted Online**

27 393. On or around October 22, 2022, Joy Burgoyne met with the Lenders. In a show  
28 of good faith, Joy offered to take down any videos that Burgoyne had posted regarding his  
termination and his concerns related to RHCC. In response, Elder Lenders agreed to ask  
the Elder Board to take down all materials posted on RHCC's website.

394. Joy explained that these videos publicly maligned Burgoyne and would almost  
certainly work to prevent him from finding meaningful employment.

1 395. Lenders stated that if Burgoyne had submitted to the elders, none of this would  
2 have happened. It was believed it was Burgoyne's own fault that his family had been  
3 abandoned and cast out of the church.

4 396. Joy also asked why there could not be a dialogue between Burgoyne and the Elder  
5 Board and why Burgoyne could not speak separately with any Elder. Elder Lenders  
6 responded, "you know [LaGue]. He is not articulate like [Burgoyne]. He gets frazzled and  
7 cannot stand up to [Burgoyne]. He'll be made to feel embarrassed in front of the Board  
8 and would have none of that.

9 397. Joy replied, "but without dialogue or discussion you can't get to the truth."  
10 Lenders reiterated: "Burgoyne must submit."

11 **Burgoyne Learns that RHCC's Defamatory Statements About Him are Still Posted**  
12 **on Their Website and Publicly Available Elsewhere on the Internet**

13 398. On or around November 25, 2022, Burgoyne learned that Rolling Hills' prior  
14 posts about Burgoyne were still on their site under a different weblink. Burgoyne wrote to  
15 each Elder individually:

16 Last night it was pointed out to me by my children that this page  
17 [https:// rollinghillscovenant.com/danburgoyne](https://rollinghillscovenant.com/danburgoyne) remains available live  
18 on the church website regarding my name. It is important to my family  
19 to know if you approved this and understood this was this case?

20 While initially, for a short time this information was entirely removed,  
21 as we removed ours...today a new or existing page of Dan Burgoyne  
22 has been authorized, made live and attached to the RHCC website for  
23 anyone who knows where to look. It appears it went live around my  
24 Birthday.

25 In effect, this creates a shifty way to allow all internet search engines  
26 to seize this active information optimized from your website and  
27 display it under any search of my name.

28 Right now, a search of my name from google, has an active page from  
RHCC predominately displayed that remains disparaging. This is  
because the web page from RHCC has been re-activated on Dan  
Burgoyne and remains live. We took our information down entirely as  
Joy committed to Rod to do.

///

1 Whether you understood this remains in question. I am praying for the  
2 sake of my family's heart as well as my own that you did not.  
3 However, anyone who knows the internet and re-activated this for its  
4 public use, understood fully what they were doing.

5 I am requesting that by 10:00 a.m. Nov 26th (tomorrow morning) this  
6 page be deactivated from the RHCC website and fully taken down.  
7 The clarity as to your response is meaningful to our whole family.

**LaGue Promises to Take Down the Posts**

8 399. On or around November 25, 2022, Clyde LaGue responded to Burgoyne's email  
9 (copying every Elder) and writes:

10 This was the original page we created well before your birthday.

11 It was renamed when we unlinked the page from our web site.

12 Unfortunately the google search engine crawlers that periodically  
13 search all websites to build search indexes discovered the renamed  
14 unlinked page recently, even though there are no links to it on any  
15 RHCC web pages.

16 We will resolve the issue tomorrow.

17 We also ask that you change the statement on your "About" page  
18 regarding still being the Sr Pastor of RHCC (  
19 <https://www.pastordanburgoyne.com/about-5>):

**Burgoyne Affirms his Role as Senior Pastor**

20 400. On or around November 26, 2022, Burgoyne follows up with Elder Lenders:

21 The e-mail below was received in response to my note. Thank you for  
22 addressing it. We also have continued to keep our information down.  
23 It hits no search sites. I will await the impact of the RHCC information  
24 republished and conscripted by the search engines.

25 In regards to the response of Clyde to the Senior Pastorate, per  
26 RHCC's constitution and my conviction, I remain the Senior Pastor of  
27 RHCC. In no way do I believe a forced or wrongful termination  
28 removes me from that role.

///  
///  
In recognizing the board's desire to move on, I am willing to seek an  
amicable agreement that brings peace and benefits all.

1 **As of the Filing of This Complaint, The Defamatory Videos Remain on the RHCC**  
2 **Website, Searchable, and Available on Third Party Sites**

3 401. RHCC did not keep its word. The Elders did not remove the defamatory videos  
4 from their the RHCC website, where it remains as of the filing of this complaint. Even  
5 worse, is that this failure caused said content to be picked up by third party sites, where  
6 the content remains available as of the filing of this complaint.

7 **Damages**

8 402. *Economic damages:* As a consequence of defendants' conduct, plaintiff has  
9 suffered and will suffer harm, including lost past and future income and employment  
10 benefits, damage to his career, and lost wages, overtime, unpaid expenses, and penalties,  
11 as well as interest on unpaid wages at the legal rate from and after each payday on which  
12 those wages should have been paid, in a sum to be proven at trial.

13 403. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff has  
14 suffered and will suffer psychological and emotional distress, humiliation, and mental and  
15 physical pain and anguish, in a sum to be proven at trial.

16 404. *Punitive damages:* The conduct of the Individual Defendants constitutes  
17 oppression, fraud, and/or malice under California Civil Code section 3294, entitling  
18 plaintiff to an award of exemplary and/or punitive damages. As to the Entity Defendants,  
19 please note that Burgoyne, at the appropriate time, intends to seek relief under Cal. Code  
20 Civ. Proc. section 425.14 to add a prayer for punitive damages.

21 a. *Malice:* Defendants' conduct was committed with malice within the meaning  
22 of California Civil Code section 3294, including that (a) defendants acted with intent to  
23 cause injury to plaintiff and/or acted with reckless disregard for plaintiff's injury and/or  
24 (b) defendants' conduct was despicable and committed in willful and conscious disregard  
25 of plaintiff's rights, health, and safety.

26 b. *Oppression:* In addition, and/or alternatively, defendants' conduct was  
27 committed with oppression within the meaning of California Civil Code section 3294, as  
28 it was "despicable" and subjected plaintiff to cruel and unjust hardship, in knowing

1 disregard of plaintiff's rights.

2 c. *Fraud*: In addition, and/or alternatively, defendants' conduct, as alleged, was  
3 fraudulent within the meaning of California Civil Code section 3294, causing plaintiff  
4 hardship and deprive plaintiff of legal rights.

5 405. *Attorneys' fees*: Plaintiff has incurred and continues to incur legal expenses and  
6 attorneys' fees.

