

IN THE SUPREME COURT OF THE STATE OF ALASKA

Karen Lawfer, Karen Perkins, Bradley Perkins, RLClive.org, and Resurrection
Lutheran Church,
Appellants,

v.

Resurrection Lutheran Church, Lisa Brendle, and Kristin Cadigan-McAdoo,
Appellees.

Supreme Court No. S-19777
Trial Court Case No. 1JU-24-00681CI

APPELLANTS' EXCERPT OF RECORD

Appeal from the Superior Court for the State of Alaska,
First Judicial District at Juneau

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU

RESURRECTION LUTHERAN
CHURCH,

Plaintiff,

v.

KAREN LAWFER, KAREN PERKINS
and BRAD PERKINS, in his individual
capacity and d/b/a JuneauLive.org and
RLClive.org,

Defendants.

RESURRECTION LUTHERAN
CHURCH,

Counter-Complainant,

v.

LISA BRENDLE,

Counter-Defendant.

KAREN PERKINS and RESURRECTION
LUTHERAN CHURCH,

Third-Party Complainants,

v.

LISA BRENDLE and KRISTIN CA-
DIGAN-MCADOO and UNKNOWN
PARTIES,

Third-Party Defendants.

Case No. 1JU-24-00681CI

FINAL JUDGMENT AND DECREE

In a comprehensive order, the court granted the plaintiff and third-party defendants (collectively, “the plaintiffs”)’ motion to dismiss any claims arising from Defendant Karen Perkins’ employment by Resurrection Lutheran Church, denied the defendants and third-party complainants (collectively, “the defendants”)’ motion for summary judgment, and granted the plaintiffs’ cross-motion for summary judgment.¹ The court thereby intended

¹ *Order Granting Motion to Dismiss, Denying Motion for Summary Judgment, Granting Cross-Motion for Summary Judgment, and Denying Motion to Compel (“Order”)*.

FINAL JUDGMENT AND DECREE

RLC v. Lawfer, 1JU-24-00681CI

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Alaska Court System

to completely resolve the dispute between the parties, by making clear that it lacked jurisdiction to set aside the Synod Council’s adjudication of the congregational disagreements.

That order was, evidently, not sufficiently clear, and the plaintiffs have now filed (and renewed) an application for a final judgment, including a determination that they are the prevailing party.² The defendants oppose, arguing that, because the court dismissed the lawsuit, there was no prevailing party.³

1. CLARIFICATION OF THE COURT’S ORDER

The plaintiffs’ original complaint sought, *inter alia*, a declaratory judgment, confirming and ratifying the acts of Lisa Brendle as the lawfully elected President of RLC and that the acts and decisions of the Bishop, and of the Synod in upholding his determination, were proper.⁴ The defendants sought a declaratory judgment that Karen Lawfer, Lynda Stover, and Clarice Bethers are the President, Treasurer, and Secretary of the Church and that Karen Perkins is its pastor.⁵

The court made detailed factual findings, repeated, in part, here:

On September 12, 2024, the Synod Council notified the church Councilmembers and Perkins of its decisions. The Synod Council determined that the officers of the church were the people elected at the March 7, 2024 Church Council Meeting (Brendle as President, Dolores Graver as Vice President, Cadigan-McAdoo as Treasure, Koelsch as Secretary). It determined that the June 9, 2024 Congregation Meeting was “legally called and conducted and that the decisions made at that meeting [were] valid.” Finally, it determined that Perkins’ “call to serve Resurrection Lutheran Church ended on June 30, 2024.” The Synod Council called on Perkins and all members of the church to abide by these decisions

On September 21, 2024, Bishop Tim Oslovich, Bishop of the Alaska Synod of the Evangelical Lutheran Church of Alaska, confirmed the Synod Council’s decisions in his own letter to the church community.⁶

The court applied the law to the facts and determined that it lacked jurisdiction over the parties’ dispute:

[T]he court has interpreted the church’s bylaws, which mandate precisely the actions that the Alaska Synod has taken, consistent with the church’s

² Case motions 25 & 27.

³ *Opposition to Application for Final Judgment* (“*Opposition*”).

⁴ *Verified Complaint for Declaratory Relief and Potential Equitable Relief* at 6.

⁵ *Technical Amendment to Answer, Counter-Claim and Third-Party Complaint* at 12.

⁶ *Order* at 5-6.

Constitution. The respective powers of the feuding factions, including their power to terminate Perkins' call, have been determined by ecclesiastical authority."⁷

The court will not declare Brendle ineligible to serve after the Alaska Synod had determined that she is.⁸

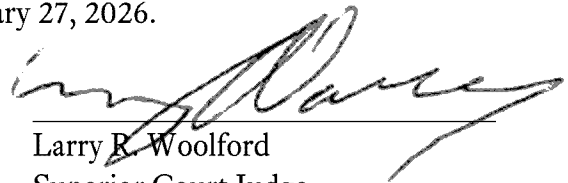
The Synod Council has adjudicated the dispute.⁹

2. PREVAILING PARTY

The court did not "merely [say] that the Bishop's version of events should be accepted."¹⁰ Instead, the court explicitly found that it had no authority to order an outcome different from the one the that Synod Council determined, and recited the Synod Council's decision. This is indistinguishable from the declaratory relief requested by the plaintiffs, and substantively addresses the merits of the parties' claims in the plaintiffs' favor: the defendants cannot reasonably claim that there is no prevailing party. "The [plaintiffs] are the prevailing parties in this case because the superior court granted summary judgment in their favor."¹¹

The plaintiffs shall file a motion for recovery of attorney fees, pursuant to Ak. R. Civ. P. 82(c), and an itemized and verified costs bill, pursuant to Ak. R. Civ. P. 79, within 10 days of the date of distribution of this judgment.

SO ORDERED at Juneau, Alaska, on January 27, 2026.


Larry R. Woolford
Superior Court Judge

⁷ *Order* at 10.

⁸ *Id.*

⁹ *Id.*

¹⁰ *Opposition*.

¹¹ *Olivit v. City & Borough of Juneau*, 171 P.3d 1137, 1147 (Alaska 2007). *See also Griswold v. City of Homer*, Supreme Court No. S-18939, November 28, 2025, 2025 WL 3310228 *11 (Alaska November 28, 2025).

Alaska Trial Courts

Certificate of Distribution

Case Number: 1JU-24-00681CI

Case Title: RESURRECTION LUTHERAN CHURCH ALASKA VS. LAWFER, KAREN

The Alaska Trial Courts certify that the Order Granting Motion Case Motion #25 Application for a Final Judgment and Decree was distributed to:

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IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU

RESURRECTION LUTHERAN CHURCH, Plaintiff, v. KAREN LAWFER, KAREN PERKINS and BRAD PERKINS, in his individual capacity and d/b/a JuneauLive.org and RLClive.org, Defendants.	
RESURRECTION LUTHERAN CHURCH, Counter-Complainant, v. LISA BRENDLE, Counter-Defendant.	
KAREN PERKINS and RESURRECTION LUTHERAN CHURCH, Third-Party Complainants, v. LISA BRENDLE and KRISTIN CA- DIGAN-MCADOO and UNKNOWN PARTIES, Third-Party Defendants.	Case No. 1JU-24-00681 CI ORDER GRANTING MOTION TO DISMISS, DENYING MOTION FOR SUMMARY JUDGMENT, GRANTING CROSS-MOTION FOR SUMMARY JUDGMENT, AND DENYING MOTION TO COMPEL

Plaintiff Resurrection Lutheran Church (“RLC”), Counter-Defendant/Third-Party Defendant Lisa Brendle, and Third-Party Defendant Kristin Cadigan-McAdoo (collectively, the plaintiffs or RLC), seek dismissal of any claims arising from Defendant Karen Perkins’ employment by RLC.¹

¹ Case motion 10.

Perkins opposes the motion to dismiss, and she, Karen Lawfer, and Brad Perkins (collectively, the defendants) move for summary judgment.²

The defendants have also filed a motion to compel discovery.³

The plaintiffs oppose summary judgment and cross-move for summary judgment.⁴

1. BACKGROUND AND PROCEDURAL HISTORY

After the initiation of this litigation between church factions, the court, *sua sponte*, raised the ecclesiastical abstention doctrine and directed the parties to brief which claims and counterclaims are subject to the court's civil jurisdiction.

RLC identifies three broad categories of claims. First, there are claims by RLC seeking validation of the election of its officials necessary to conduct the organizational needs and financial affairs of the church.⁵ RLC argued that the court has jurisdiction to adjudicate these issues, *but may need to defer to church authority with respect to the proper election of church officials and practical issues related to the use of church facilities and assets*.⁶ Second, there are doctrinal matters over which the court plainly lacks jurisdiction.⁷ Finally, there are employment claims over which, RLC argues, the court lacks jurisdiction.

Defendants also break down the claims into three categories. First, matters related to the election of officers to the church council, including claims of illegal notice and of bullying that affected the outcome.⁸ Second, the ending of Pastor Karen Perkins' call.⁹ Finally, missing funds from a church bank account.¹⁰ Defendants argue that the court has jurisdiction over all these claims.

² Case motion 17.

³ Case motion 14.

⁴ Case motion 19.

⁵ RLC's *Brief on Jurisdiction (RLC Brief)*, pp. 2-3. *See also Verified Complaint for Declaratory Relief and Potential Equitable Relief ("Complaint")*, ¶¶ 1, 2, 13-15, 20-24.

⁶ *RLC Brief*, p. 3 (emphasis added). RLC's concession of jurisdiction was half-hearted, at best, and is at least somewhat at odds with the position it now takes.

⁷ *Id.* *See also Answer, Counterclaim and Third-Party Complaint ("Answer")*, 1 ("This dispute is fundamentally about disagreements in doctrine and the application of the applicability [sic] of Christian ethics and codes of behavior to intra-church relationships, elections, and the broader mission of the Church in the World.").

⁸ Defendants' *Brief on Ecclesiastical Abstention Doctrine ("Defendants' Brief")*, 7-10.

⁹ *Id.* at 10-12.

¹⁰ *Id.* at 12.

2. FACTS

Resurrection Lutheran Church of Juneau, Alaska (“the church”) has been a worshipping congregation since 1926.¹¹

The church is incorporated under the laws of Alaska.¹² It is governed by its Constitution and Bylaws (“Constitution”), which were last amended on February 25, 2024.¹³ It is an “interdependent part of the Evangelical Lutheran Church in America (“ELCA”), and of the Alaska Synod of the Evangelical Lutheran Church in America (“Alaska Synod”).”¹⁴

The church constitution specifically addresses disagreements within the congregation:

When there is a disagreement between or among factions within this congregation on a substantive issue which cannot be resolved the parties, members of this congregation may petition the synod bishop for consultation after information the president of this congregation of their intent to do so. The synod bishop shall seek a timely resolution of the dispute. If the issue relates directly to the pastor, the bishop may begin the process in †S14.18.d. In all other matters, the bishop shall refer the matter to the Consultation Committee of the Synod, which shall undertake efforts to find an appropriate solution. If the Consultation Committee’s efforts fail to resolve the dispute, the entire matter shall be referred to the Synod Council for adjudication by whatever process the Council deems necessary. The Synod Council’s decisions shall be final.¹⁵

The congregation is presently riven by substantive disagreements that led to this litigation and which underlie the factions’ competing motion practice: who controls the operations of the church, including its religious and ministerial practices, and who controls the church facilities and finances?

¹¹ Declaration of Kendall D. Koelsch (“Koelsch”), ¶ 4; Declaration of Timothy Oslovich (“Oslovich”), ¶ 3.

¹² Exhibit 1, C1.03. Neither the Constitution nor the parties specify the church’s status. While counsel referred to it as a “creature of the state” during oral argument, it is unclear if the church is a religious corporation under AS 10.40 or a different entity type. While this distinction does not matter for purposes of this order, certain important consequences follow entity choice. For instance, AS 10.40 does not authorize proxy voting, the issue addressed in *Herning v. Eason*, 739 P.2d 167 (Alaska 1987).

¹³ *Motion for Summary Judgment*, Exhibit 1.

¹⁴ Exhibit 1, *C6.01.

¹⁵ Exhibit 1, *C15.11.

On February 4, 2024, the church elected 10 church members to 3-year terms on the Congregation Council.¹⁶ On March 7, 2024, that new Council met and elected new officers.¹⁷ Lawfer describes the election of these “minority-side” members as a “surprising turn of events” and alleges that the election was tainted by “bullying, harassment and swarming” of a council member.¹⁸

On May 3, 2024, Alaska Synod Bishop Shelly Wickstrom, concerned about the church’s ability to financially support a full-time pastoral ministry, requested a congregational meeting for June 9, 2024.¹⁹ The issues to be addressed in this meeting came in large part from a March 21, 2023 Assessment and Recommendations document from Bishop Wickstrom, including a decline in active membership, financial challenges, struggles to make decisions about “their congregational life,” and the need for “clarity of vision and purpose.”²⁰ The assessment characterized the growing disagreement in the congregation: “There is a false dichotomy festering between those who are energized by social ministry and those who hunger for more reverent worship who are assumed to be the bigger financial donors. This is unhealthy for the congregation and reveals a lack of spiritual grounding.”²¹

On May 16, 2024, eleven Council members attended a meeting regarding conflict resolution and bullying with Rev. Laurin Vance, a Lutheran Conflict Mediation Facilitator.²² As Brendle called the meeting to order, Lawfer interrupted, declared the current Council illegitimate, reclaimed the presidency and identified new officers.²³

Lawfer presented corrected minutes of the March 7, 2024 meeting, which declared that “Due to election violations of Resurrection Lutheran Church’s (RLC) Meeting Code of Conduct) that changed the outcome of the election, all acts of the illegitimately elected officers and, therefore, the council, are null and void as being tainted from the date of this meeting to May 16, 2024.”²⁴ Lawfer alleges that Brendle was ineligible to serve because, based on Lawfer’s review of prior council minutes, she had already served for six

¹⁶ Koelsch at ¶ 12.

¹⁷ *Id.* at ¶ 14.

¹⁸ Affidavit of Karen Lawfer (“Lawfer”) ¶ 2.c. *See also* Exhibit 4.

¹⁹ Koelsch at ¶ 19.

²⁰ *Id.* at ¶ 20. *See also* Attachment 3.

²¹ *Id.*

²² *Id.* at ¶ 21.

²³ *Id.* at ¶ 25. *See also* Lawfer at ¶ 2.c.

²⁴ Lawfer, Exhibit 4.

consecutive years.²⁵ Seven of the voting council members, including Perkins and Lawfer, subsequently claimed that they would have voted differently had they “not been unduly influenced in violation of the Basic Rules of the RLC Meeting Code of Conduct.”²⁶

The following day, Lawfer notified the congregation by email that she was now the Council president. In the interim, the ostensibly ousted members sought the assistance of the Alaska Synod.²⁷

Lawfer attempted to cancel Bishop Wickstrom’s June 9, 2024 congregational meeting, denying access to the church sanctuary. The meeting was held in the library.²⁸

Thirty members, a quorum, attended physically or by Zoom.²⁹ They voted to reduce the full-time pastoral ministry to half-time and voted against continuing the call of Perkins.³⁰

On September 10, 2024, the Synod Council met to adjudicate disagreements among members of the church.³¹ The adjudication followed the petition of two congregation members.³²

On September 12, 2024, the Synod Council notified the church Councilmembers and Perkins of its decisions. The Synod Council determined that the officers of the church were the people elected at the March 7, 2024 Church Council Meeting (Brendle as President, Dolores Graver as Vice President, Cadigan-McAdoo as Treasure, Koelsch as Secretary). It determined that the June 9, 2024 Congregation Meeting was “legally called and conducted and that the decisions made at that meeting [were] valid.” Finally, it determined that Perkins’ “call to serve Resurrection Lutheran Church ended on June 30, 2024.” The Synod Council called on Perkins and all members of the church to abide by these decisions.³³

²⁵ Lawfer at ¶¶ 1.c., 7. The prior council minutes do not accompany the defendants’ motion or Lawfer’s affidavit.

²⁶ Exhibit 3.

²⁷ *Id.* at ¶¶ 31, 33.

²⁸ *Id.* at ¶¶ 34-38.

²⁹ *Id.* at ¶¶ 39-41. *See also* Exhibit 1, C10.04.

³⁰ *Id.* at ¶¶ 42-45.

³¹ Koelsch, Attachment 6.

³² *Id.* *See also* Lawfer at ¶ 8.

³³ Koelsch, ¶ 70 and Attachment 6. *See also*, generally, Oslovich.

On September 21, 2024, Bishop Tim Oslovich, Bishop of the Alaska Synod of the Evangelical Lutheran Church of Alaska, confirmed the Synod Council’s decisions in his own letter to the church community.³⁴

3. LAW

3.1. Motion to Dismiss

Lack of jurisdiction, unless the court orders otherwise, must be determined before trial.³⁵ “Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter the court shall dismiss the action.”³⁶

Motions to dismiss are viewed with disfavor and should rarely be granted.³⁷

3.2. Motions for Summary Judgment

Summary judgment is proper if the moving party establishes that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.³⁸ All reasonable inferences are drawn in favor of the non-moving party.³⁹ The non-moving party must “demonstrate that a genuine issue of fact exists to be litigated by showing that it can produce admissible evidence reasonably tending to dispute the movant’s evidence.”⁴⁰ Unsupported assumptions and speculations are not sufficient to establish a genuine issue of material fact.⁴¹

³⁴ Koelsch, ¶ 71 and Attachment 7. *See also* Oslovich at ¶ 17a-f, which provides a detailed account of the efforts to resolve the dispute, including the adjudication process, from the request for consultation, to the referral to the Alaska Synod Consultation Committee, to arbitration before the Alaska Synod Council. *See also* Oslovich, generally, for the interplay between the church Constitution and the Alaska Synod Constitution.