7  
8 **FIRST CAUSE OF ACTION**

9 **Defamation Per Quad / Per Se (Slander & Libel)**

10 (Cal. Civ. Code §§ 44, 45, 46; *Kelly v. General Tel. Co.* (1982) 136  
11 Cal.App.3d 278; *Mercado v. Hoefler* (1961) 190 Cal.App.2d 12;  
12 *Frances T. v. Village Green Owners Ass'n* (1986) 42 Cal.3d 490;  
13 *Asahi Kasei Pharma Corp. v. Actelion Ltd.* (2013) 222 Cal.App.4th  
14 945; *Wyatt v. Union Mortgage Co.* (1979) 24 Cal.3d 773; *Seagate*  
15 *Tech. v. A.J. Kogyo Co.* (1990) 219 Cal.App.3d 696; *Oren Royal*  
16 *Oaks Venture v. Greenberg, Bernhard, Weiss & Karma, Inc.* (1986)  
17 42 Cal.3d 1157)

18 **Against All Defendants and DOES 1-100, Inclusive**

19 406. Plaintiff repeats, realleges, and incorporates by reference the allegations  
20 contained in all paragraphs set forth above and below, as though fully stated here.

21 407. This Cause of Action is brought directly against defendants RHCC, Evans,  
22 LaGue, and Thill, and under the theory of Civil Conspiracy as to Tabari and  
23 Knickerbocker.

24 408. For clarity, relief is sought for the statements below *only* as they are posted online  
25 for the entire world to see. Stated otherwise, relief is *not* sought for these statements as  
26 they were made *solely* to the Congregation.

27 ///

28 ///

1       409. **On or around September 16, 2022, Defendants – knowingly, intentionally,**  
2 **and with malice – falsely published a letter on the RHCC website for all on the**  
3 **internet to read.<sup>4</sup> In part, said letter stated:**

4           a. “Over the past several months, according to Matthew 18, Pastor Dan was  
5 approached one-on-one, then by 2-3 individuals. After he dismissed their concerns, the  
6 individuals brought their concerns to the elders, who then approached Pastor Dan. These  
7 allegations, which were not sexual in nature, were brought forward by multiple pastors,  
8 directors, staff members, congregants, as well as elders.” (**Exhibit 17.**)

9           b. “Pastor Dan denied responsibility for almost everything that had been  
10 presented to him.”

11           c. “Pastor Dan is in rebellion against all 10 of the elders.”

12           d. “I have been in numerous elder meetings and can testify that Pastor Dan is  
13 not accurately representing either the motives or the actions of the elders.”

14           e. “I have been contacted by numerous congregants and staff seeking counsel  
15 on how to deal with serious concerns about Dan’s leadership.”

16           f. “Dan give (sic) inaccurate information, misrepresenting people who he said  
17 agreed with him against the elders when I know for certain they do not, inciting the  
18 attenders to rise up against the elders, rather than going to them to seek information and  
19 express their concern about how they were dealing with Dan.”

20           g. “I call out my peer in ministry for sowing discord among the body for  
21 personal reasons.”

22           h. “His response was to deny my yet unidentified question, falsely accuse me  
23 and demand I leave the room.”

24 ///

25 ///

26 \_\_\_\_\_  
27 <sup>4</sup> This letter was also sent out on an email blast to thousands of individuals who were neither members,  
28 nor Congregants. This includes Church contractors, vendors, and drivers, essentially anyone who does  
business with the Church.

1 i. “Pastor Dan is not being truthful in many of the things he’s sharing. Proverbs  
2 6:19 outlines one of the things that the Lord hates: “a false witness who breathes out lies,  
3 and one who sows discord among brothers.” Unfortunately, this is the path that Pastor Dan  
4 has decided to take instead of submission to the correction brought before him.”

5 j. “Since Pastor Dan has decided to publicly make deceitful claims ...”

6 k. “No part of Christian ministry is more difficult than investigating and  
7 disciplining sin, especially the sin of a church leader. One can easily think of a thousand  
8 clever excuses for evading the discipline of a church leader.”

9 l. “As of last night, we have witnessed Pastor Dan publicly break this  
10 agreement and thus the elder council is accepting Pastor Dan’s immediate resignation  
11 according to the agreement he willingly signed.”

12 **410. On or around September 18, 2022, defendant Clyde LaGue – knowingly,**  
13 **intentionally, and with malice – falsely stated:**

14 a. “Over the past several months, according to Matthew 18, Pastor Dan was  
15 approached one on one and, then, by two to three individuals. After he dismissed their  
16 concerns, the individuals brought their concerns to the elders who, then, approached Pastor  
17 Dan. These allegations, that were not sexual in nature, were brought forward by multiple  
18 pastors, directors, staff members, many congregants, as well as elders, speaking for  
19 themselves and for congregants who had approached them.” (**Exhibit 18**, 4:25-5:10.)

20 b. “Pastor Dan was in need of correction, discipline and restoration.” (*Id.* at  
21 5:14-15.)

22 c. “[C]haracter is revealed slowly over a long period of time and has been a  
23 growing concern from shortly after Pastor Dan’s hire.” (*Id.* at 5:18-21.)

24 d. “[F]rom your vantage point the accusations brought against the church and  
25 the elder board that there is information that is being withheld and needs to be brought  
26 into the light seem valid but there can be nothing further from the truth.”

27 ///

28 ///



1 e. “[W]e have witnessed Pastor Dan publicly break this agreement and thus the  
2 elder council accepted Pastor Dan’s immediate resignation according to the contract he  
3 willingly signed.” (*Id.* at 6:3-7.)

4 f. “If you haven’t already, we encourage you to read the letter that the elders  
5 sent out on Friday and is posted at rhcc.com by clicking ‘A message from the elders’ at  
6 the top of the page.” (*Id.* at 6:23-7:3.)

7 g. “There have been a lot of slanderous allegations made against the elders.”  
8 (*Id.* at 8:1-2.)

9 h. “[H]e must be a leader who cannot be accused of anything sinful because he  
10 has sustained reputation for blamelessness.” (*Id.* at 9:15-18.)

11 i. “What the elders presented to Pastor Dan in the restoration document were  
12 clearly examples of poor financial stewardship that were witnessed by multiple  
13 individuals.” (*Id.* at 12:15-18.)

14 j. “The fact that Pastor Dan is inferring that something financially malicious is  
15 going on is grievous, misleading and completely baseless accusation.” (*Id.* at 12:19-22.)

16 411. LaGue spoke not only to the Congregation, but the entire world *via* the World  
17 Wide Web when the Elders and RHCC posted a video of LaGue’s speech online for all to  
18 see. As of the filing of this complaint, this video remains available for all to see.

19 412. **On or around October 2, 2022, at the 9:00 a.m. worship hour, defendant Sam  
20 Evans – knowingly, intentionally, and with malice – falsely stated:**

21 a. “I have written something to the church but Diotrephes [(*i.e.*, Pastor Dan  
22 Burgoyne)], who likes to put himself first, does not acknowledge our authority. [¶ ... ¶]  
23 So, if I come, I will bring up what he’s doing, talking wicked nonsense against us and not  
24 content with that, he refuses to welcome the brother and stops those who want to and puts  
25 them out of the church. A poor leader can rob the church of its joy.” (**Exhibit 19**, 22:21-  
26 23:1.)

27 ///

28 ///

1           b. “There’s nothing commendable about Diotrephes. [¶ ... ¶] And as we look in  
2 the text, there are five keys to his life, five road signs of bad leadership. This is not a  
3 comprehensive list. But this is a list where leaders can fall short. Notice the switch in  
4 person, though. [¶ ... ¶] It’s starts with I, the elder. And he goes I. Did you notice that?  
5 Who likes to put himself first, he does not acknowledge our authority. He speaks badly  
6 about us. He’s refusing to submit to those over him. [¶ ... ¶] Two. He speaks wickedly  
7 against those who are over him in authority. He slanders them. Now, we might ask  
8 ourselves where’s Matthew 18 in this process? What word do they go to one on one? [¶  
9 ... ¶] What there's evidence of is he sent a letter to the church, but apparently, the church  
10 has not read it. It is also a matter of historical order. And what I mean by that, how did the  
11 events happen? The text tells us. He defied the elders. He made it public. He slandered  
12 them. He refused to obey them and put the elders in a position to call this out. [¶ ... ¶]  
13 Number four, he stops those who wants to welcome others. Bad leaders stop others from  
14 doing good. They build alliances. They bully. They use personal power, and they use force  
15 to exert their will. The church wants to do right but some are intimidated and so they bend  
16 to Diotrephes’ will. (*Id.* at 23:12-25:21.)

17           c. “You may have seen John Phills [ph] video. I encourage you to watch that.  
18 This is truth. We need to understand the truth. Byron -- Pastor Byron brought up something  
19 in his letter that I think was so important. Listen.” (*Id.* 26:10-14.)

20           d. “Ten godly men have arrived at a conclusion. They can not all be wrong. And  
21 when called to account, we must acknowledge their authority. It wasn’t done in secret. But  
22 there was efforts to save shame and embarrassment. But that wasn’t - not going to be  
23 allowed by this person.” (*Id.* at 26:15-20.)

24           e. “When we look at these five issues, none of them -- listen, this is important.  
25 Listen to me. None of the issues cover doctrine. There not saying he’s a bad preacher.  
26 They’re not saying you got the gospel all wrong. It’s not doctrine. He may be a fantastic  
27 preacher. That’s not the issue here. There are character flaws that have to be addressed.  
28 This bad example ought not to be emulated.” (*Id.* at 27:16-24.)

1 f. “When you see evil, don't imitate it. And it's pointing us back to the verses  
2 above. And it's saying, don't be like that. That's not who you are.” (*Id.* at 28:12-14.)

3 g. “Previously here, as publicly stated more than once, the elders are doing to  
4 me what they did to Dan -- to Sam. Let me tell you something. That's false. That is false.  
5 The elders never attached me.” (*Id.* at 30:9-12.)

6 **413. On or around October 2, 2022, at the 11:00 a.m. worship hour, defendant**  
7 **Sam Evans – knowingly, intentionally, and with malice – falsely stated:**

8 a. “We will meet Diotrephes [(*i.e.*, Pastor Dan Burgoyne)], who is a problem in  
9 the church ... we have a Diotrephes [(*i.e.*, Pastor)] or a bad leader in it.” (**Exhibit 20**, 5:10-  
10 19.)

11 b. “[B]ut Diotrephes [(*i.e.*, Pastor Dan Burgoyne)], who likes to put himself  
12 first, does not acknowledge our authority ... I will bring up what he's doing, talking  
13 wicked nonsense against us ... [a] bad leader and robbed the church of its joy. (*Id.* at 11:7-  
14 15.)

15 c. “Diotrephes [(*i.e.*, Pastor Dan Burgoyne)], started it by refusing to submit.  
16 He's to defy them. He made it public. He slandered them. He refused to obey them.” (*Id.*  
17 at 13:15-18.)

18 d. “Pastor Byron said something that is so critical to our current situation. ‘We  
19 are led by ten good trustworthy, godly, men who are walking in the truth. That is my  
20 testimony. I've seen them. I know them. Yes.’ Ten men who didn't fabricate something,  
21 who didn't do it in secret, who attempted to save the church from shame and  
22 embarrassment.” (*Id.* at 14:17-24.)

23 e. “The five issues we looked at, did you notice not one of them had to do with  
24 doctrine? Not one of them said he's a false teacher. He might be, for all we know, a  
25 powerful preacher. But he's not exhibiting the characteristics that are required of a good  
26 leader. If we want to encapsulate it, what is his sin? Pride. Pride said, ‘I will ascend to the  
27 most High. I will be like the most High. I am in charge.’ He's a bad example and one that  
28 should not be followed. Let's look at Versus 11 and 12. ‘Beloved, do not imitate evil. But

1 imitate good. Whoever does good is from God. Whoever dose evil has not seen God.  
2 Demetrius have received a good testimony from everyone and from the truth itself.’ We  
3 also had our testimony. And you know that our testimony is true. ‘Don’t imitate evil,  
4 imitate good.’ Imitate is ‘mimethai’ in the Greek. And here’s what it mean, ‘mimic.’ That’s  
5 where we get that word, ‘mimic.’ If you see anything evil, don’t be like that. Be like the  
6 good example. Follow Christ. Follow good.” (*Id.* at 15-23-16:20.)

7 f. “Don’t be like Diotrephes [(i.e., Pastor Dan Burgoyne)]. He’s pointing to the  
8 verses above. Don’t follow that. Watch out. Don’t do evil, do good.” (*Id.* at 16:21-23.)

9 g. “You may have seen -- and if you haven’t, I encouraged you to read the letter  
10 that the elders published. I was asked to contribute to that letter. But knowing that I was  
11 going to come here, I wanted to talk to you face to face. I wanted you to hear from me. I  
12 find no joy in bringing my testimony. But the person in question invoked my name twice  
13 publicly saying, ‘The elders are doing to me what they did to Sam.’ That is not true. These  
14 are ten good, godly, trustworthy men that I know and love and trust with my very life.  
15 They did nothing uncalled for.”

16 h. “I want to be clear about something. Listen carefully. I’m going to say it  
17 twice. It was not a sin issue. It was not sin. It was a character issue.” (*Id.* 19:4-6.)

18 414. Evans spoke not only to the Congregation, but the entire world *via* the World  
19 Wide Web when the Elders and RHCC posted a video of Evans’ speech online for all to  
20 see. As of the filing of this complaint, this video remains available for all to see.

21 **415. On or around September 20, 2022, defendant John Thill – knowingly,**  
22 **intentionally, and with malice – defamed Burgoyne.**

23 416. In Thill’s speech, he begins with the following: “For a few minutes, I would like  
24 us to bring charity and truth to the table. My authority is the Word of God. It’s not opinion.  
25 It’s not conjecture. It’s not uninformed gossip. 1 Timothy 5:19-20 puts it this way, ‘Do  
26 not entertain an accusation against an elder unless it is brought by two or three witnesses.  
27 But those elders who are sinning you are to reprove before everyone so that others may  
28 take warning.’ ”

1       **417. Thill falsely stated that:**

2           a. “So, what is Dan/s sin? It has played out over the last few weeks. When the  
3 elders first called Dan in, there were six things that they shared with him that they were  
4 concerned that need to be examined and corrected. And it was appropriate for el- -- fellow  
5 elders were bringing him to task.” (**Exhibit 21**, 3:18-23.)