³⁵ Ak. R. Civ. P. 12(d). Lack of subject matter jurisdiction

³⁶ Ak. R. Civ. P. 12(h)(3).

³⁷ *Kollodge v. State*, 757 P.2d 1024 (Alaska 1988). *Neese v. Lithia Chrysler Jeep of Anchorage, Inc.*, 210 P.3d 1213 (Alaska 2009).

³⁸ *Christensen v. Alaska Sales & Serv., Inc.*, 335 P.3d 514, 517 (Alaska 2014).

³⁹ *Greywolf v. Carroll*, 151 P.3d 1234, 1240 (Alaska 2007).

⁴⁰ *French v. Jadon, Inc.*, 911 P.2d 20, 23 (Alaska 1996).

⁴¹ *Id.* at 26 (stating that once an employer has provided admissible evidence that an employee was terminated for legitimate reasons, the employee must offer more than inadmissible personal guesses, assumptions, opinions, and speculations in order to raise a genuine issue of material fact); *Christensen*, 335 P.3d at 520 (citing *Peterson v. State, Dep't of Natural Res.*, 236 P.3d 355, 367 (Alaska 2010) and *Mahan v. Arctic Catering, Inc.*, 133 P.3d 655, 661 (Alaska 2006)).

3.3. Ecclesiastical Abstention and the Ministerial Exception

3.3.1 *The ecclesiastical abstention doctrine*

More than one hundred fifty years ago, the Supreme Court “began to place matters of church government and administration beyond the purview of civil authorities.”⁴² Under the ecclesiastical abstention doctrine, civil courts cannot delve into matters that focus on “theological controversy, church discipline, ecclesiastical government, or the conformity of the members of a church to the standard of morals required of them....”⁴³

In *Watson v. Jones*, one of two factions struggling for control of church property had been recognized by the highest ecclesiastical body of the Presbyterian Church as the “regular and lawful” governing body of the church.⁴⁴ The dissident faction appealed a state court’s decision that it was bound by the ecclesiastical ruling.⁴⁵ The Supreme Court affirmed:

. . . whenever the questions of discipline, or of faith or ecclesiastical rule, custom, or law have been decided by the highest of these church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them, in their application to the case before them.⁴⁶

Nearly a century ago, in *Gonzalez v. Roman Catholic Archbishop*, the petitioner challenged a decision by the Archbishop of Manila, who had refused to appoint him to chaplaincy on the ground that, according to Canon Law then in force, he did not possess the required qualifications.⁴⁷ The Supreme Court upheld the Archbishop’s determination:

In the absence of fraud, collusion, or arbitrariness, the decisions of the proper church tribunals on matters purely ecclesiastical, although affecting civil rights, are accepted in litigation before the secular courts as conclusive, because the parties in interest made them so by contract or otherwise.⁴⁸

⁴² *McClure v. Salvation Army*, 460 F.2d 553, 559 (5th Cir. 1972).

⁴³ *Serbian E. Orthodox Diocese for U.S. & Can. v. Milivojevich*, 426 U.S. 696, 714 (1976) (quoting *Watson v. Jones*, 80 U.S. 679, 733 (1871)).

⁴⁴ 80 U.S. 679 (1871).

⁴⁵ *Id.* at 687.

⁴⁶ *Id.* at 727.

⁴⁷ 280 U.S. 1 (1929).

⁴⁸ *Id.* at 16.

In *Kedroff v. St. Nicholas Cathedral*, the principle announced by *Watson* and *Gonzales* became a constitutional prohibition: “Legislation that regulates church administration, the operation of the churches [or] the appointment of clergy ... prohibits the free exercise of religion.”⁴⁹ In *Kreshik v. St. Nicholas Cathedral*,⁵⁰ the prohibition was further refined: constitutional principles prevent the judiciary, as well as the legislature, from interfering with the free exercise of religion.

These opinions radiate “a spirit of freedom for religious organizations, an independence from secular control or manipulation, in short, power to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.”⁵¹

Alaska has embraced the general tenor of this line of cases. “[N]o value has a higher place in our constitutional system of government than that of religious freedom.”⁵²

3.3.2 *The ministerial exception*

From this general principle stems the “ministerial exception,” which precludes the application of “laws governing the employment relationship between a religious institution and certain key employees.”⁵³ “[It] is impermissible for the government to contradict a church’s determination of who can act” in these critical roles.⁵⁴ “The relationship between an organized church and its ministers is its lifeblood. The minister is the chief instrument by which the church seeks to fulfill its purpose. Matters touching this relationship must necessarily be recognized as of prime ecclesiastical concern.”⁵⁵

“By its terms, the rule permits no exceptions. It is categorical.”⁵⁶

“Delineating a religious organization’s decisions between religious and secular would create excessive entanglement between the church and state, given the coercive

⁴⁹ 344 U.S. 94, 107 (1952).

⁵⁰ 363 U.S. 190, 191 (1960).

⁵¹ *Kedroff*, 344 U.S. at 116.

⁵² *Frank v. State*, 604 P.2d 1068, 1070 (Alaska 1979)

⁵³ *Our Lady of Guadalupe Sch. V. Morrissey-Berru*, 591 U.S. 732, 737, 140 S.Ct. 2049, 207 L.Ed.2d 870 (2020).

⁵⁴ *Hosanna-Tabor Evangelical Lutheran Church and Sch. V. EEOC*, 565 U.S. 171, 185, 132 S.Ct. 694, 181 L.Ed.2d 650 (2012).

⁵⁵ *McClure*, 460 F.2d at 558-59.

⁵⁶ *Markel v. Union of Orthodox Jewish Congregations of America*, 124 F.4th 796, 803 (9th Circuit 2024), cert. denied, 145 S.Ct. 2822 (2025).

nature of the discovery process.”⁵⁷ “A religious institution’s decisions, even if facially secular, are often intertwined with religious doctrine.”⁵⁸

4. ANALYSIS

4.1. The Plaintiffs’ Motion to Dismiss

4.1.1 *The church is hierarchical, not congregational. The ecclesiastical abstention doctrine and the ministerial exception apply.*

Defendants asserts that the church Constitution vests authority in the congregation and its elected council, not in any higher ecclesiastical body.⁵⁹ Defendants attach and refer to that Constitution but ignore its plain language.⁶⁰

The church is “interdependent” with ELCA and the Alaska Synod.⁶¹ It is subject to ELCA discipline.⁶² Its pastor must be a member of the roster of Ministers of Word and Sacrament of ELCA.⁶³ If the church ceases to exist, its undisposed property passes to the Alaska Synod.⁶⁴

And, most telling, and essentially dispositive, it accepts the final authority of the Alaska Synod with respect to the adjudication of congregational disagreements.⁶⁵

Perkins argues that she simply challenges the legal authority of one congregational faction to terminate her employment, “not the church’s religious reasons for doing so.”⁶⁶ She argues that the court can resolve this matter by applying neutral principles of law: “the [court] only needs to interpret the church’s bylaws and state statutes.”⁶⁷

In *St. Paul Church, Inc. v. Board of Trustees of the Alaska Missionary Conference of the United Methodist Church*, the Alaska Supreme Court adopted the “neutral principles”

⁵⁷ *Markel*, 124 F.4th at 808.

⁵⁸ *Id.*

⁵⁹ *Defendants’ Motion for Summary Judgment*, 7.

⁶⁰ “[T]o attempt to so interfere through a *C15.11/S17.11 adjudication, would be a constitutional travesty. Lawfer at ¶ 2.d. The defendants cannot choose which portions of their Constitution to follow and which to decry as a travesty. The document must be read as a whole.

⁶¹ Exhibit 1, *C6.01.

⁶² *Id.*

⁶³ *Id.* at *C9.02.

⁶⁴ *Id.* at *C7.01.

⁶⁵ *Id.* at *C15.11.

⁶⁶ *Opposition to Motion to Dismiss*, p. 8.

⁶⁷ *Opposition to Motion to Dismiss*, 7.

approach “when resolving property disputes between religious organizations.”⁶⁸ The principle requires courts to examine the deeds to the property, the charter of the church, the “book of order or discipline” of the general church, and the “applicable state statutes.”⁶⁹

While the governance issues in this dispute incidentally involve property, the court has already reviewed the “charter of the church.” The defendants vaguely reference a single state statute,⁷⁰ requiring corporate directors to act in accordance with governing documents, to argue that Brendle’s *ultra vires* actions were void.

As noted above, the court has interpreted the church’s bylaws, which mandate precisely the actions that the Alaska Synod has taken, consistent with the church’s Constitution. The respective powers of the feuding factions, including their power to terminate Perkins’ call, have been determined by ecclesiastical authority

In *Herning v. Eason*, the Supreme Court rejected a “free exercise” claim and held that a church’s bylaws did not prohibit proxy voting.⁷¹ This limited holding does not control here, where the aggrieved defendants seek to overturn a church election and install a substitute slate of officers. The court will not declare Brendle ineligible to serve after the Alaska Synod has determined that she is.

Any purportedly “neutral principle” in this context could only inappropriately entangle the court in the church’s mission.

There is clearly a substantive disagreement between congregational factions, “an unfortunate schism ... about the mission and policies of the church and the ministry of ... Perkins,” in the words of Bishop Oslovich.⁷² The Synod Council has adjudicated the dispute.

The defendants effectively seek to appeal the decision of an ecclesiastical adjudicative body to this secular court. The court will not accept that call. No neutral principle permits the court to ignore the procedure set out in the church’s own governing documents, and no conceivable conception of this court’s power allows it to regulate the mission and policies of this church in crisis.

Because it lacks jurisdiction over Perkins’ claims regarding employment, the court will grant the plaintiffs’ *Motion to Dismiss*.

⁶⁸ 145 P.3d 541, 553 (Alaska 2006).

⁶⁹ *Id.*

⁷⁰ AS 10.06.483. *Opposition to Motion to Dismiss*, 9.

⁷¹ 739 P.2d 167, 168 (Alaska 1987).

⁷² Oslovich at ¶ 16.

4.2. The Defendants' Motion for Summary Judgment

The court cannot grant summary judgment in favor of the defendants.

All, or nearly all, of the facts in their Statement of Facts⁷³ are either explicitly contested, or unsupported speculation.⁷⁴

The defendants assert that Brendle's tenure on the council and her actions as council president are void because she exceeded a six-year limitation for service in the church Constitution. The only source for this allegation is Lawfer's self-serving affidavit, and it is directly disputed by the Synod Council's determination that the March 7, 2024 election was properly conducted and that the officers elected thereby were properly elected. On that basis, alone, summary judgment is inappropriate.

The defendants assert that a Meeting Code of Conduct prohibiting, among other behavior, "yelling, screaming, bullying, harassing or swarming" was adopted and enforceable.⁷⁵ The plaintiffs directly dispute this contention.⁷⁶ The only details of the alleged bullying, and of other outrageous and shocking behavior, are buried in an unsupported footnote.⁷⁷ The court can no more enforce a disputed vaguely worded anti-bullying provision than it can require the parties to follow the golden rule.⁷⁸

Similarly, the defendants' briefing refers in a footnote to Brendle's resignation and a letter explaining it, and speculates about her inner thoughts, while conceding that they "cannot vouch for the validity of the letter."⁷⁹ The passionate arguments of counsel will not support summary judgment.

Because there are multiple genuine issues of material fact, the court cannot grant the defendants' *Motion for Summary Judgment*.

4.3. The Plaintiffs' Cross-Motion for Summary Judgment

The court has already determined that the ecclesiastical abstention doctrine bars Perkins' employment claims, but the same analysis applies to all remaining claims.

⁷³ *Defendants' Motion for Summary Judgment*, 3-6.

⁷⁴ Compare Koelsch at ¶¶ 12-15, 17-32 with Lawfer and Exhibit 3. *See also* Affidavit of Kristin Cadigan-McAdoo, ¶ 5; *see also* Oslovich at ¶ 17.

⁷⁵ Lawfer, Exhibit 2.

⁷⁶ Koelsch at ¶¶ 22-23 and Attachment 4.

⁷⁷ *Defendants' Motion for Summary Judgment*, p. 9, fn. 7.

⁷⁸ "Therefore all things whatsoever ye would that men should do to you, do ye even so to them: for this is the law and the prophets." Matthew 7:12 (King James Version).

⁷⁹ *Id.* at 6, fn. 5. *See also* Lawfer, ¶ 1.d. & Ex. 1.

Because the ecclesiastical abstention doctrine applies, and because there are no neutral principles that would allow the court to decide this dispute without impermissibly intruding into the church's mission and policies, the court lacks jurisdiction over the defendants' remaining claims. No disputed material facts can overcome this legal determination, and the court will grant the plaintiffs' *Cross-Motion for Summary Judgment*.

4.4. Defendants' Motion to Compel Discovery

Because the court has granted the motion to dismiss Perkins' employment claims, and granted summary judgment to the plaintiffs on all remaining claims, the defendants' motion to compel discovery is DENIED AS MOOT.

5. CONCLUSION

For the reasons stated above, the plaintiffs' *Motion to Dismiss* is GRANTED.

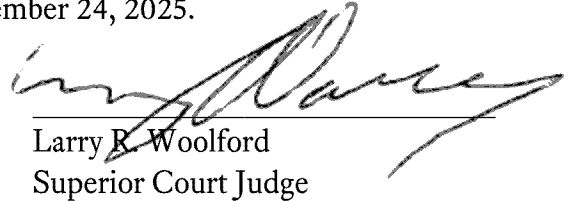
The defendants' *Motion for Summary Judgment* is DENIED.

The plaintiffs' *Cross-Motion for Summary Judgment* is GRANTED.

The defendants' *Motion to Compel Discovery* is DENIED AS MOOT.

The parties must now follow the abiding and eternal commands of their shared faith, not the fleeting, worldly demands of this secular court.

SO ORDERED at Juneau, Alaska, on November 24, 2025.


Larry R. Woolford
Superior Court Judge

Alaska Trial Courts

Certificate of Distribution

Case Number: 1JU-24-00681CI

Case Title: RESURRECTION LUTHERAN CHURCH ALASKA VS. LAWFER, KAREN

The Alaska Trial Courts certify that the Order Granting Motion Case Motion #10 Motion to Dismiss; Memorandum in Support of Motion to Dismiss was distributed to:

Recipient	Servicing Method	Distribution Date
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Counsel for Plaintiff Resurrection Lutheran Church -Juneau, Alaska

Filed in the foal Courts
STATE OF ALASKA, FIRST DISTRICT
AT JUNEAU
JUN t 7 2024

By

RLJ Deputy

**SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

RESURRECTION)
LUTHERAN CHURCH -)
JUNEAU,ALASKA)
Plaintiff,)

vs.)

KAREN LAWFER,)
KAREN PERKINS and)
BRADLEY PERKINS, in his)
individual capacity and d/b/a)
JuneauLive.org and)
RLClive.org)
Defendants.)

1JU-24- 006@i Civil

**VERIFIED COMPLAINT FOR DECLARATORY RELIEF AND
POTENTIAL EQUITABLE RELIEF**

[Alaska Civil Rule 22 & 67]

Plaintiff, Resurrection Lutheran Church in Juneau ("RLC"), for its cause of action, on behalf of RLC and the members of the RLC congregation, by RLC President Lisa Brendle ("Brendle"), through counsel, alleges as follows:

INTRODUCTION

1. This lawsuit is brought to determine who has authority to conduct the organizational needs and financial affairs of the RLC and to prevent waste of church assets and provide for an accounting of funds raised for the ministerial work of the church.

NATURE OF THE CASE

2. This lawsuit is initiated by Brendle, in her official capacity as President of RLC, in the interest of the RLC congregation to enforce the results of the election of RLC officers, as noted by the RLC Council *Meeting Minutes* dated March 7, 2024. Additionally, this lawsuit is brought to confirm that acts conducted by Brendle and the properly elected officers of RLC taken since March 7, 2024 are valid and that any acts by former President Karen Lawfer, by herself or in conjunction with other members of the RLC congregation purporting to act according to an illegitimate election undertaken by a rump group of the RLC Council on May 16, 2024, are invalid and without merit. Finally, Brendle, acting on behalf of the RLC congregation, may seek relief from the court allowing placement of some or most of the current RLC operating funds into the registry of the court to prevent waste as well as an Order directing that no transfer of property or assets owned or controlled by RLC be disposed of or distributed without the express consent of the court and an accounting of funds raised, used or distributed by any of the named defendants in this litigation.

PARTIES

3. RLC is a place of worship located in Juneau, Alaska.
4. Brendle is a citizen and registered voter of Alaska who resides in Juneau.
5. Karen Lawfer is a resident of Juneau, Alaska.
6. Karen Perkins is a resident of Juneau, Alaska.
7. Bradley Perkins is a resident of Juneau, Alaska.

JURISDICTION

8. The Superior Court has jurisdiction to hear this dispute according to AS 22.10.020.

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FACTS

9. Brendle is the lawfully elected current President of the RLC.

10. Karen Perkins is currently serving as the Pastor of RCL and is scheduled to end her service as Pastor on June 30, 2024.

11. Karen Lawfer is a member of RLC, the past president of RLC, whose term as President was completed on March 7, 2024.

12. Bradley Perkins has previously been engaged and authorized by RLC to develop and submit grants on behalf of RLC.

13. On March 7, 2024, Brendle was elected President of RLC by the RCL Council and assumed the presidency of RLC.

14. The election of Brendle by the RCL Council took place according to proper notice to the RLC congregation.

15. The election of Brendle as President of RLC was confirmed by the ***Council Minutes*** of the RLC Council dated March 7, 2024, as adopted unanimously by the RLC Council during a meeting conducted on April 18, 2024.

16. On or about May 16, 2024, former RLC President Karen Lawfer began contesting the legitimacy of the election of Brendle.

17. Karen Lawfer engaged in activities to contest the legitimacy of Brendle's election as President of RLC, including holding a meeting on May 16, 2024, where a disaffected group of the RLC Council convened and purportedly elected Karen Lawfer as the President of RLC.

18. Bradley Perkins, acted as a Notary Public, affixed his signature and stamp to a document titled ***Affidavit of Inspection and Tabulation***, dated May 16, 2024, a document purportedly electing a slate of candidates to the RLC Council, including Karen Lawfer as President.

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19. The election conducted by a rump group of RLC Council members on May 16, 2024, electing an alternative slate of officers to govern the RLC did not take place in accord with RLC guidelines and standards.

20. The election of Brendle on March 7, 2024, was confirmed as legitimate by Bishop Shelley Wickstrom ("Bishop" or "Bishop Wickstrom"), of the Alaska Synod of the ELCA on May 18, 2024.

21. Bishop Wickstrom had numerous communications with Karen Lawfer and Karen Perkins during May 2024, about the propriety of Brendle's election as President of RLC.

22. On information and belief, Bishop Wickstrom repeatedly advised Karen Perkins and Karen Lawfer that Brendle was the President of RLC.

23. On or about May 31, 2024, the act by the Bishop confirming the legitimacy of Brendle's election on March 7, 2024, was determined as having been appropriate by the Executive Committee of the Alaska Synod of the ELCA ("Synod").

24. The Synod's determination upholding Bishop Wickstrom's finding that Brendle was the properly elected President of RLC was based on and consistent with the Bishop's authority under the Synod's constitution.

25. On June 11, 2024, Karen Lawfer called for a RLC Special Council meeting, seeking to take control of the financial assets of RLC.

26. Karen Lawfer, Karen Perkins, and Bradley Perkins have failed to provide the RLC officers and congregation with an accounting of funds allocated by RLC for church programs and building operations.

27. Karen Perkins, Bradley Perkins, and Karen Lawfer have impeded and failed to provide information related to the finances of RLC.

ALLEGATIONS

28. Karen Perkins and Bradley Perkins have colluded with Karen Lawfer for the purpose of obstructing the legitimate authority of Brendle.

29. Karen Lawfer, Bradley Perkins, and Karen Perkins have worked together to manipulate the finances and assets of RLC in a manner inconsistent with the legitimate operations of RLC, as determined by the RLC Council.

30. Karen Perkins and Karen Lawfer have failed to adhere to findings and directives provided by Bishop Wickstrom and the Synod related to the election of Brendle.

31. Karen Lawfer and Karen Perkins, in combination with Brad Perkins, have sought to take over the financial and other assets of RLC.

32. Bradley Perkins, Karen Lawfer, and Karen Perkins, by their acts and assertions related to and contesting the legitimately elected President of the RLC have created chaos, bad will and confusion among the RLC congregation, to the detriment of individual congregation members and the church.

33. Karen Perkins, Karen Lawfer, and Bradley Perkins, by their acts and assertions related to the operation of the RLC, have negatively impacted the spiritual growth and tranquil operations of the worship community.

34. Bradley Perkins and Karen Perkins have failed to conform with RLC Council directives.

35. Karen Perkins, in her role as Pastor of the RLC, has failed to adhere to directives by the RLC Council, a failure that has strained the bonds of trust required for a suitable and productive relationship.

36. Karen Lawfer, Bradley Perkins, and Karen Perkins, by their acts, in conjunction and separately, have caused harm and damage to the RLC congregation, including, but not limited to, the loss of reputation.

37. Karen Perkins, by her acts and omissions related to her role as a Pastor in the employ of RLC, has breached her duties.

38. Karen Perkins, by her acts and omissions related to her duties as a Pastor in the employ of the RLC, has violated the covenant of good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, through President Brendle, on behalf of the RLC congregation, requests the following relief:

A. Declaratory relief recognizing, and finding that Brendle is the lawfully elected President of RLC; and,

B. A declaration, as necessary, ratifying and confirming the acts of Brendle as President of RLC since her election on March 7, 2024, that the acts and decisions made by the Bishop were proper and further, that the findings and conclusions rendered by the Synod upholding the Bishop's determination were proper; and,

C. Injunctive relief, if necessary, designed to protect the financial and other corporate assets of RLC from waste or misallocation; and,

D. An award of costs and reasonable fees against the defendants, jointly or separately, associated with maintaining this lawsuit; and,

E. Any other relief necessary to protect the rights of the Plaintiff and the RLC congregation.

THIS MATTER IS FORMALLY
ASSIGNED TO
MARIANNA CARPENETI
SUPERIOR COURT JUDGE

VERIFICATION OF FACTS & PLEADINGS

On my Oath, having read and reviewed this document, I swear the facts contained in this Complaint are true to the best of my knowledge.

DATED this 17th- day of June 2024 at Juneau, Alaska.

RESURRECTION LUTHERAN CHURCH
-JUNEAU, ALASKA-

tZMtt

Lisa Brendle,
President

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 17 day of June, 2024, before mt., the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Lisa Brendle**, known to me to be the person named in and who executed this document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes specified in the document.

GIVEN under my hand and official seal the day and year first above written.

Jennifer R Huntley
Notary Public for Alaska
My Commission Expires: 6/26/26



DATED this 17^m day of June 2024 at Juneau, Alaska.

LAW OFFICE OF
JOSEPH . GELDHOF

Joseph . Geldhof

Joseph . Geldhof
Alaska Bar # 8111097

**SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

RESURRECTION)
LUTHERAN CHURCH,)
 Plaintiff,)
)
 vs.)
)
KAREN LAWFER,)
KAREN PERKINS and)
BRAD PERKINS, in his)
 individual capacity and d/b/a)
JuneauLive..org and)
RLClive.org)
 Defendants.)
 _____)

1JU-24- 00 *Li&/* Civil

SUMMONS

TO: Defendant, Brad Perkins

YOU ARE HEREBY SUMMONED and required to file with the Court a written Answer to the attached Complaint. Your Answer must be filed with the Court at the Court Clerk's Office in the Dimond Court House (123 4th Street Juneau, Alaska), Post Office Box 114100 Juneau, Alaska 99811 within twenty (20) days after the day you receive this summons. In addition, a copy of your Answer must be sent to: Joe Geldhof, Law Office of Joseph W. Geldhof, 2 Marine Way, Suite# 207, Juneau, Alaska 99801.

If you fail to file your Answer within twenty days, an entry of judgment by default may be rendered against you for the relief demanded in the Complaint.

If you are not represented by an attorney, you must inform the Court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form ***Notice of Change of Address/Telephone Number*** (TF-955), available at the Court Clerk's office or on the State of Alaska Court System's website at: www.state.ak.us/courts/forms.htm, to inform the Court.

-OR-

If you have an attorney, the attorney must comply with Alaska Civil Procedure Rule 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

To: Plaintiff and Defendant

You are hereby given notice that this case has been assigned

to Judge:

THIS MATTER IS FORMALLY
ASSIGNED TO
MARIANNA CARPENETI
SUPERIOR COURT JUDGE

DATED this 17th day of June, 2024.

CLERK OF COURT



ourt

JEFFERY D. TROUTT
Troutt Law Office, LLC
P.O. Box 240096
Douglas, AK 99824
Phone: 907-723-5684
jtroutt@me.com

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church)
Juneau, Alaska)
Plaintiff)
)
vs)
)
Karen Lawfer, Karen Perkins,)
Bradley Perkins, in his)
Individual Capacity and d/b/a)
RCCLive.org)
Defendants,)
)
Resurrection Lutheran Church)
Counter-complainant)
)
vs)
)
Lisa Brendle,)
Counter-defendant,)
)
Karen Perkins, and Resurrection)
Lutheran Church,)
Third-Party Complainants)
)
vs.)
)
Lisa Brendle and Kristin Cadigan-)
McAdoo,)
Unknown parties,)
Counter-Defendants and)
Third-Party)
Defendants.)
)

No: 1JU-24-00681CI

**TECHNICAL AMENDMENT TO ANSWER, COUNTER-CLAIM
AND THIRD-PARTY COMPLAINT**

[This technical amendment to the defendant's answer, Counter-Claim and Third-Party Complaint, corrects the case caption Kristian Cadigan-McAdoo and establishes jurisdiction for the Third-Party Complaint]

Comes Now, Defendants, Counter-Complainants Karen Perkins, Bradley Perkins, and Karen Lawfer Counter-Complainants and Third-Party Complainants Karen Perkins and Resurrection Lutheran Church, who answer the "Verified Complaint for Declaratory Relief and Potential Equitable Relief" as follows who answer and assert their claims as follows:

Introduction

This dispute is fundamentally about disagreements in doctrine and the application of the applicability of Christian ethics and codes of behavior to intra-church relationships, elections, and the broader mission of the Church in the World. They also include the degree to which Christ values socially marginalized groups, people who are homeless, people living with mental illness and brain disorders, people of historically traumatized or oppressed ethnic groups. Further, they include the use of church facilities to provide both basic human needs, alternative accessibility diverse populations and innovative opportunities to build community relationships. The Plaintiff is not Resurrection Lutheran Church, but Lisa Brendle, who stands alone in bringing this suit and does not speak for the Church.

ANSWER TO THE COMPLAINT

1. The allegations set forth in ¶ 1 are denied to the extent that they request declaratory relief against the defendants.
2. The allegations set forth in ¶ 2 are denied to the extent that they represent Lisa Brendle to be the legitimate President of Resurrection Lutheran Church.
3. The allegations set forth in ¶ 3 are admitted.

4. The allegations set forth in ¶ 4 are admitted.

5. The allegations set forth in ¶ 5 are admitted.

6. The allegations set forth in ¶ 6 are admitted.

7. The allegations set forth in ¶ 7 are admitted.

8. The allegations set forth in ¶ 8 are neither admitted nor denied. Defendants, Counter-Complainants and Third-Party plaintiffs assert that the Court does not have jurisdiction to determine the duly elected Pastoral and Spiritual leadership of Resurrection Lutheran Church. The Court, does, however, have jurisdiction over the Counter-Complainants and Third-Party claims of Pastor Karen Perkins and Resurrection Lutheran Church.

9. The allegations set forth in ¶ 9 are denied. Lisa Brendle is not the President of Resurrection Lutheran Church; Karen Lawfer is.

10. The allegations set forth in ¶ 10 is admitted with respect to Karen Perkins being Pastor of Resurrection Lutheran Church. The remaining allegations are denied.

11. The allegations set forth in ¶ 11 are admitted, except that the allegations that Ms. Lawfer's term as President of Resurrection Lutheran Church expired on March 7, 2024 are denied.

12. The allegations set forth in ¶ 12 are admitted.

13. The allegations set forth in ¶ 13 are denied.

14. The allegations set forth in ¶ 14 are admitted.

15. The allegations set forth in ¶ 15 are admitted.

16. The allegations set forth in ¶ 16 are admitted.

17. The allegations set forth in ¶ 17 are admitted to the extent that defendant Karen Lawfer contested the original count from the election. The remainder of the allegations set out in that ¶ are pejorative and are denied.

18. The allegations set forth in ¶ 18 are admitted except to the sense that the word “purportedly” is pejorative, and inaccurate and is denied,

19. The allegations set forth in ¶ 19 are denied.

20. The allegations set forth in ¶ 20 are admitted. Defendants, Counter-Complainants, and Third-Party Complainants assert that Bishop Shelley Wickstrom had no authority to confirm any election of officers for the leadership of Resurrection Lutheran Church.

21. The allegations set forth in ¶ 21 are admitted.

22. The allegations set forth in ¶ 22 are neither admitted nor denied. The past bishop had no authority to determine any election for the leadership of Resurrection Lutheran Church.

23. The allegations set forth in ¶ 23 are neither admitted nor denied. The Executive Committee of the Alaska Synod of the Evangelical Church in America (“Synod”) had no authority to confirm the appropriateness or the legitimacy of any election of officers for the leadership of Resurrection Lutheran Church.

24. The allegations set forth in ¶ 24 are denied. If Bishop Wickstrom attempted to interfere with the determination of the government of Resurrection Lutheran Church, she would have exceeded her authority as Bishop.

25. The allegations set forth in ¶ 25 are admitted to the extent that Ms. Lawfer called a meeting. The remainder of the paragraph is pejorative and denied.

26. The allegations set forth in ¶ 26 are denied.

27. The allegations set forth in ¶ 27 are denied.

28. The allegations set forth in ¶ 28 are denied.

29. The allegations set forth in ¶ 29 are denied.

30. The allegations set forth in ¶ 30 are not phrased in a manner to allow them to be admitted or denied. The Bishop had no authority to determine the proper leadership of Resurrection Lutheran Church, and the Defendant's, Counter-Complainant, and Third-Party plaintiffs were not obligated to adhere to any alleged findings of the bishop or synod.

31. The allegations set forth in ¶ 31 are denied.

32. The allegations set forth in ¶ 32 are denied.

33. The allegations set forth in ¶ 33 are denied. Defendants further assert that this Court has no business or jurisdiction to inquire into or make any determination or opine about the "spiritual growth or tranquil operations of the worship community." Any such determination would be in violation of the Establishment Clause of the First Amendment to the United States Constitution and Art. 1, § 4 of the Alaska Constitution.

34. The allegations set forth in ¶ 34 are denied and would require the Court to make a spiritual determination beyond its jurisdiction.

35. The allegations set forth in ¶ 35 are denied.

36. The allegations set forth in ¶ 36 are denied.

37. The allegations set forth in ¶ 37 are denied and require the Court to make a determination outside of its Constitutional and statutory authority.

38. The allegations set forth in ¶ 38 are denied.

Counter-Claims and Third-Party Claims

39. For the Court's understanding of the background and the organization involved, Resurrection Lutheran Church's Council is its governing body and has remained unchanged

during the course of all events at issue in this matter. The Council consists of 12 people plus the Pastor.

40. For the Court's information and to further its understanding of the organizations involved in this matter, the Synod is a regional body of the Evangelical Lutheran Church in America (ELCA). There is an Alaska Synod of the ELCA.

41. For the Court's information and to further its understanding of the roles of the persons involved in this matter, in the ELCA denomination, a Bishop's power is limited by the Resurrection Lutheran Church's constitution, the Synod constitution, and the ELCA constitution. That power does not include oversight of elections.

42. For the Court's information and to further its understanding of the organizations and persons involved in the case, the ELCAS' major decisions are made by the Congregation or Assemblies at their meetings, with further authority delegated to Councils. A Congregation Council makes decisions at a meeting consisting of a quorum of the Council members. It takes seven members to constitute a quorum at Resurrection Lutheran Church.

43. Under the Church's Constitution, it takes a vote of $\frac{2}{3}$ of the voting members of the Congregation at a meeting called for that purpose to call or end the call of a pastor. (Call or end a call is church jargon for hiring or terminating a pastor.) There is no other way that the Church, the Synod, or any other leadership of the ELCA denomination can end a pastor's call, without following the detailed protocols specified in the constitution.

43A. Third-Party Defendant Kristin Cadigan-McAdoo is a resident of Juneau, Alaska. The amount at issue is over \$100,000.00. Consequently, this Court has jurisdiction over Third-Party Defendant Kristin Cadigan-McAdoo, and the First Judicial District venue is Proper under

AS 22..10.220. Venue is proper under Civil Rule 3 because Ms. Cadigan-McAdoo resides in the First Judicial District and the claims at issue arose there.

Declaratory Judgment

44. The congregation's code of conduct forbids the use of bullying, personal attacks, and swarming. It further requires the membership to refrain from personal threats or attacks. While these are legal tactics in many secular election contexts, in this congregation, they are illegal. The church places a burden upon its members to behave to a higher standard than would be required at a secular corporate or political election.

45. At a Council meeting on March 2024, the annual election was held to elect officers of the Church. Over time, violations of the congregation's code of conduct were discovered. After members of the Council came forward to confess that their votes were obtained through bullying or other violations of the code of conduct, Karen Lawfer, who was President of the Council at the time of the meeting, exercised her authority to nullify the results of the election. The Code of Conduct gave her the authority, as the Chair of the March 7, 2024 meeting, to correct the votes recorded in that meeting. The votes that were obtained in violation of the code of conduct such votes were invalidated, recounted, or reversed when the persons who were subjected to the illegal conduct disclosed how they would have voted in the absence of that conduct. The Council members whose votes were obtained in violation of the code of conduct concurred with the correction. The corrections were ratified by the Council at a June 30, 2024 meeting.

45. Affidavits of Council members who had been subjected to illegal conduct were given voluntarily. Those members have asked that their names be held in confidence until either they decide otherwise or it becomes absolutely necessary to reveal them.

46. Because they attempted to obtain their offices illegally, the new slate of officers never actually entered their offices, and any actions they took as a result are void. They are not the president or treasurer, but the False president and False treasurer, etc. They violated the rules and were caught. When their actions were brought to light, rather than admit their misdeeds, repent, and seek reconciliation with their brothers and sisters, they doubled down on their lies—compounding lie upon lie upon misrepresentation. The church Bishop accepted their lies without question or investigation and sullied the name of the Lutheran Church by her cooperation and themselves by association with the lies and misconduct of what has become their co-conspirators.

47. In the absence of coercion that violated the Church's rules, a majority of the Council, at a duly noticed meeting, declared that Karen Lawfer is President of the Corporation, that Lynda Stover is Treasurer of the Corporation, that Clarice Bethers is Secretary of the Corporation, and that Karen Perkins is Pastor of Resurrection Lutheran Church.

48. In addition, in order to file a lawsuit, the Church Council must authorize the church to file the suit. Even if Ms. Brendle were President, no such authorization was made, and the defendants are not aware of any congregational, Council, or executive committee (even if it were proper) meeting that was scheduled or announced to provide such authority. Without authorization, Ms. Brendle has no authority to act on behalf of Resurrection Lutheran Church.