6           b. “Dan has gone into full-blown rebellion against the elders in a public  
7 meeting.” (*Id.* at 4:17-18.)

8           c. “I attended that meeting, off-campus, ca-called by people that have met with  
9 Dan, where he wrongly accused the elders of having abused him.” (*Id.* at 4:19-22.)

10          d. At the end or conclusion of that meeting, I raised my hand and asked Dan if  
11 I could ask a question. He said no, falsely accused me, and shrouded in anger, ‘you get out  
12 of here.’ ” (*Id.* at 4:24-5:2.)

13          e. “So, what is Dan's sin? Well, originally, it was behavior not befitting a senior  
14 pastor, dealing with hurtful attitudes and actions, poor stewardship of church resources,  
15 overbearing leadership, creating a spirit of fear in the staff, not taking responsibility for  
16 actions, telling half-truths in support of his narrative, and an unwilling spirit to receive and  
17 accept correction.” (*Id.* at 5:7-14.)

18          f. “In his response, the real sin has surfaced. Dan is in prideful, arrogant  
19 rebellion against the elders. He is defensive and in denial.” (*Id.* at 5:21-23.)

20          g. “The elders that he worked so hard to put into place have lovingly, caringly  
21 brought correction to Dan. I stake my professional reputation on that statement.” (*Id.* at  
22 6:6-9.)

23          h. “And he has pridefully rebelled in the August 15th public meeting and in his  
24 videos, and has misrepresented the elders and said that the people who support him have  
25 not supported him. And, so, he has misrepresented the truth, publicly. He has called for  
26 rebellion against the elders. I was there. I heard him say it. It was ugly.” (*Id.* at 6:10-16.)

27 ///

28 ///

1 i. “But it’s worse than that, really. Dan has been doing what God says He hates.  
2 Proverbs 6:16-19, ‘There are six things the Lord hates, seven that are detestable to Him.  
3 Haughty eyes, a lying tongue, hands that shed innocent blood, a heart that deceives wicked  
4 schemes, feet that are quick to rush to innocent evil, a false witness who pours out lies,  
5 and a person who stirs up conflict in the community.’ ” (*Id.* at 7:4-12.)

6 j. “In his videos, the public meeting on August 15th, and in contact with people  
7 since, he is bearing false witness against the elders and stirring up conflict in the body.  
8 God says He hates that.” (*Id.* at 7:13-17.)

9 k. “If you are believing what Dan is putting in his videos, you are believing his  
10 lies and deception. If you join him in his attacks against the elders, you are joining him in  
11 his sin. I am Dan’s peer and Dan is a good communicator, but I am saying that he is not a  
12 good pastor.” (*Id.* at 8:1-6.)

13 l. “Dan’s sinful behavior needed examination.” (*Id.* at 8:15.)

14 m. “But he would have none of it. And now, in rebellion, he blames the elders  
15 and is sowing discord and confusion in the congregation.” (*Id.* at 8:19-21.)

16 n. “Dan is deceived. He says the problem is the elders and the church. It is not.”  
17 (*Id.* at 8:25.)

18 o. “Pray that Dan has so effectively deceived will see the deception. More and  
19 more evidence is coming to light that will vindicate the elders. You will see it. There will  
20 be absolutely no doubt that they are right.” (*Id.* at 9:10-14.)

21 p. “Dan has disqualified himself to be an elder of the church.” (*Id.* at 9:14-15.)

22 q. “But some of you will say, ‘No, John. You are doing character assassination.’  
23 I’ll tell you, ‘No, I’m not. I’m doing character revelation.’ ” (*Id.* at 23-25.)

24 r. “I’m telling you that an elder in our church has sinned, is an unqualified to  
25 be in this position.” (*Id.* at 10:1-3.)

26 s. “We’ll give you information. But if you’re rebellious like Dan is, you’re  
27 participating in his sin and you will not help him. We need to pray that God will reveal his  
28 deception, deception he has with himself. He’s in denial.” (*Id.* at 14:5-9.)

1 418. Thill’s speech was not given before an audience but pre-recorded and posted on  
2 the RHCC website by RHCC and the Board of Elders for the entire world to see. As of the  
3 filing of this complaint, this video remains available for all to see.

4 **419. On or around September 23, 2022, with malice, Defendants published a**  
5 **letter by former Pastor MacDonald that Defendants knew contained false**  
6 **information with the intent to harm Burgoyne. In part, said letter stated:**

7 a. “It is grievous without any substance in fact to question the integrity of the  
8 Business Office. Even the language of calling for a ‘forensic’ audit creates the sense of  
9 that something wrong that will be discovered. I pray this allegation is immediately  
10 withdrawn.”

11 420. On the basis of information and belief, Defendants repeated the defamatory  
12 statements to others in Burgoyne’s religious community, but outside the Congregation,  
13 and otherwise interfered with Burgoyne’s business relations and reputation.

14 421. Plaintiff is informed and believes, and on that basis alleges, that Defendants  
15 knew, had reason to know, must have known, or should have known that the above  
16 statements and insinuations that were published were untrue each time they published and  
17 republished them, but authorized, directed, or in some meaningful sense, actively  
18 participating in the wrongful conduct.

19 422. Plaintiff is informed and believes, and on that basis alleges, that Defendants had  
20 no reasonable basis for believing that the subject statements and/or insinuations herein  
21 alleged and described were true and/or intentionally disseminated false information  
22 knowingly with the intent to harm Burgoyne and his reputation in the greater religious  
23 community in which Burgoyne works.

24 423. These statements were unprivileged and false and were made to persons other  
25 than Plaintiff who had no legitimate business reason to be told such accusations.

26 424. As a proximate result of defendants’ willful, knowing, and intentional false  
27 representations about plaintiff, plaintiff has suffered and continues to suffer humiliation,  
28 mental pain and anguish, and other non-economic damages, all to his damage in a sum

1 according to proof.

2 425. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
3 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will  
4 seek leave of court to amend this Complaint when the amounts are fully known.

5 426. Individual Defendants' misconduct was committed intentionally, in a malicious,  
6 fraudulent, despicable, and/or oppressive manner, entitling plaintiff to punitive damages  
7 against said Defendants.

8  
9 **SECOND CAUSE OF ACTION**

10 **Preventing Subsequent Employment by Misrepresentation**

11 **(Violations of Labor Code §§ 1050, 1052, & 1054)**

12 **Against All Defendants and DOES 1-100, Inclusive**

13 427. Plaintiff repeats, realleges, and incorporates by reference the allegations  
14 contained in all paragraphs set forth above and below, as though fully stated here.