49. However, the true Council of Resurrection Lutheran Church did authorize outside counsel to defend the Church. That representation includes representation of Resurrection Lutheran Church as well as the other defendants.

**Counter-Claims and Third-Party Claims
For an Accounting and/or For Conversion**

50. According to the rules of the Church, any bank account withdrawals must be reported to the Council.

51. At an unknown date, unknown parties moved almost all of the Church's money into the church's operating and savings accounts. On June 12, 2024, Lisa Brendle and Kristin Cadigan-McAdoo withdrew \$205,000 from the Church's savings account.

52. The Council did not authorize the withdrawal; the withdrawal was not reported to the Council. The defendants and Resurrection Lutheran Church do not know what they did with the money.

53. Consequently, Lisa Brendle and Kristin Cadigan-McAdoo committed the tort of conversion.

54. The Church is in danger of being unable to pay its bills and may soon be insolvent because of the conversion of funds.

55. Because of the above-stated allegations, the defendants, as the true President and Pastor of Resurrection Lutheran Church, ask the Court for an accounting and a return of the money to Resurrection Lutheran Church.

56. If they cannot return the money to the Church, Lisa Brendle and Kristin Cadigan-McAdoo are liable in conversion to Resurrection Lutheran Church in an amount to be proven at trial, but in any event, no less than \$205,000.00, plus punitive damages, attorney's fees, and costs.

Third-Party Claim and Counter-Claims
Unjust Termination and/or False Reporting of Termination

57. Under the constitution of Resurrection Lutheran Church, pastors can be called or lose their calling only by a $\frac{2}{3}$ vote of the Congregation at a properly noticed meeting.

58. No properly noticed vote took place. On information and belief, a secret meeting was called in violation of the Church Constitution, and notice was given only to a targeted group. The regular congregation was not informed of the meeting, and some Council members were not notified of the meeting. A public meeting to vote on the Call of Paster Perkins was not called because Lisa Brendle knew that she did not have the votes to remove Pastor Perkins at a properly called and noticed meeting. (On information and belief, the notice that was given to the targeted group incorrectly said that a 51% vote was required to end Pastor Perkin's call, and that error compounded the illegitimacy of the notice and the vote.) There has not been a public disclosure of the voting results of that illegal meeting.

59. On information and belief, at a date uncertain, Lisa Brendle, with the assistance of unknown persons or unnamed personas, falsely reported to the church and the Synod that Pastor Perkins had been terminated as of June 30, 2024.

60. With the assistance of Lisa Brendle, persons unknown or unnamed caused the church and Synod to stop Paster Perkins' salary and benefits (including health insurance).

61. Pastor Perkins has suffered financial loss from the loss of income and will soon be vulnerable to any medical bills that may accrue and is in peril of great financial loss.

63. Because of the above, Paster Perkins was not terminated. Lisa Brendle, with the assistance of unknown persons or persons unnamed, caused injury to Pastor Perkins by falsely asserting that Pastor Perkins was terminated and causing her salary and benefits to be terminated. They are trying to starve her out and pressure her into resigning.

64. Because they falsely stated that Pastor Perkins was terminated, Lisa Brendle and persons unknown and/or unnamed Lisa Brendle and other unnamed persons violated Pastor Perkins' employment rights with the Church.

65. Consequently, Lisa Brendle and the other unnamed persons are liable to the defendant in the amount to be proven at court, but in any event, no less than her actual losses, along with punitive damages.

Violation of the Implied Duty of Good Faith and Fair Dealing

66. By violating the Church's rules of conduct, refusing to recognize the slate of officers who duly held office after their violations were exposed, and acting *ultra vires* in pillaging the Church's bank accounts without providing notice to the Council, and causing Pastor Perkins' benefits to be cut off, Lisa Brendle, and persons unknown or not yet named in this lawsuit tortiously breached their duty of good faith and fair dealing,

67. Ms. Brendle and the other unnamed or unknown persons acted in a manner that a reasonable person would regard as unfair and those actions deprived Pastor Perkins from receiving benefits of her employment contract. Due to the above-mentioned tortious conduct, Third-Party Plaintiff Karen Perkins has been damaged in an amount to be determined at trial, but at least \$20,000, plus punitive damages, attorney's fees and costs.

Demand and Prayer for Judgment

The allegations set forth in ¶¶ 1 through 67 are hereby restated and realleged by reference.

Defendants and counter-claimants Resurrection Lutheran Church, Karen Lawfer, Karen Perkins, and Bradley Perkins and Third-Party Plaintiffs Karen Perkins and Resurrection Lutheran Church pray for judgment and relief as follows:

ANSWER, RLC, Brendle v. Lawfer, *et al*, page 11 of 13.

1. For a declaratory judgment that Karen Lawfer is President of the Corporation, that Lynda Stover is Treasurer of the Corporation, that Clarice Bethers is Secretary of the Corporation, and that Karen Perkins is Pastor of Resurrection Lutheran Church.

2. For an accounting of Ms. Brendle's and Ms. Cadigan-McAdoo financial actions consisting of moving money from account to account without notice to the Council, disappearing \$205,000 from the Church's bank accounts without notice to, or authorization of, the Council.

3. For judgment against counter-defendant Lisa Brendle, Third-Party Defendants Kristin Cadigan-McAdoo, and any unknown or unmentioned persons who advised them, conspired with them and assisted them in converting the funds of Resurrection Lutheran Church. For an award of actual losses, punitive damages, attorney's fees, and costs jointly and severally against all persons found liable for the unauthorized conversion of the Church's funds.

4. For a judgment against the Counter-Defendants, Third-Party Defendants, and persons currently known or unnamed for their false declaration that Karen Perkins is not Pastor of Resurrection Lutheran Church, their illegal cutoff of Pastor Perkins' salary and benefits. Pastor Perkins requests a judgment for actual damages in an amount to be proven at trial but in no event less than \$20,000 plus any punitive damages, attorney's fees, or costs that are applicable.

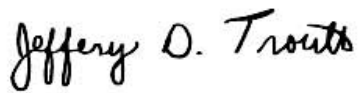
5. For a judgment against the counter-defendant, third-party-defendant, and persons currently known or unnamed for the bad faith violation of the duty of good faith and fair dealing in an amount to be proven at trial, but in any event, no less than \$20,000 plus punitive damages, attorney's fees and costs.

6. For the dismissal of all of the Plaintiff's claims.

7. For an award of attorney's fees and costs.

8. For such other relief as the Court believes is just and equitable.

DATED this 9th day of August, 2024.

A handwritten signature in black ink that reads "Jeffery D. Troutt". The signature is written in a cursive, slightly slanted style.

Jeffery D. Troutt

Alaska Bar Number 910605

Counsel for Resurrection Lutheran Church, Karen Lawfer, Karen Perkins, and Bradley Perkins.

Constitution and Bylaws of
RESURRECTION LUTHERAN CHURCH
of Juneau, Alaska
Last Amended: February 25, 2024

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***PREAMBLE**

We, baptized members of the Church of Christ, responding in faith to the call of the Holy Spirit through the Gospel, desiring to unite together to preach the Word, administer the sacraments, and carry out God's mission, do hereby adopt this constitution and solemnly pledge ourselves to be governed by its provisions. In the Name of the Father and of the Son and of the Holy Spirit.

Chapter 1.

NAME AND CORPORATION

- C1.01.** The name of this congregation shall be Resurrection Lutheran Church of Juneau, Alaska.
- C1.02.** For the purpose of this constitution and the accompanying bylaws, Resurrection Lutheran Church is hereinafter designated as "this congregation."
- C1.03.** This congregation shall be incorporated under the laws of the State of Alaska.

Chapter 2.

CONFESSION OF FAITH

- *C2.01.** This congregation confesses the Triune God, Father, Son, and Holy Spirit.
- *C2.02.** This congregation confesses Jesus Christ as Lord and Savior and the Gospel as the power of God for the salvation of all who believe.
 - a. Jesus Christ is the Word of God incarnate, through whom everything was made and through whose life, death, and resurrection God fashions a new creation.
 - b. The proclamation of God's message to us as both Law and Gospel is the Word of God, revealing judgment and mercy through word and deed, beginning with the Word in creation, continuing in the history of Israel, and centering in all its fullness in the person and work of Jesus Christ.
 - c. The canonical Scriptures of the Old and New Testaments are the written Word of God. Inspired by God's Spirit speaking through their authors, they record and announce God's revelation centering in Jesus Christ. Through them God's Spirit speaks to us to create and sustain Christian faith and fellowship for service in the world.

Chapter 7.

PROPERTY OWNERSHIP

***C7.01.** If this congregation ceases to exist, title to undisposed property shall pass to the Alaska Synod of the Evangelical Lutheran Church in America.

C7.01.01. It is the desire of this congregation that the Alaska Synod of the Evangelical Lutheran Church in America shall transfer the Education Endowment Fund to another congregation of the Evangelical Lutheran Church in America located in Juneau, Alaska, if such a congregation exists, or to a congregation in another location in Alaska, that is willing to accept and administer the Fund in accordance with its purpose.

***C7.02** If this congregation is removed from membership in the Evangelical Lutheran Church in America according to its procedure for discipline or pursuant to 9.23. of the constitution and bylaw of the Evangelical Lutheran Church in America, title to property shall continue to reside in this congregation.

***C7.03.** If the voting members of this congregation present at a legally called and conducted special meeting of this congregation vote to transfer to another Lutheran church body, title to property shall continue to reside in this congregation, provided the process for termination of relationship in *C6.05. has been followed. Before this congregation takes action to transfer to another Lutheran church body, it shall consult with representatives of the Alaska Synod.

***C7.04.** If the voting members of this congregation present at a legally called and conducted special meeting of this congregation vote to become independent or relate to a non-Lutheran church body and have followed the process for termination of relationship in *C6.05., title to property of this congregation shall continue to reside in this congregation only with the consent of the Synod Council. The Synod Council, after consultation with this congregation by the process established by the synod, may give approval to the request to become independent or to relate to a non-Lutheran church body, in which case title shall remain with the majority of the congregation. If the Synod Council fails to give such approval, title shall remain with those members who desire to continue as a congregation of the Evangelical Lutheran Church in America. In neither case does title to this congregation's property transfer to the synod.

***C7.05.** Notwithstanding the provisions of *C7.02. and *C7.03. above, where this congregation has received property from the synod pursuant to a deed or other instrument containing restrictions under provision 9.71.a. of the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*, this congregation accepts such restrictions and:

- a. Shall not transfer encumber, mortgage, or in any way burden or impair any right, title, or interest in the property without prior approval of the Synod Council.
- b. Shall—upon written demand by the Synod Council, pursuant to †S13.23. of the constitution of the Alaska Synod—reconvey and transfer all right, title, and interest in the property to the synod.

Chapter 8.

MEMBERSHIP

- ***C8.01.** Members of this congregation shall be those baptized persons on the roll of this congregation at the time that this constitution is adopted and those who are admitted thereafter and who have declared and maintain their membership in accordance with provisions of this constitution and its bylaws.
- ***C8.02.** Members shall be classified as follows:
 - a. **Baptized** members are those persons who have been received by the Sacrament of Holy Baptism in this congregation, or, having been previously baptized in the name of the Triune God, have been received by certificate of transfer from other Lutheran congregations or by affirmation of faith.
 - b. **Confirmed** members are baptized persons who have been confirmed in this congregation, those who have been received by adult baptism or by transfer as confirmed members from other Lutheran congregations, or baptized persons received by affirmation of faith.
 - c. **Voting** members are confirmed members. Such confirmed members, during the current or preceding calendar year, shall have communed in this congregation and shall have made a contribution of record to this congregation. Members of this congregation who have satisfied these basic standards shall have the privilege of voice and vote at every regular and special meeting of this congregation as well as other rights and privileges ascribed to voting members by the provisions of this constitution and its bylaws. They shall not have voted as a seasonal member of another congregation of this church in the previous two calendar months.
 - d. **Associate** members are persons holding membership in other Christian congregations who wish to retain such membership but desire to participate in the life and mission of this congregation. These individuals have all the privileges and duties of membership except voting rights or other rights and privileges ascribed to voting members by the provisions of this constitution and its bylaws.
 - e. **Seasonal** members are voting members of other congregations of this church who wish to retain such membership but desire to participate in the life and mission of this congregation, including exercising limited voting rights in this congregation. The Congregation Council may grant seasonal

membership to such persons provided that this congregation is a member of a synod where the Synod Council has approved seasonal member voting on its territory. Such seasonal members shall have all the privileges and duties of voting members except that:

- 1) they shall not be eligible for elected office in, or for membership on the Congregation Council or on a call committee of, this congregation;
- 2) they shall not have the right to vote on any matter concerning or affecting the call or termination of call of any minister of this congregation;
- 3) they shall not have the right to vote on any matter concerning or affecting the affiliation of this congregation with this church;
- 4) they shall not be eligible to serve as voting members from this congregation of the Synod Assembly or the Churchwide Assembly;
- 5) they shall not, even if otherwise permitted by this congregation, vote by proxy or by absentee ballot; and
- 6) they shall not, within any two calendar month period, exercise voting rights in this congregation and in the congregation where they remain voting members.

***C8.03.** All applications for confirmed membership shall be submitted to and shall require approval of the Congregation Council.

***C8.04.** It shall be the privilege and duty of members of this congregation to:

- a. make regular use of the means of grace, both Word and sacraments;
- b. live a Christian life in accordance with the Word of God and the teachings of the Lutheran church; and
- c. support the work of this congregation, the synod, and the churchwide organization of the Evangelical Lutheran Church in America through contributions of their time, abilities, and financial support as biblical stewards.

C8.04.01. All active, confirmed members of this congregation shall be entitled to use the church facilities for marriages, funerals, or baptisms in the family. Others may use the church facilities on such occasions at the discretion of the Congregation Council.

***C8.05.** Membership in this congregation shall be terminated by any of the following:

- a. death;
- b. resignation;
- c. transfer or release;
- d. disciplinary action in accordance with Chapter 20 of the constitution and bylaws of the Evangelical Lutheran In America; or
- e. removal from the roll due to inactivity in accordance with the provisions of this constitution and its bylaws.

such calls shall be in writing setting forth the purpose and conditions involved. Prior to the completion of a term, the bishop or a designated representative of the bishop shall meet with the deacon and representatives of this congregation for a review of the call. Such a call may also be terminated before its expiration in accordance with the provisions of *C9.25.a.

***C9.29.** The deacon shall become a member of this congregation upon receipt and acceptance of the letter of call. In a parish of multiple congregations, the deacon shall hold membership in one of the congregations.

***C9.31.** The deacon(s) shall submit a report of ministry to the bishop of the synod at least 90 days prior to each regular meeting of the Synod Assembly.

Chapter 10.

CONGREGATION MEETING

C10.01. This congregation shall have at least one regular meeting per year. The regular meeting(s) of the congregation shall be held at the time(s) specified in the bylaws. Consistent with the laws of the State of Alaska, the bylaws shall designate one regular meeting per year as the annual meeting of this congregation.

C10.01.01. a. There shall be one regular Congregation Meeting each year which shall also be the annual Congregation Meeting. The annual Congregation Meeting shall be held between January 1 and February 15 of each year on a date set by the Congregation Council.

b. The purpose shall be for adopting an operating budget for the new calendar year, the election of Congregation Council members, other elections required by the constitution and bylaws, the presentation of required financial reports, the presentation of required program reports and for other business. The pastor(s), president, committees, and all auxiliaries of this congregation shall make reports to the Congregation. Written reports shall be distributed one week prior to this meeting. The Congregation Council shall present reports of all insurance and bonds in force, as well as an inventory of all property, and a statement of assets and liabilities.

c. The agenda for the annual Congregation Meeting shall be as follows:

- I. Call to order.
- II. Devotions.
- III. Establishment of Quorum.

- IV. Approval of minutes of previous meeting.
- V. Financial and program reports and disposition of reports.
- VI. Old business.
- VII. New business.
 - 1) Budget.
 - 2) Election of Congregation Council members.
 - 3) Election of Nominating Committee.
 - 4) Election of Mission Endowment Fund Committee members.
 - 5) Election of voting members of the Synod Assembly.
 - 6) Other new business

VIII. Adjournment.

C10.02. A special Congregation Meeting may be called by the pastor, the Congregation Council, or the president¹ of this congregation, and shall be called by the president of the congregation upon the written request of 10 percent of the voting members. The president of this congregation shall call a special meeting upon the request of the synod bishop. The call for each special meeting shall specify the purpose for which it is to be held. The minutes of the previous meeting; election of Congregation Council members, if any, and procedural matters are the only other business that may be conducted at a special meeting.

C10.02.01. The agenda for any special Congregation Meeting called in accordance with paragraph C10.02. above shall be as follows:

- I. Call to order.
- II. Devotions.
- III. Establishment of quorum.
- IV. Approval of minutes of previous meeting.
- V. New business.
 - i. Election of Congregation Council members as provided by C12.02. and C12.03., if needed.
 - ii. Specified business of special meeting.
- VI. Adjournment.

C10.03. Notice of all meetings of this congregation shall be given at the services of worship on the preceding two consecutive Sundays and by first class mail or electronic means, as permitted by state law, to all voting members at least 10 days in advance of the date of the meeting.

¹ If the pastor is the president of the congregation, the congregation may consider giving the vice president the authority to call a special meeting.