15 428. This Cause of Action is brought directly against defendants RHCC, LaGue,  
16 Evans, and Thill, and under the theory of Civil Conspiracy as to Tabari and Knickerbocker.

17 429. For clarity, relief is sought for the statements below *only* as they are posted online  
18 for the entire world to see. Stated otherwise, relief is *not* sought for these statements as  
19 they were made *solely* to the Congregation.

20 430. Labor Code section 1050 provides, in relevant part, "[a]ny person, or agent or  
21 officer thereof, who, after having discharged an employee from the service of such person  
22 or after an employee has voluntarily left such service, by any misrepresentation prevents  
23 or attempts to prevent the former employee from obtaining employment, is guilty of a  
24 misdemeanor."

25 431. Plaintiffs allege that Defendants, and each of them, violated the Labor Code by  
26 (as described above) making statements generally to the public and online – known to be  
27 false when made – that would unquestionable and foreseeably be relayed and conveyed to  
28 prospective employers of Burgoyne in his field of work. In fact, Defendants intended –



1 with malice – that these statements damage Burgoyne, his reputation, and his chances of  
2 employment.

3 432. Labor Code section 1052 provides, “Any person who knowingly causes, suffers,  
4 or permits an agent, superintendent, manager, or employee in his employ to commit a  
5 violation of sections 1050 and 1051, or who fails to take all reasonable steps within his  
6 power to prevent such violation is guilty of a misdemeanor.”

7 433. Labor Code section 1054 provides, in relevant part, “[i]n addition to and apart  
8 from the criminal penalty provided any person or agent or officer thereof, who violates  
9 any provision of sections 1050 to 1052, inclusive, is liable to the party aggrieved, in a civil  
10 action, for treble damages. Such civil action may be brought by such aggrieved person or  
11 his assigns, or successors in interest, without first establishing any criminal liability under  
12 this article.”

13 434. Not only was Burgoyne harmed by the above, but Defendants’ wrongful conduct  
14 was a substantial factor in causing Burgoyne’s harm.

15 435. As a proximate result of Defendants’ actions, Burgoyne suffered and continue to  
16 suffer humiliation, emotional distress, and physical and mental pain and anguish, all to his  
17 damage in a sum according to proof.

18 436. Individual Defendants’ misconduct was committed intentionally, in a malicious,  
19 despicable, oppressive manner, and fraudulent manner entitling Burgoyne to punitive  
20 damages against said Defendants.

21  
22 **THIRD CAUSE OF ACTION**

23 **Breach of Express Contract**

24 **Against Entity Defendant and DOES 1-100, Inclusive**

25 437. Plaintiff repeats, realleges, and incorporates by reference the allegations  
26 contained in all paragraphs set forth above and below, as though fully stated here.

27 ///

28 ///

1 438. Plaintiff and Entity Defendants entered into express and/or implied agreements  
2 to pay Plaintiff earnings and benefits under the parties' agreement. Plaintiff and  
3 Defendants made mutual promises of consideration pursuant to this agreement.

4 439. Plaintiff is informed and understands that Burgoyne's employment was governed  
5 by several interrelated documents: **(1)** his employment contract, **(2)** The RHCC Handbook,  
6 and **(3)** the RHCC Constitution and By-Laws.

7 FAILURE TO PAY WAGES OWED / FOLLOW TERMINATION PROCEDURE

8 440. According to the **Contract**: "While we look forward to a strong and profitable  
9 relationship, should you decide to accept our offer, you will be an at-will employee of the  
10 Church, which means the employment relationship may be terminated by either you or the  
11 Congregation for any reason at any time."

12 441. According to the **Handbook**: "Employment at Rolling Hills Covenant Church is  
13 employment at-will. Employment at will means an employee may be terminated with or  
14 without cause and with or without notice at any time by the employee or RHCC.  
15 Termination of a pastor's call is grounded by Article II, Section 7 of the Church By-Laws."

16 442. Here, there are two versions of the **Constitution** at play, the original Constitution  
17 operative upon Burgoyne's hire, and the modified Constitution, which (as stated above)  
18 appears to have been modified *ultra vires* without the following of proper protocol, *i.e.*,  
19 without the requisite Quarter notice period and without the holding of an actual Quarterly  
20 Congregational Business Meeting despite the ability and opportunity to do so.

21 **443. Original Constitution:**

22 a. **Call**: "Unless otherwise stated the call for each Pastor shall be for an  
23 indefinite period."

24 b. **Charges Against a Pastor**: "Charges against a Pastor shall be submitted to  
25 the Personnel Commission and shall not be considered unless supported by the testimony  
26 of two (2) or more witnesses. The Personnel Commission shall meet with the Pastor in  
27 question to discuss and evaluate the charges in the spirit of Christian love. If, in the  
28 judgment of the Personnel Commission, the Pastor has erred in doctrine or conduct, the

1 case shall be reported to the Church Council who in meekness and gentleness shall  
2 admonish and seek to restore the erring one according to the procedure outlined in  
3 Matthew 18:15-18 and Galatians 6:1. If the Pastor continues in error, the Council shall  
4 refer the charges to either the Committee on Ministerial Standing and Discipline of the  
5 Pacific Southwest Conference or the Ordination and Commissioning Committee prior to  
6 further action. If in the judgment of this Committee, the Pastor is indeed in error, the matter  
7 shall be reported to the Congregation by the Church Council for disciplinary action (1  
8 Timothy 5:20). Appropriate discipline shall be administered in the spirit of Christ with due  
9 regard for the welfare of the individual as well as the Church.”

10       c. **Termination of the Call:** “Each pastor shall retain the office as long as the  
11 Congregation desires, or until the Pastor Wishes to leave ...” Given that all acts by the  
12 Congregation in the Constitution and By-Laws require a 2/3rds vote, RHCC historically  
13 interpreted this to mandate a 2/3rds vote of the Congregation to remove a Pastor.

14       444. **Modified Constitution:** “[T]he Senior Pastor shall serve until removed by the  
15 Lord, by two thirds of all votes cast at a Congregational Business Meeting called for the  
16 exclusive purpose of removing the Senior Pastor from the church pulpit, or by  
17 resignation.”

18       445. Here, despite a fabricated resignation concocted by LaGue, Burgoyne never  
19 resigned. Thus, as of September 2022 – when RHCC stopped paying and providing  
20 benefits to Burgoyne – Burgoyne’s contract was breached, because, he was never voted  
21 out by the Congregation and no vote to remove him was ever held. Thus, in technically,  
22 Burgoyne remains Senior Pastor to this day, and his damages continue.

23       446. Moreover, RHCC failed to follow the disciplinary process as it related against  
24 the (fabricated) charges against him. To start, in wrongly admonishing Burgoyne for the  
25 false charges against him, RHCC violated the duty of good faith and fair dealing implied  
26 in every contract. Too, RHCC failed to refer the charges to the two enumerated Pacific  
27 Southwest Conference Committee’s prior to taking any further action. Finally, while the  
28 Elder Counsel did publicly defame Burgoyne by airing their false allegations against him

1 to the Congregation, Burgoyne was never brought before the Congregation to be  
2 disciplined as required.