- C10.04.** Twenty, or 10 percent of the voting members, whichever is greater, shall constitute a quorum.
- C10.05.** Voting by proxy or by absentee ballot shall not be permitted.
- C10.06.** All actions by this congregation shall be by majority vote except as otherwise provided in this constitution.
- C10.07.** *Robert's Rules of Order*, latest edition, shall govern parliamentary procedures of all meetings of this congregation.
- C10.08.** This congregation may hold meetings by remote communication, including electronically and by telephone conference, as long as there is an opportunity for simultaneous aural communication or its equivalent. To the extent permitted by state law, notice of all meetings may be provided electronically.
- C10.09.** "*Ex officio*" as used herein means membership with full rights of voice and vote unless otherwise expressly limited.

Chapter 11.

OFFICERS

- C11.01.** The officers of this congregation shall be a president, vice-president, secretary, and treasurer.
- a. Duties of the officers shall be specified in the bylaws.
 - b. The officers shall be voting members of this congregation.
 - c. Officers of this congregation shall serve in the same offices of the Congregation Council.
 - d. The president and the vice-president shall be chosen from the membership of the Congregation Council. The other officers, if not members of the Congregation Council, shall be accorded the privilege of voice without vote in its meetings.
- C11.01.01.** The president shall be the chair of this congregation and the Congregation Council.
- C11.01.02.** The vice-president shall serve in the place of the president in the event of the president's inability to perform his or her duties.
- C11.01.03.** The secretary shall be responsible for accurate minutes of all meetings of this congregation and of the Congregation Council. These minutes will be preserved permanently in this congregation's archives.
- C11.01.04.** The treasurer shall keep the books of account of this congregation. This person shall receive all funds and disburse them properly, making

monthly remittance of benevolence and partnership receipts.

C11.01.05. All financial officers shall give corporate surety, in amounts determined by the Congregation Council, for which this congregation shall pay the premiums.

C11.02. The Congregation Council shall elect officers and they shall be the officers of this congregation. The officers shall be elected by written ballot, if there is more than one nominee for each position, and shall serve for one year or until their successors are elected. Their terms shall begin at the close of the meeting in which they are elected.

C11.03. Officers shall not hold more than one office at a time.

Chapter 12.

CONGREGATION COUNCIL

C12.01. The voting membership of the Congregation Council shall consist of the pastor and not more than 12 members of this congregation. Any voting member of this congregation may be elected. A member's place on the Congregation Council shall be declared vacant if the member ceases to be a voting member of this congregation or is absent from three successive or four accumulated regular meetings of the Congregation Council in a council year without cause.

C12.02. The members of the Congregation Council (except the pastor) shall be elected at the annual meeting of the congregation. The members shall be elected by written ballot if there are more nominees than the number of positions to be filled. On a written ballot members shall be elected by plurality. Their term of office shall be for three years with the term of office beginning on March 1 and ending on the last day of February. However, the term of office of a member of the Congregation Council who is an officer of the congregation under C11.01. shall be extended until the close of the meeting at which a successor is elected. A member may not serve for more than six successive years. In the event of a vacancy on the Congregation Council there shall be an election to fill that vacancy at the next meeting of this congregation for any purpose. Any member of the Congregation Council so elected shall serve out the original term of office. Newly elected Congregation Council members shall be installed at worship the Sunday prior to the date they assume office or as soon thereafter as practicable.

C12.02.01 To transition to the amendments of C.12.02. adopted in 2018, terms of office will expire as follows:

- a) terms that would have expired on June 30, 2019 shall expire on February 28, 2019;

C14.02. Special interest groups, other than those of the official organizations of the Evangelical Lutheran Church in America, may be organized only after authorization has been given by the Congregation Council.

Chapter 15.

DISCIPLINE OF MEMBERS AND ADJUDICATION

***C15.01.** Persistent and public denial of the Christian faith, willful or criminal conduct grossly unbecoming a member of the Church of Christ, continual and intentional interference with the ministry of this congregation, or willful and repeated harassment or defamation of member(s) of this congregation is sufficient cause for discipline of a member. Prior to disciplinary action, reconciliation and repentance will be attempted following Matthew 18:15–17, proceeding through these successive steps, as necessary: a) private counsel and admonition by the pastor, b) censure and admonition by the pastor in the presence of two or three witnesses, c) written referral of the matter by the Congregation Council to the vice president of the synod, who will refer it to a consultation panel drawn from the Consultation Committee of the synod, and d) written referral of the matter by the consultation panel to the Committee on Discipline of the synod. If, for any reason, the pastor is unable to administer the admonitions required by paragraphs a) and b) hereof, those steps may be performed by another pastor chosen by the Executive Committee of the Congregation Council.

***C15.02.** The process for discipline of a member of this congregation shall be governed as prescribed by the chapter on discipline in the Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America. If the counseling, censure, and admonitions pursuant to *C15.01. do not result in repentance and amendment of life, charges against the accused member(s) that are specific and in writing may be prepared by the Congregation Council, signed, and submitted to the vice president of the synod. The vice president shall select from the synod's Consultation Committee a panel of five members (three laypersons and two rostered ministers). A copy of the written charges shall be provided to the consultation panel and the accused member(s). The consultation panel, after requesting a written reply to the charges from the accused member(s), shall consider the matter and seek a resolution by means of investigation, consultation, mediation, or whatever other means may seem appropriate. The panel's efforts to reach a mutually agreeable resolution shall continue for no more than 45 days after the matter is submitted to it.

***C15.03.** If the consultation panel fails to resolve the matter, that panel shall refer the case in writing, including the written charges and the accused member's reply, to the Committee on Discipline of the synod for a hearing. A copy of the panel's written referral shall be delivered to the vice president of the synod, the Congregation Council, and the accused member(s) at the same time it is sent to the Committee on Discipline of the synod. The

Executive Committee of the Synod Council shall then select six members from the Committee on Discipline to decide the case and shall appoint a member of the Synod Council to preside as nonvoting chair. Those six members, plus the nonvoting chair, comprise the discipline hearing panel for deciding the case. The Congregation Council and the accused member(s) are the parties to the case.

***C15.04.** The discipline hearing panel shall commence and conduct the disciplinary hearing in accordance with the provisions governing discipline of congregation members prescribed in the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*.

***C15.05.** By the vote of at least two-thirds of the members of the discipline hearing panel who are present and voting, one of the following disciplinary sanctions can be imposed:

- a. suspension from the privileges of congregation membership for a designated period of time;
- b. suspension from the privileges of congregation membership until the pastor and Congregation Council receive evidence, satisfactory to them, of repentance and amendment of life;
- c. termination of membership in this congregation; or
- d. termination of membership in this congregation and exclusion from the church property and from all congregation activities.

***C15.06.** The written decision of the discipline hearing panel shall be sent to the vice president of the synod, the accused member(s), and the Congregation Council as required by the *Constitution, Bylaws, and Continuing Resolutions of the Evangelical Lutheran Church in America*. The decision of the discipline hearing panel shall be implemented by the Congregation Council and recorded in the minutes of the next council meeting.

***C15.07.** No member of this congregation shall be subject to discipline a second time for offenses that a discipline hearing panel has heard previously and decided pursuant to this chapter.

***C15.10. Adjudication**

***C15.11.** When there is disagreement between or among factions within this congregation on a substantive issue which cannot be resolved by the parties, members of this congregation may petition the synod bishop for consultation after informing the president of this congregation of their intent to do so. The synod bishop shall seek a timely resolution of the dispute. If the issue relates directly to the pastor, the bishop may begin the process in †S14.18.d. In all other matters, if the bishop's consultation fails to resolve the issue, the bishop shall refer the matter to the Consultation Committee of the synod, which shall undertake efforts to find an appropriate solution. If the Consultation Committee's efforts fail to resolve the dispute, the entire matter shall be referred to the Synod Council for adjudication by whatever

process the Council deems necessary. The Synod Council's decision shall be final.

Chapter 16.

AMENDMENTS

- *C16.01.** Unless provision *C16.04. is applicable, those sections of this constitution that are not required, in accord with the *Model Constitution for Congregations of the Evangelical Lutheran Church in America*, may be amended in the following manner. Amendments may be proposed by at least five voting members or by the Congregation Council. Proposals must be filed in writing with the Congregation Council 60 days before formal consideration by this congregation at a regular meeting or special Congregation Meeting called for that purpose. The Congregation Council shall notify this congregation's members of the proposal together with the council's recommendations at least 30 days in advance of the meeting. Notification may take place by mail or electronic means, as permitted by state law.
- *C16.02.** An amendment to this constitution, proposed under *C16.01., shall:
- a. be approved at any legally called meeting of this congregation by a majority vote of those voting members present and voting; and
 - b. be ratified without change at the next regular meeting of this congregation by a two-thirds vote of those voting members present and voting.
- *C16.03.** Any amendments to this constitution that result from the processes provided in *C16.01. and *C16.02. shall be sent by the secretary of this congregation to the synod. The synod shall notify this congregation of its decision to approve or disapprove the proposed changes; the changes shall go into effect upon notification that the synod has approved them.
- *C16.04.** This constitution may be amended to bring any section into conformity with a section or sections, either required or not required, of the *Model Constitution for Congregations of the Evangelical Lutheran Church in America* as most recently amended by the Churchwide Assembly. Such amendments may be approved by a majority vote of those voting members present and voting at any legally called meeting of this congregation without presentation at a prior meeting of this congregation, provided that the Congregation Council has submitted by mail or electronic means, as permitted by state law, notice to this congregation of such an amendment or amendments, together with the council's recommendations, at least 30 days prior to the meeting. Upon the request of at least two (2) voting members of this congregation, the Congregation Council shall submit such notice. Following the adoption of an amendment, the secretary of this congregation

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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
 FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church)
 Juneau, Alaska)
 Plaintiff)

vs)

Karen Lawfer, Karen Perkins,)
 Bradley Perkins, in his)
 Individual Capacity and d/b/a)
 RLClive.org)
 Defendants,)

No: 1JU-24-00681CI

Resurrection Lutheran Church)
 Counter-complainant)

vs)

Lisa Brendle,)
 Counter-Defendant)

Karen Perkins, and Resurrection)
 Lutheran Church,)
 Third-Party Complainants)

vs.)

Lisa Brendle and Kristin)
 Cadigan-McAdoo,)
 Unknown parties)
 Third-party defendants)

Affidavit of Karen Lawfer (Second Affidavit)

I, Karen Lawfer, state upon oath or affirmation that the following facts are true to the best of my

knowledge:

1. I am the duly elected President of the Congregation Council of Resurrection Lutheran Church (“RLC”), located at 740 West 10th Street, Juneau, Alaska. I make this affidavit based on personal knowledge and review of official Council minutes, reports, and records.

Constitutional Violations and Improper Actions

2. On June 9, 2024, Plaintiffs, purporting to act as RLC officers, convened a congregational meeting that was not called in accordance with RLC’s Constitution. They acted without valid notice, quorum, or constitutional authority. At that meeting they purported to end Pastor Karen Perkins’ call by a vote of 51%, contrary to constitutional requirements and fundamental congregational governance.
3. In March 2024, Plaintiff Lisa Brendle exceeded the constitutional C12.02 limit of six consecutive years of Council service. Despite this ineligibility, she continued to act as if she were President, presiding at meetings and claiming authority she did not hold.
4. Former Bishop Shelley Wickstrom and current Bishop Timothy Oslovich encouraged or acquiesced in these unconstitutional actions, including recognition of Brendle and her group as officers, and support for their purported meetings and actions.

Removal of Funds and Disruption of Operations

5. In 2024, Plaintiffs Brendle and Kristin Cadigan-McAdoo removed approximately \$205,000 from RLC’s savings accounts without authorization of the lawful Council. Despite repeated requests, they have refused to disclose the location of these funds or return them.

6. Since that removal, the Council has struggled to meet financial obligations, despite approval of budgets and stipulations authorizing payment of invoices. Council minutes from June 2024 through September 2025 document repeated resolutions to authorize payment of church obligations, stipulations for partial payments, and ongoing demands for release of the withheld funds.

Interference with Programs, Grants, and Permits

7. Council minutes throughout 2025 reflect repeated reports of interference with RLC's grants and programs. These include:

- Opposition letters and covert complaints that led to the Youth Activity Board denial of a grant and the initiation of an unwarranted "audit."
- Anticipated threat to the CBJ permitting process for kitchen renovation (Aug. 20, 2025).
- Attempts to weaponize the Fire Marshal and Department of Environmental Conservation inspections. On September 27, 2025, the CCFR Fire Marshal requested an update on her prior list of deficiencies at RLC. All previously cited items (that we could address) had been addressed, with remaining work nearly complete under existing grant funding. That work now awaits issuance of the necessary building permit, which requires both licensed electrical and plumbing contractors. As previously noted, there is serious concern that the CBJ Manager's Office may again be enlisted by Plaintiffs—as with the prior Youth Activity Board grant—to block issuance of the permit. In addition, we now face the risk that our plumbing contractor has been compromised by Plaintiffs, as described below in ¶11.

- Calls by Kelly McGee and her attorney to the Southeast Alaska Food Bank (SEAKFB) in August 2025, attempting to cut off RLC's food supply by asserting she was the legitimate president.

8. These actions have occurred at the very time when food scarcity in Juneau has increased and The Glory Hall has reduced its services to residents only. RLC has stepped forward to provide nearly 500 meals weekly through its food pantry and cafeteria. Programs reports entered into the Council minutes for June, July, August, and September 2025 confirm the escalating need and the harmful impact of these disruptions.

Vandalism and Facility Disruption

9. On August 31, 2025, and again on September 5, 2025, cabling for the Juneau Live! Studio (housed in RLC's sanctuary) was deliberately pulled out by Kelly McGee and Lisa Brendle. These actions disrupted broadcasts and required hours of emergency repair by staff and volunteers. Council incident reports and Programs Reports document these events.

10. During the week of September 15–22, 2025, drywall contractors hired by those associated with Plaintiffs performed repairs on the library ceiling and downstairs bathroom. While a Fire Marshal notice had cited the library ceiling, I observed that the scope and quality of these repairs appeared extravagant for a church setting. These repairs were undertaken without congregation, council, or budgetary approval. I am concerned that Plaintiffs may be using the \$205,000 improperly removed from RLC's savings accounts to fund this work, bypassing the court-approved bank account stipulation process. Meanwhile, the church faces a \$14,000 unpaid budgeted invoice from SEAKFB that Plaintiffs' attorney has told the SEAKFB Executive Director will not be paid.

11. During the week of September 22, 2025, I learned of a second leak in the ceiling of the downstairs bathroom. Kelly McGee texted me that the water had been turned off until a plumber could repair it. On Friday, I contacted her regarding the upcoming Juneau String Ensembles rehearsal, the Saturday RLC Cafeteria community meal service, and Sunday worship. She assured me that the water would be restored within hours. By late Friday afternoon, however, no action had been taken. When we contacted The Plumbing and Heating Company, they refused service, explaining that they had been instructed by individuals claiming to be RLC officers not to deal with anyone else. Lucy Merrell then contacted Joseph at All American Plumbing, who confirmed in a voicemail that he had also been instructed by “Ken” not to provide service. We discovered that Plaintiffs had requested the City to shut off the church’s water entirely. To restore service before the weekend events, we were forced to pay a \$400 afterhours fee. Upon inspection, the “leak” was only a minor pinhole drip, which we temporarily repaired with tubing and a clamp—an inexpensive and common fix.

On September 30, 2025, in response to an inquiry from the Scoutmaster of Troop 11 (chartered to RLC under the Great Alaska Council, Scouting America) about why his key to the church’s garage no longer worked, we discovered that the three locks on two garage doors had been replaced. The locks were used locks we recognized as belonging to Dan Wetherall, a church member aligned with Plaintiffs who has in the past arrived with a toolbox of used locks to exclude others from areas of the church. The garage is currently used to store pews, warming shelter cots and blankets, and Scouting gear. Both the Boy Scouts and Cub Scouts, as well as Defendant Bradley Perkins (RLC’s Organizational Representative for both units), require access to this space for their activities and equipment. It is unclear why Plaintiffs and their associates took this action.

12. These actions directly undermined the Council’s ability to manage RLC’s facilities and nearly prevented critical ministry operations, including community rehearsals, chartered organization use, food pantry and cafeteria meal (serving approximately 500 meals/week), and Saturday and Sunday worship.

Council Governance and Resolutions

13. Since June 2024, the lawful RLC Council has met regularly and adopted numerous resolutions reaffirming its authority and opposing interference. The approved Council minutes show consistent and transparent governance, including:

- June 2024: Resolution objecting to the June 9, 2024, unlawful meeting and affirming constitutional procedures.
- 2024–2025: Repeated resolutions authorizing payment of bills, stipulations with the court, and recognition of the need to safeguard grants and facilities.
- June–September 2025: Reports documenting the YAB grant interference, CBJ permitting threats, SEAKFB interference, vandalism, and ongoing meal service needs.
- September 18, 2025: Adoption of Motions on Lawsuit and Synod Actions, reaffirming prior Council Position Statements and authorizing legal counsel to act in defense of RLC.

14. The Council has consistently reaffirmed its mission: “to promote spiritual growth in Christ and service to all people,” and to offer programs meeting physical, mental, and spiritual needs. Its actions are a matter of public record, supported by its approved minutes.

Position Statements

13. On September 18, 2025, the Council reaffirmed its Position Statements and Addendums as official statements of record, including (with Addendums):

- Authoritarianism, Secrecy, and Complicity (without addendums - Attachment A).
- Challenge to Act Justly, Seek Truth, and Fulfill Fiduciary Duty.
- What Happens Next and Your Involvement.
- Understanding Constitutional Violations (without addendums - Attachment B).
- Synod Assembly 2025 Resolutions and Reports.
- Helpful Summaries to the Position Statements.
- RLC One-Page Constitutional Overview.

16. Each statement was adopted as prepared by Congregation Counsel and adopted/reaffirmed by Council on September 18, 2025, to provide context for this litigation and for RLC's defense.

Conclusion

17. The facts contained in this affidavit are true to the best of my knowledge and are supported by the official Council minutes of Resurrection Lutheran Church.

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Juneau, Alaska 99801
Telephone: (907) 723-9901 [Mobile]
E mail: joeg@alaskan.com
Counsel for Plaintiff Resurrection Lutheran Church of Juneau

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT OF ALASKA**

RESURRECTION)
LUTHERAN CHURCH)
OF JUNEAU, et al,)
Plaintiff,)
)
vs.)
)
KAREN LAWFER,)
KAREN PERKINS and)
BRAD PERKINS, in his)
individual capacity and)
d/b/a JuneauLive.org, et al)
Defendants.)

1JU-24- 00681 Civil

ORDER

This matter comes before the court based on plaintiff's *Motion to Unfreeze Resurrection Lutheran Church Account at Global Federal Credit Union & for an Accounting* filed on January 16, 2026. **No opposition was filed.** Having considered issues submitted by the Resurrection Lutheran Church of Juneau in support of the relief requested and other submissions made with regard to this matter,

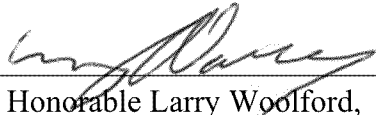
THIS COURT FINDS that relief is warranted.

ACCORDINGLY, IT IS ORDERED that Kristin McAdoo, the Treasurer for the Resurrection Lutheran Church of Juneau, shall present this Order to the Global Federal Credit Union for the purpose of unfreezing the account ending in 1703 and that Ms. McAdoo shall have such records Global has showing the nature of the deposits and disbursements made into or from the account and that she shall then withdraw the balance of the funds in the account and then close the account.

IT IS FURTHER ORDERED that defendants in this case shall, through counsel, promptly and in not less than twenty days, provide the RLC with an accounting and reconciliation of the funds deposited and withdrawn from the Global account.

ORDER
RLC of Juneau v. Lawfer, et al
1 JU-24-00681 Civil

DATED this 27th day of January, 2026 at Juneau, Alaska.


Honorable Larry Woolford,
Superior Court Judge

Alaska Trial Courts

Certificate of Distribution

Case Number: 1JU-24-00681CI

Case Title: RESURRECTION LUTHERAN CHURCH ALASKA VS. LAWFER, KAREN

The Alaska Trial Courts certify that the Order Granting Motion Case Motion #26 Motion to Unfreeze Resurrection Lutheran Church Account at Global Federal Credit Union & for an Accounting was distributed to:

Recipient	Servicing Method	Distribution Date
Joseph Geldhof	Email	1/27/2026
Jeffery Troutt	Email	1/27/2026

JEFFERY D. TROUTT
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P.O. Box 240096
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Phone: 907-723-5684
jtroutt@me.com

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church	)	
Juneau, Alaska	)	
Plaintiff	)	
	)	
vs	)	
	)	
Karen Lawfer, Karen Perkins,	)	No: 1JU-24-00681CI
Bradley Perkins, in his	)	
Individual Capacity and d/b/a	)	
RLClive.org	)	
Defendants,	)	
	)	
Resurrection Lutheran Church	)	
Counter-complainant	)	
	)	
vs	)	
	)	
Lisa Brendle,	)	
Counter-Defendant	)	
	)	
Karen Perkins, and Resurrection	)	
Lutheran Church,	)	
Third-Party Complainants	)	
	)	
vs.	)	
	)	
Lisa Brendle and Kristin	)	
Cadigan-McAdoo,	)	
Unknown parties	)	
Third-party defendants	)	
	)	

**DEFENDANTS’ EMERGENCY MOTION FOR ORDER PERMITTING ACCESS TO CHURCH
PREMISES TO RETRIEVE PERSONAL PROPERTY AND FOR RELATED RELIEF**

I. INTRODUCTION

Defendants **Karen Lawfer, Karen Perkins, and Bradley Perkins** (“Defendants”) respectfully move this Court on an emergency basis for a narrow order permitting limited access to the Resurrection Lutheran Church (“RLC”) premises to identify, pack, and remove personal property belonging to Defendants and other individuals, and to prevent further interference with that process.

The Court’s January 27, 2026 Final Judgment and related orders resolved the litigation and unfroze certain financial accounts. None of those orders, however, authorized Plaintiff, its officers, or counsel to hold Defendants’ personal property hostage pending an internal “financial review,” to condition access on concessions in unrelated disputes, or to threaten that remaining property will be deemed “abandoned” and removed. Yet that is what is happening.

Defendants have repeatedly attempted—through letters, texts, counsel-to-counsel communications, and direct engagement via the bishop—to resolve access cooperatively and without Court intervention. Plaintiffs—often through their counsel—have repeatedly demanded that Defendants Karen and Bradley Perkins remove their personal property (including threats to hire movers at Defendants' expense), while at the same time refusing to provide meaningful access or imposing new conditions.

Personal property valued in excess of \$10,000 remains locked inside the church, including unique, irreplaceable, or specialized items needed for Defendants’ future work and relocation. The current impasse is causing immediate and irreparable harm.

Defendants therefore ask for a short, supervised access window, a simple non-interference directive, and a basic mechanism to handle any on-site disputes about ownership.

II. FACTUAL BACKGROUND

A. Personal property remaining at RLC

Defendants and other individuals have substantial personal property inside the church building—musical equipment, studio gear, educational and liturgical materials, hot-dog and concession equipment, a coffee grinder, personal tools, clothing, banners, mirrors, small appliances, and other items that were

brought in over the years to support RLC's food pantry, community cafeteria, worship, education, Juneau Live! Studio, Scouting, and other ministries.

A consolidated list of identified items is attached as **Exhibit A (Personal Property List)**.

B. Final Judgment did not authorize holding personal property

On January 27, 2026, the Court entered its Final Judgment and related orders. Those orders addressed dismissal of claims and unfreezing/accounting of a Global Federal Credit Union account. They did **not**:

- a. grant Plaintiff or its faction authority to retain Defendants' personal property;
- b. authorize Plaintiff to deem personal property "abandoned" or "donated" after a unilateral deadline;
or
- c. condition the return of personal property on an internal "financial review" or on concessions in unrelated disputes.

C. Continuing refusal to allow meaningful access

After judgment, Defendants' counsel sought cooperative arrangements to allow retrieval of personal property. Instead, Plaintiff's counsel has:

- a. threatened that any items remaining after an arbitrary date would be considered "abandoned and removed" or "donated";
- b. indicated that the current council will be "changing the locks on the church"; and
- c. allowed only tightly restricted, sporadic, or wholly denied access, at times involving threats of trespass or police involvement against Defendants at the very premises where their property is stored.

D. February 15, 2026 letter documenting access issues

On February 15, 2026, long-time member and Council President **Karen Lawfer** sent a written letter titled "*Notice of Meeting and Removal of Private Property*" to the congregation and its leadership.

In that letter, she documented that:

- a. she and others had not received proper constitutional notice of the annual meeting; and
- b. there had been “repeated good-faith requests for access and coordination” to remove personal property that “have not been honored in any meaningful way.”

She noted that the refusal of access was “unnecessary, improper, and causing avoidable hardship,” and expressly requested confirmation of dates and times for uninterrupted access to retrieve non-church property.

To date, the substantive access issues described in that letter have not been resolved.

E. Additional attempts to resolve informally and the February 25, 2026 denial

In addition to the February 15 letter, Defendants and their counsel have:

- a. communicated repeatedly with Plaintiff’s counsel seeking coordinated access;
- b. engaged the bishop, who has reported that “RLC leadership” is refusing to allow removal of personal property until its concerns about True North Bank and Global Credit Union accounts are resolved—even though the personal property has nothing to do with those accounts; and
- c. continued to request specific dates and times for supervised access, without success.

See **Exhibit A (Personal Property List)** and **Exhibit B (Lawfer Third Affidavit)**.

As set forth in Defendant Lawfer’s Third Affidavit, as of the filing of this motion, the concerns and requests in her February 15, 2026, letter have not been adequately addressed. Defendants have not been provided with a realistic, agreed-upon block of time to retrieve their property free from threats of trespass, interference by security, or arbitrary restrictions.

On **February 25, 2026**, after Defendant Lawfer was informed that access to the church would be granted, the following occurred:

1. Defendant Lawfer had been personally paying for a U-Haul storage unit to hold items until a cargo container could be scheduled and made available.

2. Relying on assurances communicated through counsel that Defendants would be allowed into the church, Defendant Lawfer again rented a U-Haul truck at her own expense (having first done so on December 24, 2025);
3. When Defendant Lawfer arrived at the church with helpers to retrieve property, she and those accompanying her were denied access by Kelly Magee, Defendant Kristin Cadigan-McAdoo, Ken Koelsch, and their counsel, **Joseph Geldhof**, even though undersigned counsel had previously advised that access had been agreed to;
4. When Defendant Lawfer asked why access was again being denied, the following reasons were given for excluding the individuals present:

a. Defendant Lawfer was told she was no longer a member “in good standing.” There is no such membership classification in the RLC Constitution. The only relevant category is “voting member” under C8.02(c):

“Voting members are confirmed members. Such confirmed members, during the current or preceding calendar year, shall have communed in this congregation and shall have made a contribution of record to this congregation.”

The justification offered appeared to be that she had not “communed in this congregation” or made “a contribution of record” in the current calendar year, and that this purportedly justified excluding her from notices and voting at the alleged “annual meeting.” This is contrary to the plain language of C8.02, which uses “current **or preceding** calendar year.” During 2025, Defendant Lawfer both received communion and made a contribution of record.

b. Karen Perkins was excluded on the basis that, on Christmas Eve, 2025, she had been trespassed for one year by Ms. Magee, allegedly for interfering with changing locks and/or arguing. This appears to involve the use of Ms. Magee’s and Mr. Koelsch’s connections to the Juneau Police Department (as a former JPD dispatcher and former mayor, respectively). Defendant Lawfer was also told that, as explained by Bishop Timothy Oslovich, there is an

unwritten rule or tradition that a former pastor should not remain a member of their prior congregation. That rationale is flawed:

1. Any such unwritten “rule” or tradition has no force of law, appears nowhere in the RLC Constitution, and should not be used to justify withholding Ms. Perkins’ personal property;
2. Even where a pastor leaves a call, the former pastor is expected to remove their personal property; and
3. The bishop himself removed Ms. Perkins from the churchwide roster, declaring her no longer a pastor of RLC, so she should not be subject to an unwritten “former pastor” tradition.

c. David Brabaw: By Defendants’ understanding, Mr. Brabaw meets even Plaintiffs’ own criteria for a voting member. However, his exclusion was justified on the ground that he declined Plaintiffs’ request to continue working at the food pantry after what he and Defendants regard as Plaintiffs’ unconstitutional takeover of the church. That refusal to work under Plaintiffs’ control was alluded to as the reason for denying him entry.

d. Rebel Stevens: Mr. Stevens, a volunteer, was similarly denied entry. Plaintiffs again referenced his refusal to continue working at the food pantry after the takeover as their justification for barring him from assisting with the removal of Defendants’ property.

5. Instead of being allowed actual access to the building to locate and remove their belongings, Defendants were handed eighteen (18) unlabeled boxes and a few loose items from their list, without any meaningful opportunity to verify the contents or identify remaining property still being held inside the church;
6. For no articulated reason, Defendants were denied use of the elevator and required to carry items down the stairs;

7. Because meaningful access was again effectively denied, Defendant Lawfer has continued to pay for the U-Haul storage unit until all personal property can be retrieved and loaded into the cargo container; and
8. As a direct result of these continuing delays and restrictions, Karen and Bradley Perkins must now hold the cargo container in Juneau for at least two additional weeks at approximately \$57 per day and continue paying approximately \$87 per day in house rent in Auburn, California, while they wait for their personal property to be returned.

See **Exhibit B (Lawfer Third Affidavit)**.

F. Time-sensitive hardship and prejudice

Defendants face immediate and concrete harm if access continues to be blocked:

1. **Relocation logistics.** Karen Perkins must relocate to Auburn, California to provide post-surgical care and support for Bradley Perkins following a limb-threatening procedure. A cargo container has been ordered and is being held at daily cost; a significant portion of what needs to be loaded remains locked inside the church.
2. **Caregiving constraints.** Council President Lawfer must leave for a two-week trip to provide care for her mother, which will delay her ability to assist with sorting, packing, and removal.
3. **Financial and practical harm.** Many items were personally purchased by Defendants and are beyond their financial ability to replace. Some are unique or customized for RLC's specific programs and ministries. Continued denial of access effectively forces Defendants either to forfeit thousands of dollars in personal property or to incur additional legal expense and delay.

Plaintiff, by contrast, suffers no cognizable prejudice from a short, supervised access window limited to personal property and accompanied by simple on-site dispute-resolution mechanics.

III. ARGUMENT

A. The Court retains authority to protect personal property rights and clarify its orders

Even though judgment has been entered, the Court retains authority to enforce and clarify its own orders and to prevent parties from using those orders as a pretext for self-help measures that were never authorized—such as withholding personal property or conditioning its return on unrelated demands.

B. No order authorizes Plaintiff to hold Defendants’ personal property as leverage

The January 27, 2026 orders address dismissal of claims and unfreezing/accounting of financial accounts. They do **not** authorize Plaintiff to:

1. declare Defendants’ personal property “abandoned” or a “donation” on an arbitrary deadline;
2. refuse access until an internal financial review is completed; or
3. dispose of personal property as leverage in an unrelated financial dispute.

Plaintiff’s current stance is not grounded in the Court’s orders; it is an extra-judicial tactic that the Court should reject.

C. Emergency relief is appropriate to prevent irreparable harm and maintain fairness

Defendants have already:

1. made repeated good-faith requests for access;
2. documented their requests in writing; and
3. attempted to resolve the matter through counsel and through the bishop.

Those efforts have failed. If the Court does not intervene now, Defendants risk losing irreplaceable personal property and will be significantly prejudiced in their ability to relocate and address serious health needs. Once items are discarded, donated, or otherwise removed, the harm cannot be undone.

A short, court-ordered access window—with clear non-interference terms and a process for handling disputed items—is narrowly tailored to prevent that harm and does not meaningfully burden Plaintiff or the congregation.

D. The requested order is modest, time-limited, and respects potential disputes

Defendants do not ask the Court to adjudicate ownership of every item on the spot. Instead, they request:

1. limited access on a specified date (or dates agreed in writing by counsel) to locate and pack personal property;
2. a prohibition on enforcement or threats of trespass/arrest for Defendants and their helpers during the access window, so long as they comply with the order;
3. preservation of items reasonably believed to be personal property; and
4. for any item whose ownership is genuinely disputed, that it be photographed, set aside, and preserved—rather than removed—pending later agreement or order.

This is a measured, practical way to permit essential retrieval while allowing genuine disputes to be resolved later if necessary.

IV. REQUESTED RELIEF

Defendants respectfully request that the Court enter an order substantially in the form of the lodged **[Proposed] Order Granting Emergency Motion for Access to Church Premises to Retrieve Personal Property**, including the following relief:

1. Clarification of Prior Orders

Clarify that nothing in the January 27, 2026, Final Judgment or prior orders authorizes Plaintiff, its officers, or counsel to withhold, dispose of, or condition the return of Defendants' personal property on compliance with financial demands, internal review processes, or any other preconditions not imposed by the Court.

2. Limited Access to Premises

Authorize Defendants **Karen Lawfer, Karen Perkins, and Bradley Perkins** (through agents, if necessary), together with reasonable helpers, to enter the RLC premises on a specified date (or such alternative dates and times as the parties may mutually agree in writing) for the limited purpose of identifying, packing, and removing personal property belonging to them or to other individuals.

3. **Non-Interference / No Trespass Threats**

Direct Plaintiff, its officers, agents, employees, representatives, and counsel not to interfere with, obstruct, or hinder Defendants' efforts to locate, pack, and remove personal property during the access window, and to refrain from threats of trespass, arrest, or police involvement so long as Defendants comply with the terms of the order.

4. **Handling of Ownership Disputes**

Provide that if a dispute arises on site as to whether a particular item is personal property or congregational property, the item will not be removed at that time; a photographic record will be made; and the item will be preserved pending further order of the Court or written agreement of the parties.

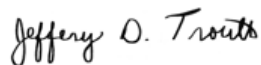
5. **Preservation of Personal Property**

Require Plaintiff and those acting with it not to discard, donate, sell, give away, or otherwise dispose of any items reasonably believed to be Defendants' or other individuals' personal property until the access process is completed.

6. **Further Relief**

Retain jurisdiction to resolve any disputes arising from implementation of the order and to issue such further relief as may be appropriate.

RESPECTFULLY SUBMITTED this 6th day of April 2026.