3 447. Over and above this, agreed upon “Elder Notes” that contracted to provide life  
4 insurance and disability benefits were reneged.

5 FAILURE TO FOLLOW THROUGH WITH HES POLICY AND HOUSING

6 ALLOWANCE PAYMENTS

7 448. According to the **Contract**:

8 a. “Through our HES program, RHCC co-invests with a pastor in the purchase  
9 of his family’s primary residence within 10 miles from the Church. Typically, a maximum  
10 amount of up to two times his salary is co-invested where the pastor invests at least one  
11 dollar for every three dollars provided by RHCC. The Church Council has made a  
12 provision for the new Senior Pastor to co-invest up to one million dollars (\$1,000,000) in  
13 HES funds in his local residence. Upon hire, you will receive a copy of the RHCC HES  
14 Policy which outlines this provision.”

15 b. “In accordance with the IRS tax code’s provision for pastoral housing and to  
16 properly setup the new Senior Pastor’s payroll records, the Church will provide its 2021  
17 Housing Allowance Request Form on the first day of work. Given the compressed timing  
18 between the start date and the first bi-weekly payroll distribution for the new Senior Pastor,  
19 it would be beneficial to the new Senior Pastor to complete this form soon after the start  
20 date and to provide it to the RHCC Business Office so the tax benefits can be utilized.”

21 449. Despite these contractual obligations and explicit promises to provide Burgoyne  
22 substantial funds to remodel the “fixer-upper” that RHCC approved for purchase, RHCC  
23 has failed to follow through and provide Burgoyne the substantial funds owed to him under  
24 the contract for bills incurred (e.g., bills, permitting, testing, down payment, architectural  
25 work). The same, RHCC has failed to follow through with the payment of all monies owed  
26 under the Housing Allowance program.

27 450. Plaintiff performed all duties and obligations under the Agreement specified in  
28 order to receive the aforementioned remuneration.

1 451. Defendants breached the Agreement however by failing to pay Plaintiff all  
2 earnings / monies owed to him under the Agreement as specified.

3 452. Plaintiff is entitled to special damages, general damages, attorney fees, and lost  
4 profits caused by Defendants' breaches of the Agreement.

5  
6 **FOURTH CAUSE OF ACTION**

7 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

8 **Against Entity Defendant and DOES 1-100, Inclusive**

9 453. Plaintiff repeats, realleges, and incorporates by reference the allegations  
10 contained in all paragraphs set forth above and below, as though fully stated here.

11 454. The employment contract(s) created between Plaintiff and Defendants contained  
12 an implied covenant of good faith and fair dealing.

13 455. In breach of the implied covenant of good faith and fair dealing, Defendants  
14 committed the acts alleged above for the purpose of consciously withholding from Plaintiff  
15 the rights and benefits to which he is entitled under Defendants' policies, including but  
16 not limited to compensation in the form of commissions and bonuses, as well as, the  
17 freedom and ability to do business with customers with which he spent much time and  
18 effort fostering business relationships. Defendants did so *via* their intent to (as described  
19 elsewhere in these pleadings) deprive Plaintiff of both his rights under the contract and the  
20 benefits to him pursuant to the consideration he brought forth in good faith to continue  
21 and maintain the parties long-standing contractual agreement.

22 456. Plaintiff was harmed by Defendants' actions and conduct.

23 457. Both parties in a contractual relationship have a duty not to do anything that  
24 prevents the other party from receiving the benefits of their agreement. Good faith means  
25 honesty of purpose without any intention to mislead or to take unfair advantage of another.  
26 Generally, it means being faithful to one's duty or obligation. As described above, this,  
27 Defendants did not do. Defendants' acts are inconsistent with Plaintiff's reasonable  
28 expectations, are contrary to established claims practices and legal requirements, and

1 constitute bad faith.

2 458. As a direct and proximate result of defendants' acts, Plaintiff has been damaged.  
3 The actual amount of damages has not yet been precisely ascertained. When the precise  
4 amount of plaintiff's damages is known, he will assert those damages accordingly.

5 459. Plaintiff has suffered damages as a result of defendants' conduct. These damages  
6 include loss of income, benefits, and commissions, as specified in the agreement. Plaintiff  
7 further lost the present cash value of future earnings and benefits he would have earned in  
8 the future under the agreement with Defendants that was reasonably certain to continue  
9 but for Defendants' conduct.

10 460. Defendant's conduct is despicable, was committed with a conscious disregard of  
11 plaintiff's rights, and thus constitutes oppression, fraud, and/or malice. Therefore,  
12 plaintiff is entitled to recover punitive damages against the individual defendants in an  
13 amount sufficient to punish and to make an example of Defendants and in order to deter  
14 similar conduct.

15 461. Plaintiff has incurred, and will continue to incur, attorneys' fees in the  
16 prosecution of this action and therefore demand such reasonable attorneys' fees and costs  
17 as set by the court.  
18

19 **FIFTH CAUSE OF ACTION**

20 **Whistleblower Retaliation**

21 **(Violations of Labor Code § 1102.5, *et seq.*)**

22 **Against Entity Defendant and DOES 1-100, Inclusive**

23 462. Plaintiff repeats, realleges, and incorporates by reference the allegations  
24 contained in all paragraphs set forth above and below, as though fully stated here.

25 463. At all relevant times, Labor Code section 1102.5 was in effect and was binding  
26 on defendants. This statute prohibits defendants from:

27 ///

28 ///

1 a. Making, adopting, or enforcing any rule, regulation, or policy preventing an  
2 employee from disclosing information to a government or law enforcement agency, to a  
3 person with authority over the employee who has authority to investigate, discover, or  
4 correct the violation or noncompliance, or from providing information to, or testifying  
5 before, any public body conducting an investigation, hearing, or inquiry, if the employee  
6 has reasonable cause to believe that the information discloses a violation of state or federal  
7 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,  
8 regardless of whether disclosing the information is part of the employee's job duties.

9 b. Retaliating against an employee for disclosing information, or because the  
10 employer believes that the employee disclosed or may disclose information, to a  
11 government or law enforcement agency, to a person with authority over the employee or  
12 another employee who has the authority to investigate, discover, or correct the violation  
13 or noncompliance, or for providing information to, or testifying before, any public body  
14 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to  
15 believe that the information discloses a violation of state or federal statute, or a violation  
16 of or noncompliance with a local, state, or federal rule or regulation, regardless of whether  
17 disclosing the information is part of the employee's job duties.

18 c. Retaliating against an employee for refusing to participate in an activity that  
19 would result in a violation of state or federal statute, or a violation of or noncompliance  
20 with a local, state, or federal rule or regulation.