Jeffery Troutt
Attorney for Resurrection Lutheran Church, Karen Lawfer, Rev. Karen Perkins
Bradley Perkins, and RLClive.org

Exhibit A

Consolidated Personal Property Retrieval Checklist

Key – Owner Initials:

- BP = Brad Perkins
- KP = Karen Perkins
- KL = Karen Lawfer
- LM = Lucy Merrell
- LZ = Lynda “LZ” Stover
- KG = Keith Giles
- DP = Danny Perkins

#	Location / Room	Owner	Item Description	Picked Up?
0.1	Downstairs Classroom	KP/BP	Oval oak stand mirror and Drum kit accessories	☐
0.2	Sanctuary / Narthex / Hallways	KP/BP	Four red “Is the Gospel Justice or Just Us?” t-shirts that were on the bulletin board	☐
0.3	Downstairs Food Pantry Sundries Workstation	KP/BP	Giant Bible maps / wall-size teaching maps	☐
0.4	Downstairs Food Pantry Sundries Workstation	KP/BP	Window-cling decorations (“wall cling windows”) from glass surfaces	☐
0.5	Downstairs Kitchen	KP	Floral aprons brought from home (if stored/used upstairs), Costco style Relish Dispenser, produce bag dispenser.	☐
0.6	Downstairs Food Pantry Sundries Workstation	KP/BP	Colorful office / classroom supplies clearly personal (Sharpies, Post-its, magnetic tape, cute organizers, etc.)	☐
0.7	Downstairs Dining Room	KP	Karen’s banner from behind the downstairs altar	☐
2.6	Downstairs Classroom	BP	Coffee grinder lying on its side on wire rack (personally purchased)	☐
2.7	Downstairs Classroom	BP	Any hot-dog equipment on wire racks (rollers, pans, tongs, etc.) and tech equipment on wood shelves	☐

#	Location / Room	Owner	Item Description	Picked Up?
1.1	Outside Garage	KP	All boxed items from KP's former office stored in / just outside garage (personal files/supplies, not archive boxes)	☐

#	Location / Room	Owner	Item Description	Picked Up?
2.1	Room 13 – Music / Storage	BP	Vintage Jackson electric guitar in hard case	☐
2.2	Room 13 – Music / Storage	BP	All guitar amplifiers and powered portable amp (none purchased by RLC)	☐
2.3	Room 13 – Music / Storage	BP	Pod guitar amp/effects unit + cables and drum stand parts	☐
2.4	Room 13 – Music / Storage	BP	Long black narrow bag – photographic studio lighting kit	☐
2.5	Room 13 – Music / Storage	BP	Hand-painted gray/beige photo backdrop and supports, and	☐
2.8	Room 13 – Music / Storage	KG	Four Atlas microphone stands, keyboard stands, speaker/light tripods, stools and drum throws	☐
2.9	Room 13 – Music / Storage	LZ	LZ's lighting and music equipment (including amps stored here or behind studio)	☐
2.10	Room 13 – Music / Storage	LM/BP	Wooden xylophone; chimes and small percussion instruments	☐
2.10	Gaffer Cart – Room 13	BP	All contents of gaffer cart (mics, audio interfaces, tools, adapters, etc.) and cart	☐

#	Location / Room	Owner	Item Description	Picked Up?
3.1	Music Director Office	LM	Original Artwork, personal books and music	☐

#	Location / Room	Owner	Item Description	Picked Up?
4.1	Upstairs & Downstairs	BP	Two Keurig coffee machines (one upstairs, one downstairs) – disconnect water lines using provided in-line valves	☐

#	Location / Room	Owner	Item Description	Picked Up?
5.1	Tech Closet (Upstairs)	BP	Personal/loaned gear and cases from tech closet – church-marked items stay	☐

#	Location / Room	Owner	Item Description	Picked Up?
6.1	Studio Floor Area	BP	Drum kit accessories (sticks/brushes/extra hardware) and drum kit platform	☒

#	Location / Room	Owner	Item Description	Picked Up?
6.2	Studio Floor Area	BP	Large subwoofer under bell table (purchased at St. Vincent de Paul)	☐
6.3	Downstairs Classroom	KP	Purple makeup case (and contents)	☒
6.4	Downstairs Classroom	KP	Circle light (ring light) used for makeup/lighting	☐
6.5	Downstairs Classroom	KP	Standing oval mirror used in dressing/makeup area	☐
6.6	Downstairs Classroom	KP	Table lighted makeup mirror	☒

#	Location / Room	Owner	Item Description	Picked Up?
7.1	Broadcast Booth (Upstairs)	BP	SAE vintage amplifier (rack-mounted)	☐
7.2	Broadcast Booth (Upstairs)	BP	Audio processing unit below Juice Goose	☐
7.3	Broadcast Booth (Upstairs)	BP	Power amplifier on top of 2 nd rack (pawn-shop label)	☐
7.4	Broadcast Booth (Upstairs)	BP	Long widescreen monitor (no stand) next to mixer and far-left monitor (both 1.5 width loaned)	☐
7.5	Broadcast Booth (Upstairs)	BP	Booth microphones	☐
7.6	Broadcast Booth (Upstairs)	BP	All items on booth bookshelf (small tools, adapters, gadgets)	☐
7.7	Broadcast Booth (Upstairs)	BP	Retired loaned silver Mac Pro tower with expansion cards purchased by BP	☐
7.8	Broadcast Booth & Studio	BP	All Amazon Alexa devices (none are church-owned) and former RLC SSS Router / Pods	☐
7.8	Broadcast Booth & Studio	BP	Two "ON AIR" signs and power supplies	☐

#	Location / Room	Owner	Item Description	Picked Up?
8.1	U Downstairs Food Pantry Sundries Workstation	BP	Label maker (BP's)	☐
8.2	U Downstairs Food Pantry Sundries Workstation	KP	Label maker (KP's)	☐
8.3	Downstairs Food Pantry Sundries Workstation	KP	Office supplies: Sharpies, Post-its, colorful office supplies	☐
8.4	Downstairs Food Pantry Sundries Workstation	KP/BP	Duct tape ("duck tape") & magnetic tape	☐

#	Location / Room	Owner	Item Description	Picked Up?
8.5	Downstairs Food Pantry Sundries Workstation	KP	Monitor connected to laptop used for 2nd food pantry check-in station (borrowed from Karen Perkins' home office while she was in CA assisting with pre-mature grandchild)	☐
8.6	Downstairs Food Pantry Sundries Workstation	KP/BP	Laminator and supplies (pouches, sheets, etc.)	☐
8.7	Downstairs Food Pantry Sundries Workstation	KP	Wall-cling decorations, sticky tack, small décor	☐
8.6	Downstairs Food Pantry Sundries Workstation	KP/BP	Roland FP-7 with stand and stool	☐
8.7	Downstairs Food Pantry Sundries Workstation	KP	Roland Ampliphier for FP-7	☐

#	Location / Room	Owner	Item Description	Picked Up?
9.1	Downstairs Entry – Pantry Sign-In	DP	Monitor on rolling “egg” sign-in table	☐
9.2	Downstairs Entry – Pantry Sign-In	BP	Retired mac mini on sign-in table (older, personally upgraded)	☐
9.3	Downstairs Entry – Pantry Sign-In	BP	Button device used for sign-in/data capture	☐
9.4	Downstairs Entry – Pantry Sign-In	BP	Weigh scale + all associated hardware, cables, interfaces	☐

#	Location / Room	Owner	Item Description	Picked Up?
10.1	Gray Cabinet Near Pantry Entry	BP	Audio mixers, mixing board, receiver, AV gear on upper shelves	☐
10.2	Gray Cabinet Near Pantry Entry	BP	Wires, adapters, AV accessories, misc. electronics on lower shelves	☐
10.3	Gray Cabinet Near Pantry Entry	BP	Uninstalled hardward	☐

#	Location / Room	Owner	Item Description	Picked Up?
11.1	Tool Storage – Yellow Crates	BP	All yellow crates containing tools	☐
11.2	Tool Storage – Yellow Crates	BP	All toolboxes except gray toolbox marked “RLC” (that one stays)	☐

#	Location / Room	Owner	Item Description	Picked Up?
12.1	Along Pantry Wall	BP	Small humidifier wrapped in plastic	☐

#	Location / Room	Owner	Item Description	Picked Up?
12.2	Along Pantry Wall	BP	Any nearby loose personal items (extension cords, gadgets)	☐

#	Location / Room	Owner	Item Description	Picked Up?
13.1	Rolling Shelves (Downstairs)	BP/KP	Laminators (all units)	☐
13.2	Rolling Shelves (Downstairs)	BP/KP	Lamination supplies (pouches, film) if stored here	☐
13.3	Rolling Shelves (Downstairs)	BP/KP	Office / "fun" supplies for TV Production	☐
13.4	Rolling Shelves (Downstairs)	BP	TV Production Program supplies & large box of TV Production materials	☐

#	Location / Room	Owner	Item Description	Picked Up?
14.1	Classroom (Downstairs – far left corner)	BP	Monitor near old all-in-one computer (monitor personal; computer church)	☐
14.2	Classroom (Downstairs – far left corner)	BP	Boxes of BP's personal items on/near wooden shelves (removed from studio)	☐
14.3	Classroom (Downstairs – far left corner)	BP	Hot-dog event supplies on wooden shelves (signage, serving pieces, etc.)	☐
14.4	Classroom / Supplies	BP/KP	Giant Bible maps or teaching charts (if still present and not donated)	☐
14.5	Classroom / Supplies	BP/KP	Heavy-duty paper tubes used for storing rolled maps/posters	☐

#	Location / Room	Owner	Item Description	Picked Up?
15.1	Cafeteria / Kitchen / Concessions	BP	Two hot-dog machines/rollers	☐
15.2	Cafeteria / Kitchen / Concessions	BP	Any additional hot-dog rollers/warmers used with them	☐
15.3	Cafeteria / Kitchen / Concessions	BP	Popcorn machine	☒
15.4	Cafeteria / Kitchen / Concessions	BP	Butter machine	☒
15.5	Cafeteria / Kitchen / Concessions	BP	Popcorn supplies (kernels, oil, seasonings, bags, scoops, etc.) not grant-funded	☐
15.6	Cafeteria / Kitchen / Concessions	BP	Unused Bunn coffee grinder	☐
15.7	Cafeteria / Kitchen / Concessions	BP	Keurig machine if plumbed into downstairs kitchen water	☐
15.8	Cafeteria / Kitchen / Concessions	BP	~4 lbs bacon (2 × 2-lb packages) – clearly personally purchased	☐

#	Location / Room	Owner	Item Description	Picked Up?
15.9	Cafeteria / Kitchen / Concessions	BP	Coconut oil (for popcorn/cooking) – personal	☐
15.10	Cafeteria / Kitchen / Concessions	BP	Soda/soft drinks in cupboards brought by BP/KP (non-grant, non-pantry stock)	☐
#	Location / Room	Owner	Item Description	Picked Up?
16.1	Classroom / Devotion / Display Extras	KP/BP	Extra colorful snack/treat bags not already captured	☐
16.2	Classroom / Devotion / Display Extras	KP	Floral aprons hanging in classroom/kitchen that are clearly KP's	☐
16.3	Classroom / Devotion / Display Extras	KP/BP	Window-cling decorations from classroom or cafeteria windows	☐
16.4	Classroom / Devotion / Display Extras	KP	Decorative baskets/props brought from home and never donated	☐
#	Location / Room	Owner	Item Description	Picked Up?
17.1	Archive Room – Outer	KP	Boxes of KP's books on shelves (separate personal vs donated; only take personal)	☒
17.2	Archive Room – Inner	KP/BP	Quick visual check – remove only clearly identified personal items (if any)	☐
#	Location / Room	Owner	Item Description	Picked Up?
18.1	Various – Tubs / Loose	KP/BP	Any plastic tubs clearly filled with personal items from kitchen clean-out	☐
#	Location / Room	Owner	Item Description	Picked Up?
20.1	Sacristy / Robe Closet	KP	Shoulder-snap Almy robe (KP's personal robe, not RLC-owned)	☐

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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church)
Juneau, Alaska)
Plaintiff)

vs)

Karen Lawfer, Karen Perkins,)
Bradley Perkins, in his)
Individual Capacity and d/b/a)
RLClive.org)
Defendants,)

No: 1JU-24-00681CI

Resurrection Lutheran Church)
Counter-complainant)

vs)

Lisa Brendle,)
Counter-Defendant)

Karen Perkins, and Resurrection)
Lutheran Church,)
Third-Party Complainants)

vs.)

Lisa Brendle and Kristin)
Cadigan-McAdoo,)
Unknown parties)
Third-party defendants)

Affidavit of Karen Lawfer (Third Affidavit)

I, Karen Lawfer, state upon oath or affirmation that the following facts are true to the best of my knowledge:

1. I am a long-time member of Resurrection Lutheran Church (“RLC”) in Juneau, Alaska. I have been a member for more than 30 years and have resided at the same mailing address during that time.

2. From 2023 until the events giving rise to this lawsuit, I served as the elected President of the RLC Congregation Council. I make this affidavit based on personal knowledge and my review of church records and correspondence.

3. Over many years, I, Karen Perkins, Bradley Perkins, and other members and volunteers brought substantial personal property into the church building to support RLC’s ministries, including but not limited to worship, education, the food pantry, the Community Cafeteria & Dining Room, Juneau Live! Studio, and Scouting activities. This is a common practice by church members, volunteers, and facility users, as churches often cannot afford all equipment necessary to support their programs. Further, the use of member and volunteer personal property at churches, whom are often budget-constrained, is a long-standing, known practice.

4. The personal property includes musical instruments and equipment, studio and broadcast gear, hot-dog and concession equipment, coffee preparation equipment, educational materials, banners, mirrors, clothing, office and art supplies, and other items more fully described in the Personal Property List attached to the Emergency Motion for Access as Exhibit A. To the best of my

knowledge, these items were purchased or provided by individuals and are not owned by RLC as congregational property.

5. Following the Court's January 27, 2026, Final Judgment, I and others attempted repeatedly to obtain reasonable access to the RLC premises in order to identify, pack, and remove our personal property. These requests were made through counsel, directly to individuals claiming to be the current council, and through the bishop.

6. Despite these efforts, we were informed—directly, through Plaintiffs' counsel and through the bishop—that those now in control of the building would not allow removal of personal property (except for the limited items mentioned in the Court's decision) until they completed an internal review of past financial transactions related to the True North Credit Union and Global Credit Union accounts. I understand from the bishop that, “until all the financials ... are reviewed,” they are unwilling to permit removal of personal property.

7. Personal property located in the church building is not part of the True North or Global accounts, and there is no legitimate reason to condition access to it on completion of a financial review. The effect of this position has been to hold our property hostage and to use it as leverage in disputes unrelated to the ownership of the items themselves.

8. On February 15, 2026, I hand delivered a letter to members of the congregation to those present at their alleged “annual meeting” and to those now acting as the RLC council. In that letter, titled “Re: Issues Regarding Notice of Meeting and Removal of Private Property” I:

a. noted that I had not received proper constitutional notice of the annual meeting under RLC Constitution C10.03;

b. explained that there had been “repeated good-faith requests for access and coordination” to remove personal property that “have not been honored in any meaningful way”;

c. clarified that the property at issue was personal property, not church property; and

d. formally requested confirmation of dates and times for a reasonable block of uninterrupted access and a commitment that there be “no interference with the packing and removal of personal items.” A true and correct copy of that letter is attached as Exhibit 1.

9. As of the date of this affidavit, the concerns and requests set out in my February 15, 2026, letter have not been adequately addressed. We have not been provided with a realistic, agreed-upon block of time to retrieve our property free from threats of trespass, interference by security, or arbitrary restrictions. Additionally, on February 25, 2026, after being assured that we would be granted access to the church, the following occurred:

a. I had been paying for a storage unit at U-Haul to hold items until the cargo container was available.

b. In reliance on assurances from counsel that access to the church would be provided, I rented a truck (for the second time, the first being on December 24, 2025) at my personal expense.

c. When I arrived at the church with others to load personal property, we were denied access by Kelly Magee, Ken Koelsch, and their counsel, Joe Geldhof, even though I had been told by my attorney that access had been agreed upon.

d. When I asked why we were again being denied access, the reasons given by Kelly Magee:

i. As to me, I was told that I was no longer a member “in good standing.” There is no such membership classification in the RLC Constitution. I was also told by Ms. Magee that the I was no longer a member as I entered the church to attend their “annual meeting”. If they were referring to “voting member,” the Constitution provides in C8.02(c) that voting members are confirmed members who, “during the current or preceding calendar year, shall have communed in this congregation and shall have made a contribution of record to this congregation.” I had both communed and made a contribution of record during 2025. This same argument had previously been used to justify not sending me (and others) the constitutionally required notice of their alleged “annual meeting” and to tell me I could not vote when I attended:-

ii. As to Karen Perkins, I was told she had been trespassed for one year for allegedly interfering with changing the door locks or arguing. A true and correct copy of that trespass order is attached as Exhibit 2. To my understanding, this trespass may have actually facilitated by Ms. Magee’s and Mr. Koelsch’s connections to the Juneau Police Department (as a former JPD dispatcher and former mayor, respectively). I was also told by Bishop Timothy Oslovich that there is an unwritten tradition that a former pastor should not remain a member of their prior congregation. In my view, this does not justify withholding her personal property because:

- 1) this unwritten tradition has no force of law and is not part of the RLC Constitution;
- 2) prior pastors are expected to remove their personal property; and
- 3) Bishop Oslovich personally (but unconstitutionally and without cause) removed Karen Perkins from the churchwide roster, declaring her no longer a pastor, so this tradition should not be used to block her recovery of personal property.

iii. As to David Brabaw, who meets all the Constitution criteria to be a voting member was refused access to identify and retrieve property even though he has personal knowledge and history of the property.

iv. As to Rebel Stevens, a volunteer, he has personal knowledge and history to identify personal property brought into the church for its mission work.

e. Instead of allowing us to enter and identify items, we were handed 18 unlabeled boxes and a few loose items from our list, without any meaningful opportunity to verify what was inside the boxes or to locate missing property.

f. For no apparent reason, we were not allowed to use the elevator and were required to move items via stairs and sidewalk which was covered in snow and ice.

h. Karen and Bradley Perkins now must delay their move and loading of the cargo container for approximately two weeks, incurring ongoing costs of approximately \$57 per day for the container rental and \$87 per day for additional house rent in Juneau.

10. In addition to my letter, I have participated in text and email communications with our attorney, Jeffrey Troutt, and with Bishop Timothy Oslovich, seeking a cooperative path to retrieve personal property without further court involvement. These communications include arranging proposed dates, discussing who would be present, and asking whether the bishop could facilitate access. A true and correct copy of that email is attached as Exhibit 3.