21 464. Here, Defendants violated each of the aforementioned subsections, after plaintiff  
22 took part in numerous instances of protected activity described above and incorporated  
23 herein. Needless to say, Plaintiff: (1) raised complaints of what he believed to be illegality  
24 while he worked for Defendants; (2) outright refused to perform illegal activities, and (3)  
25 refused to abide by Defendants' unwritten policy prohibiting the reporting of unlawful  
26 conduct created by the consistent and repeated oral reprimands when illegal conduct was  
27 complained of and statements that such complaints were inappropriate and would not be  
28 tolerated.

1 465. This cause action is based *solely* on Burgoyne’s complaints regarding, and refusal  
2 to participate in financial misfeasance / malfeasance, *i.e.*, the possibility of fraud and  
3 embezzlement, as well as related issues such as the lack of audits, financial oversight,  
4 accepted accounting / payroll procedures, and/or adequate recordkeeping. Of note, the  
5 RHCC Constitution required audits, but the plain language of said Constitution was not  
6 followed as described above. This cause of action does not refer, relate, or bear on issues  
7 of any religious nature.

8 466. The statutes which underly Burgoyne’s reasonable believe of illegality and/or the  
9 illegality include, but are not limited to: the California Labor Code (*see* 1102.5); etc. Of  
10 note, section 1103 makes violation of 1102.5 a crime.

11 467. In response, Defendants retaliated against him by discriminating against him,  
12 harassing him, and taking actions that would deter a reasonable person from making  
13 complaints, such as subjecting him to adverse employment actions, including the  
14 termination of his employment.

15 468. As a proximate result of defendant’s willful, knowing, and intentional violations  
16 of Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation,  
17 emotional distress, and mental and physical pain and anguish, all to his damage in a sum  
18 according to proof.

19 469. As a result of defendants’ adverse employment actions against plaintiff, plaintiff  
20 has suffered general and special damages in sums according to proof.

21 470. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees.  
22 Pursuant to Labor Code section 1102.5(j), plaintiff is entitled to recover reasonable  
23 attorneys’ fees in an amount according to proof.

24 ///  
25 ///  
26 ///  
27 ///  
28 ///



1 **SIXTH CAUSE OF ACTION**

2 **Intentional Interference with An Economic Relationship with A**  
3 **Probable Economic Benefit**

4 **Brought Against All Defendants and Does 1 to 100, Inclusive**

5 471. Plaintiff repeats, realleges, and incorporates by reference the allegations  
6 contained in all paragraphs set forth above and below, as though fully stated here.

7 472. The elements of this cause of action are: **(1)** the existence, between the plaintiff  
8 and some third party, of an economic relationship that contains the probability of future  
9 economic benefit to the plaintiff; **(2)** the defendant's knowledge of the relationship; **(3)**  
10 intentionally wrongful acts designed to disrupt the relationship; **(4)** actual disruption of  
11 the relationship; and **(5)** economic harm proximately caused by the defendant's action.

12 473. Burgoyne was authorized by RHCC to operate a nonprofit, Revival City, that  
13 relied upon donors from around the world to support the ministry. Thus, all Defendants  
14 had knowledge of Burgoyne's relationship with both Revival City and the fact that, like  
15 RHCC, Revival City relied upon donors for continued operation. While primarily religious  
16 and pastoral relationship, it was also economic in that Burgoyne was compensated for his  
17 work.

18 474. When the church violated its own policies and knowingly broadcast to the world  
19 the false statements described above designed to damage Burgoyne and disrupt his  
20 relationships both inside and outside The Church; donor dollars, speaking engagements  
21 and general inclusion to making a living in ministry dried up.

22 475. Upon beginning a new ministry following RHCC's wrongful termination of  
23 Burgoyne, the worship band previously playing with Burgoyne at RHCC was given an  
24 ultimatum by the board of directors. The band was told they could have a raise in salary  
25 and stay with RHCC but if they left to support the new church ministry they would be  
26 summarily terminated and prohibited from returning to work at RHCC.

27 ///

28 ///

1 476. It has been held that “the existence, between the plaintiff and some third-party,  
2 of an economic relationship that contains the probability of future economic benefit to the  
3 plaintiff” – has two parts: “(1) an existing economic relationship that (2) contains the  
4 probability of an economic benefit to the plaintiff.” Here, Burgoyne’s relationship with  
5 Revival City and its congregation / donors preceded his work at RHCC and thereafter  
6 continues to this day.

7 477. Defendants committed the acts alleged herein recklessly, maliciously,  
8 fraudulently, and oppressively, with the willful and wrongful intention of injuring  
9 Burgoyne, for an improper and evil motive amounting to malice (as described supra), and  
10 with a reckless and conscious disregard of Burgoyne’s rights.

11 478. Defendant’s acts disrupted Burgoyne’s relationship and prevented the existing  
12 and ongoing benefit to Burgoyne. Moreover, looking forward, the ongoing nature of the  
13 relationship was prospective, *i.e.*, based on whether congregants remained affiliated with  
14 Revival City and/or continued to donate. Thus, meeting the *fifth* element.

15 479. Burgoyne suffered and continues to suffer economic damages due to Defendant’s  
16 acts.

17 480. As a proximate result of Defendants’ actions, Burgoyne has suffered and  
18 continues to suffer humiliation, emotional distress, and physical and mental pain and  
19 anguish, all to his damage in a sum according to proof.

20 481. Individual Defendants’ misconduct was committed intentionally, in a malicious,  
21 fraudulent, despicable, and/or oppressive manner, entitling plaintiff to punitive damages  
22 against said Defendants.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **False Imprisonment**

3 **(*Fermino v. Fedco* (1994) 7 Cal.4th 701, 716.)**

4 **Against All Defendants (Except Evans) and DOES 1-100, Inclusive**

5 482. Plaintiff repeats, realleges, and incorporates by reference the allegations  
6 contained in all paragraphs set forth above and below, as though fully stated here.

7 483. On August 31, 2022, Defendants intentionally deprived plaintiff of his freedom  
8 of movement by the use of forceful threats and unreasonable constraints. He was in no  
9 uncertain terms told to sit down, that he was not free to leave, and that if he stood, left, or  
10 spoke, he would be “considered resigned” from his position and he and his family would  
11 lose their livelihood, and his Congregation would lose their pastor.

12 484. By and through these actions (described in more detail above) Entity Defendants,  
13 by and through their own Board of Elders and Thill, and Individual Defendants, by and  
14 through their own collective actions, knowingly and intentionally deprived plaintiff of his  
15 freedom.

16 485. The restraint compelled Burgoyne to stay in the Elder Meeting for at least two-  
17 hours, although he desired to leave.

18 486. Plaintiff did not consent to Defendants’ actions.

19 487. As a proximate result of Defendants’ willful, knowing, and intentional miscon-  
20 duct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
21 mental and physical pain and anguish, all to plaintiff’s damage in a sum according to proof.

22 488. As a result of Defendants’ unlawful conduct directed against plaintiff, plaintiff  
23 has suffered general and special damages in sums according to proof.

24 489. Individual Defendants’ misconduct was committed intentionally, in a malicious,  
25 fraudulent, despicable, and/or oppressive manner, entitling plaintiff to punitive damages  
26 against said Defendants.

27 490. Defendants’ conduct was a substantial factor in causing the above-listed harm to  
28 plaintiff.

1 **EIGHTH CAUSE OF ACTION**

2 **Wrongful Termination of Employment in Violation of Public**  
3 **Policy**

4 ***(Tamney v. Atlantic Richfield Co. (1980) 27 Cal.3d 167)***

5 **Against Entity Defendant and DOES 1-100, Inclusive**

6 491. Plaintiff repeats, realleges, and incorporates by reference the allegations  
7 contained in all paragraphs set forth above and below, as though fully stated here.

8 492. Defendants terminated plaintiff's employment in violation of various  
9 fundamental public policies underlying both state and federal laws. Specifically, plaintiff's  
10 employment was terminated in part because of his protected status (*e.g.*, participation in  
11 protected activity, good faith complaints, and/or other protected characteristics) and/or  
12 protected activity (*e.g.*, for making lawful complaints). These actions were in violation of,  
13 among other things, various Labor Code sections (including sections 232.5 and 1102.5) as  
14 limited about in the section 1102.5 cause of action and various Penal Code sections  
15 (including section 518, 523, and 524).

16 493. As to the Labor Code bases, this cause action is based *solely* on Burgoyne's  
17 complaints regarding, and refusal to participate in financial misfeasance / malfeasance,  
18 *i.e.*, the possibility of fraud and embezzlement, as well as related issues such as the lack  
19 of audits, financial oversight, accepted accounting / payroll procedures, and/or adequate  
20 recordkeeping. Of note, the RHCC Constitution required audits, but the plain language of  
21 said Constitution was not followed as described above. This cause of action does not refer,  
22 relate, or bear on issues of any religious nature.

23 494. As a proximate result of defendants' wrongful termination of plaintiff's  
24 employment in violation of fundamental public policies, plaintiff has suffered and  
25 continues to suffer humiliation, emotional distress, and mental and physical pain and  
26 anguish, all to his damage in a sum according to proof.

27 495. As a result of defendants' wrongful termination of his employment, plaintiff has  
28 suffered general and special damages in sums according to proof.

1 496. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.  
2 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, and Civil Code  
3 section 3294, plaintiff is entitled to recover reasonable attorneys' fees and costs in an  
4 amount according to proof.  
5

## 6 NINTH CAUSE OF ACTION

### 7 Intentional Infliction of Emotional Distress

8 *(Hughes v. Pair (2009) 46 Cal.4th 1035)*

### 9 **Against All Defendants and DOES 1-100, Inclusive**

10 497. Plaintiff repeats, realleges, and incorporates by reference the allegations  
11 contained in all paragraphs set forth above and below, as though fully stated here.

12 498. The law has long held that there is a fundamental civil right to a retaliation free  
13 work environment and that retaliation in the workplace is "extreme and outrageous" as the  
14 term is used in relation to a claim for Intentional Infliction of Emotional Distress. Here,  
15 Plaintiff has properly pleaded retaliation and wrongful termination based thereon, making  
16 Defendants' action, each of them, extreme and outrageous under fundamental California  
17 public policy. Such retaliation is unquestionably outside the normal part of the  
18 employment environment.

19 499. Here, Burgoyne fulfills all required elements: (1) Defendants' retaliation and  
20 wrongful termination (as described in detail above) were done with malice, fraud, and  
21 oppression with the intent of causing Burgoyne emotional distress (or the least reckless  
22 disregard of such); (2) Burgoyne suffered emotional, physical, and mental injuries; and  
23 (3) said conduct was the proximate cause of Burgoyne's injury.

24 500. Along with the fact that retaliatory conduct in violation of public policy is  
25 extreme and outrageous, this conduct was extreme and outrageous in that it should not be  
26 tolerated in a civil society, because Defendants: (1) with malice, fraud, and oppression,  
27 attempted to hide the true reason for their illegal actions in order to avoid liability and any  
28 their obligation to make Burgoyne whole; (2) were aware that treating Burgoyne in the

1 manner alleged above, including depriving Burgoyne of his livelihood, would devastate  
2 Burgoyne and cause him extreme hardship; (3) abused their position of power to willfully  
3 accomplish the above; and (4) maliciously and purposefully terminated and defamed  
4 Burgoyne when they knew Burgoyne relied on his employment as a Pastor as his only  
5 means of income.

6 501. Defendants' extreme and outrageous conduct occurred by and through  
7 Defendants' employees the aforementioned defendant employees.

8 502. Clearly Defendants abused their position of power to damage plaintiff's interests  
9 and irreparably alter the terms of his employment.

10 503. This conduct, as described above, was done with the intent to cause Burgoyne  
11 harm, or at the very least, with reckless disregard for such. Burgoyne suffered severe  
12 emotional distress as a result. The same as described above. As the causation between the  
13 damages Burgoyne suffered and the harm to professional reputation, as described above,  
14 is both an actual and proximate cause to Burgoyne's harm.

15 504. This conduct is extreme and outrageous conduct with the intention of causing, or  
16 reckless disregard for the probability of causing, emotional distress.

17 505. As a proximate result of Defendants' extreme and outrageous conduct, plaintiff  
18 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained and  
19 continues to sustain substantial losses of earnings and other employment benefits as a  
20 result of being emotionally distressed.

21 506. As a proximate result of Defendants' extreme and outrageous conduct, plaintiff  
22 has suffered and continues to suffer humiliation, emotional distress, and mental and  
23 physical pain and anguish, all to her damage in a sum according to proof.

24 507. Individual Defendants' misconduct was committed intentionally, in a malicious,  
25 fraudulent, despicable, and/or oppressive manner, entitling plaintiff to punitive damages  
26 against said Defendants.

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, Daniel Aaron Burgoyne, prays for judgment as follows on  
3 all causes of action:

- 4 1. For general and special damages according to proof;
- 5 2. For exemplary damages as to the individual Defendants, according to proof;
- 6 3. For pre-judgment and post-judgment interest on all damages awarded;
- 7 4. For reasonable attorneys’ fees;
- 8 5. For costs of suits incurred;
- 9 6. For declaratory relief;
- 10 7. For equitable relief, such as reinstatement, instatement, the provision of
- 11 opportunities to make up for any lost promotional prospects, and the restoration of
- 12 seniority, along with any other grounds for equitable relief that may arise during this
- 13 litigation and any other equitable relief deemed proper by the Court; and
- 14 8. For such other and further relief as the Court may deem just and proper.

15 **DEMAND FOR JURY TRIAL**

16  
17 ADDITIONALLY, Plaintiff, Daniel Aaron Burgoyne, hereby demands a jury trial  
18 on the causes of action set forth herein. The amount demanded exceeds \$25,000.00  
19 (Government Code § 72055).

20  
21 Dated: August 30, 2023

SHEGERIAN & ASSOCIATES, INC.

22  
23 By:  \_\_\_\_\_

24 William Reed, Esq.

25 Attorneys for Plaintiff,  
26 DANIEL A. BURGOYNE