11. The continuing denial and obstruction of access is causing immediate and concrete harm:

a. Karen Perkins must travel to Auburn, California to assist in the post-surgical care of her husband, Bradley Perkins, following a limb-threatening procedure. A cargo container arrived on

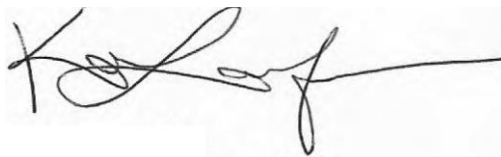
Monday, February 24 and is being loaded, and many of the items needed for that move remain locked inside the church.

b. I had to leave town on Thursday, February 26, 2026, for an extended period to provide care for my mother, which will make it significantly more difficult for me to assist later with sorting and removing property.

c. Many of the items are personally purchased and cannot be easily or affordably replaced. Others have sentimental or ministry-specific value that cannot be replicated.

12. We have attempted, in good faith and over an extended period, to resolve this informally and peacefully. Only after these efforts were unsuccessful, and after it became clear that access was being used as leverage for unrelated financial demands, did we ask our attorney to file an emergency motion for access.

13. I make this affidavit in support of Defendants' Emergency Motion for Order Permitting Access to Church Premises to Retrieve Personal Property and for Related Relief, and to confirm that we have attempted to resolve these issues without court involvement and that continued denial of access is causing ongoing harm.



Subscribed and sworn on March 12, 2026, by _____.

Mailing Address: 2765 John Street, Juneau, AK 99801

State of _____)

County of _____)

On this ____ day of _____ in the year 2026, before me, the undersigned notary public, personally appeared Karen Lawfer ☐ known to me, or ☐ proved by satisfactory evidence, to be the person whose name is made her oath/affirmation in due form of law that the matters and facts set forth subscribed to within this Affidavit and acknowledged that she executed the same for the purposes herein contained.

Signature of Notary Public

My Commission Expires: _____

Certificate of Service

This document must be given to all attorneys/parties of record. I certify that a copy of this affidavit was delivered to (list everyone served and attach extra pages if necessary):

_____ by ☐ email ☐ mail and/or ☐ hand delivery by
name

_____ by _____ (_____
date emailed / mailed / hand delivered signature printed name

JEFFERY D. TROUTT
Troutt Law Office, LLC
P.O. Box 240096
Douglas, AK 99824
Phone: 907-723-5684
jtroutt@me.com

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church)
Juneau, Alaska)
Plaintiff)

vs)

Karen Lawfer, Karen Perkins,)
Bradley Perkins, in his)
Individual Capacity and d/b/a)
RLClive.org)
Defendants,)

No: 1JU-24-00681CI

Resurrection Lutheran Church)
Counter-complainant)

vs)

Lisa Brendle,)
Counter-Defendant)

Karen Perkins, and Resurrection)
Lutheran Church,)
Third-Party Complainants)

vs.)

Lisa Brendle and Kristin)
Cadigan-McAdoo,)
Unknown parties)
Third-party defendants)

Affidavit of Lucy Merrell

I, Lucy Merrell, state upon oath or affirmation that the following facts are true to the best of my knowledge:

1. I am a long-time member of Resurrection Lutheran Church (“RLC”) in Juneau, Alaska. I have been a member for more than 30 years. I currently reside at [correct address], Juneau, Alaska 99801.
2. I have served as Music Director of RLC since approximately 2012. I also served as a Congregation Council member and as Chairperson of the Worship and Music Committee during 2024 and 2025. The Worship and Music Committee met regularly during that time, and as needed.
3. Over many years, I, Karen Perkins, Bradley Perkins, and other members and volunteers brought substantial personal property into the church building to support RLC’s ministries, including worship, education, the food pantry, the Community Cafeteria & Dining Room, Juneau Live! Studio, and Scouting activities. This is a common practice in churches, especially where programs depend in part on personally owned equipment and supplies. I have also brought in my own music, instruments, and other personal items to support my work as Music Director and Chairperson of the Worship and Music Committee.
4. The personal property at issue includes musical instruments and equipment, studio and broadcast gear, hot-dog and concession equipment, coffee preparation equipment, educational materials, banners, mirrors, clothing, office and art supplies, and other items more fully described in the Personal Property List attached to the Emergency Motion for Access as Exhibit A. To the best of my knowledge, these items were purchased or provided

by individuals and are not owned by RLC as congregational property. I am personally familiar with many of the items on that list.

5. Following the Court's January 27, 2026 Final Judgment, I am aware that repeated attempts were made to obtain reasonable access to the RLC premises so that personal property could be identified, packed, and removed. These efforts were made through counsel, directly to those claiming to act as the current council, and through the bishop.
6. Despite those efforts, I understand that those now in control of the building have refused to allow removal of personal property until they complete an internal review of financial transactions involving the True North Credit Union and Global Credit Union accounts. I am an authorized signatory on RLC bank accounts, and to the best of my knowledge the personal property located in the church building is not part of those accounts and should not be conditioned on any such review.
7. As of the date of this affidavit, I have not been provided with a realistic, agreed-upon block of time to retrieve personal property free from threats of trespass, interference by security, or arbitrary restrictions.
8. The continuing denial and obstruction of access is causing immediate and concrete harm. Karen Perkins must travel to Auburn, California to assist in the post-surgical care of her husband, Bradley Perkins, following a limb-threatening procedure. A cargo container

arrived on Monday, February 24, and is being loaded, and many items needed for that move remain locked inside the church.

9. Many of the items are personally purchased and cannot be easily or affordably replaced. Others have sentimental or ministry-specific value that cannot be replicated.

10. I make this affidavit in support of Defendants' Emergency Motion for Order Permitting Access to Church Premises to Retrieve Personal Property and for Related Relief, and to confirm that repeated efforts to resolve these issues without court involvement have not succeeded and that continued denial of access is causing ongoing harm.

Subscribed and sworn on March 21, 2026, by _____.
signature

Mailing Address: 2765 John Street, Juneau, AK 99801

State of Alaska)
County of Juneau)

On this ____ day of _____ in the year 2026, before me, the undersigned notary public, personally appeared Lucy Merrell ☐ known to me, or ☐ proved by satisfactory evidence, to be the person whose name is made her oath/affirmation in due form of law that the matters and facts set forth subscribed to within this Affidavit and acknowledged that she executed the same for the purposes herein contained.

Signature of Notary Public

My Commission Expires: _____

Certificate of Service

This document must be given to all attorneys/parties of record. I certify that a copy of this affidavit was delivered to (list everyone served and attach extra pages if necessary):

_____ by ☐ email ☐ mail and/or ☐ hand delivery by
name

_____ by _____ (_____)
date emailed / mailed / hand delivered signature printed name

JEFFERY D. TROUTT
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jtroutt@me.com

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church)
Juneau, Alaska)
Plaintiff)

vs)

Karen Lawfer, Karen Perkins,)
Bradley Perkins, in his)
Individual Capacity and d/b/a)
RLClive.org)
Defendants,)

No: 1JU-24-00681CI

Resurrection Lutheran Church)
Counter-complainant)

vs)

Lisa Brendle,)
Counter-Defendant)

Karen Perkins, and Resurrection)
Lutheran Church,)
Third-Party Complainants)

vs.)

Lisa Brendle and Kristin)
Cadigan-McAdoo,)
Unknown parties)
Third-party defendants)

Affidavit of David Brabaw

I, David Brabaw, state upon oath or affirmation that the following facts are true to the best of my
knowledge:

1. I am a long-time member of Resurrection Lutheran Church (“RLC”) in Juneau, Alaska. I have been a member for my entire life – over 60 years. I currently reside at 606 W 10th Street, Juneau, Alaska 99801.
2. I have been a long-time volunteer for the RLC Food Pantry and am a staff member for Juneau Live! Studio. Additionally, I am an instructor for the Juneau Live! Studio TV Production Programs.
3. Over many years, I, Karen Perkins, Bradley Perkins, and other members and volunteers brought substantial personal property into the church building to support RLC’s ministries, including but not limited to worship, education, the food pantry, the Community Cafeteria & Dining Room, Juneau Live! Studio, and Scouting activities. This is a common practice by church members, volunteers, and facility users, as churches often cannot afford all equipment necessary to support their programs. I have brought in my own tools and other personal items to support my roles. Further, the use of member and volunteer personal property at churches, whom are often budget-constrained, is a long-standing, known practice.
4. The personal property includes musical instruments and equipment, studio and broadcast gear, hot-dog and concession equipment, coffee preparation equipment, educational materials, banners, mirrors, clothing, office and art supplies, and other items more fully described in the Personal Property List attached to the Emergency Motion for Access as Exhibit A. To the best of my knowledge, these items were purchased or provided by individuals and are not owned

by RLC as congregational property. I am personally familiar with the Personal Property List attached to the Emergency Motion for Access as Exhibit A.

5. Following the Court's January 27, 2026, Final Judgment, I and others attempted repeatedly to obtain reasonable access to the RLC premises to identify, pack, and remove personal property. These requests were made through counsel, directly to individuals claiming to be the current council, and through the bishop.

See Third Lawfer Affidavit B.

6. While I did receive notice of their alleged "annual meeting" (required under RLC Constitution C10.03} and understand that Kelly Magee that she considers me to be member "in good standing." (there is no such membership classification in the RLC Constitution), I have been denied access to RLC (without explanation). Until recently, I had both communed and made a contribution of record.

8. The continuing denial and obstruction of access is causing immediate and concrete harm:

- a. Karen Perkins must travel to Auburn, California to assist in the post-surgical care of her husband, Bradley Perkins, following a limb-threatening procedure. A cargo container arrived on Monday, February 24 and is being loaded, and many of the items needed for that move remain locked inside the church.

b. Many of the items are personally purchased and cannot be easily or affordably replaced. Others have sentimental or ministry-specific value that cannot be replicated.

9. I make this affidavit in support of Defendants' Emergency Motion for Order Permitting Access to Church Premises to Retrieve Personal Property and for Related Relief, and to confirm that we have attempted to resolve these issues without court involvement and that continued denial of access is causing ongoing harm.

Subscribed and sworn on March 21, 2026, by _____.
signature

Mailing Address: 606 W 10th Street, Juneau, AK 99801

State of Alaska)
County of Juneau)

On this ____ day of _____ in the year 2026, before me, the undersigned notary public, personally appeared David Brabaw ☐ known to me, or ☐ proved by satisfactory evidence, to be the person whose name is made his oath/affirmation in due form of law that the matters and facts set forth subscribed to within this Affidavit and acknowledged that she executed the same for the purposes herein contained.

Signature of Notary Public

My Commission Expires: _____

Certificate of Service

This document must be given to all attorneys/parties of record. I certify that a copy of this affidavit was delivered to (list everyone served and attach extra pages if necessary):

_____ by ☐ email ☐ mail and/or ☐ hand delivery by
name

_____ by _____ (_____)
date emailed / mailed / hand delivered signature printed name

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jtroutt@me.com

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Juneau, Alaska)
Plaintiff)

vs)

Karen Lawfer, Karen Perkins,)
Bradley Perkins, in his)
Individual Capacity and d/b/a)
RLClive.org)
Defendants,)

No: 1JU-24-00681CI

Resurrection Lutheran Church)
Counter-complainant)

vs)

Lisa Brendle,)
Counter-Defendant)

Karen Perkins, and Resurrection)
Lutheran Church,)
Third-Party Complainants)

vs.)

Lisa Brendle and Kristin)
Cadigan-McAdoo,)
Unknown parties)
Third-party defendants)

Affidavit of Rebel Stevens

I, **Rebel Stevens**, state upon oath or affirmation that the following facts are true to the best of my knowledge:

1. I am a volunteer for the RLC Food Pantry and a staff member for Juneau Live! Studio. In 2025, I requested to become a member of Resurrection Lutheran Church (“RLC”), and I understand that the RLC Congregation Council approved my membership, although no authorized clergy has been available to formally receive me as a member. I currently reside at 3240 Fritz Cove Road, Juneau, Alaska 99801.
2. Over time, I have observed that Karen Perkins, Bradley Perkins, and other members and volunteers brought substantial personal property into the church building to support RLC’s ministries, including worship, education, the food pantry, the Community Cafeteria & Dining Room, Juneau Live! Studio, and Scouting activities. This is a common practice in churches, especially where programs depend in part on personally owned equipment and supplies. I have also brought in my own tools and personal items to support my volunteer work.
3. The personal property at issue includes musical instruments and equipment, studio and broadcast gear, hot-dog and concession equipment, coffee preparation equipment, educational materials, banners, mirrors, clothing, office and art supplies, and other items more fully described in the Personal Property List attached to the Emergency Motion for Access as Exhibit A. To the best of my knowledge, these items were purchased or provided by individuals and are not owned by RLC as congregational property. I have personal knowledge sufficient to identify personal property brought into the church for mission work and reflected on that list.

4. When asked to assist in the removal of such personal property, I was denied access to RLC without explanation.
5. The continuing denial and obstruction of access is causing immediate and concrete harm. Karen Perkins must travel to Auburn, California to assist in the post-surgical care of her husband, Bradley Perkins, following a limb-threatening procedure. A cargo container arrived on Monday, February 24, 2026, and is being loaded, and many of the items needed for that move remain locked inside the church. I have been assisting them in packing and loading their cargo container.
6. Many of the items are personally purchased and cannot be easily or affordably replaced. Others have sentimental or ministry-specific value that cannot be replicated.
7. I make this affidavit in support of Defendants' Emergency Motion for Order Permitting Access to Church Premises to Retrieve Personal Property and for Related Relief, and to confirm that repeated efforts to resolve these issues without court involvement have not succeeded and that continued denial of access is causing ongoing harm.

JEFFERY D. TROUTT
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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT JUNEAU**

Resurrection Lutheran Church
Juneau, Alaska
Plaintiff

vs

Karen Lawfer, Karen Perkins,
Bradley Perkins, in his
Individual Capacity and d/b/a
RLClive.org
Defendants,

No: 1JU-24-00681CI

Resurrection Lutheran Church
Counter-complainant

vs

Lisa Brendle,
Counter-Defendant

Karen Perkins, and Resurrection
Lutheran Church,
Third-Party Complainants

vs.

Lisa Brendle and Kristin
Cadigan-McAdoo,
Unknown parties
Third-party defendants

**DEFENDANTS' MEMORANDUM REGARDING PLAINTIFF'S MOTION FOR ATTORNEY'S
FEES AND COSTS AND MOTION FOR RECONSIDERATION OF ORDER TAXING COSTS**

I. INTRODUCTION

Plaintiff moved for an award of approximately \$78,000 in attorney's fees and approximately \$500 in costs. The Court has now entered its Final Judgment and Decree and, by separate order prepared by Plaintiff's counsel, has denied the fee request but awarded costs of roughly \$500 to Plaintiff.

Defendants submit this memorandum to:

1. Urge the Court to deny of any award of attorney's fees; and
2. Respectfully request reconsideration of the order taxing costs to Defendants, and clarification that each party shall bear its own costs, or, in the alternative, that no costs be taxed beyond those strictly required by statute or rule.

Given the nature and disposition of this case—dismissed without adjudication on the merits and without any party obtaining the relief it initially sought—an award of costs to Plaintiff is not warranted and is inequitable.

II. THERE IS NO PREVAILING PARTY; COSTS SHOULD NOT BE AWARDED

Under Alaska civil practice, costs generally follow the “prevailing party,” but the Court retains discretion to determine which, if any, party prevailed and whether costs should be awarded at all. Here, no party achieved its litigation objectives.

- Plaintiff filed this action seeking a judicial declaration that its faction was the lawful RLC council and officers, together with related relief.
- After extensive motion practice and briefing—including jurisdictional briefing requested by the Court—Plaintiff ultimately obtained neither a ruling that it was the legitimate council nor any of the governance declarations it originally requested.
- The Court's final disposition terminated the case on threshold grounds, without granting Plaintiff the relief it pled and without resolving the underlying ecclesiastical and corporate governance issues.

In substance, the litigation ended where it began: with two factions, and without civil adjudication of who was “right.” Under those circumstances, there is no clear prevailing party, and the better exercise of discretion is to deny costs to both sides and leave each to bear its own expenses.

Awarding costs to Plaintiff in this setting risks converting a jurisdictional dismissal into a de facto “win” for one side in an internal church dispute that the Court explicitly declined to resolve on the merits.

III. EVEN IF PLAINTIFF IS TECHNICALLY “PREVAILING,” EQUITY FAVORS DENIAL OF COSTS

Even if the Court were to conclude that Plaintiff is technically the prevailing party because the complaint was not dismissed with prejudice against it, an award of costs remains discretionary. Multiple equitable considerations support denying costs here:

1. Nature of the dispute.

This case arose from a deeply divided congregation, with both factions claiming to act in good faith for the mission of the church and its community programs. Defendants are not commercial litigants; they are volunteer leaders who continued providing food, shelter, and services during the pendency of this lawsuit. Imposing costs on them would functionally punish lay leaders for attempting to follow what they believed to be the congregation’s constitution.

2. Jurisdictional and ecclesiastical complexities.

The Court’s dismissal reflects recognition that the dispute sits near the boundary of justiciability and ecclesiastical abstention. When a court declines to adjudicate church-governance questions on the merits, “winner-takes-all” cost shifting is especially inappropriate.

3. Relative resources and impact.

Plaintiff's faction now controls church property and accounts; Defendants are individuals, some with limited income and health challenges. Even a modest cost award is significant to them and will directly impact their ability to relocate and secure medical care and housing, while the incremental benefit to the church corporation is minimal.

4. Ongoing need for reconciliation.

The Court's order expressly contemplates that the parties remain fellow members of the same worshipping community. A cost award to one faction risks further entrenching division, rather than promoting healing and reconciliation, and may be invoked as a symbolic "victory" in continuing internal conflict.

For these reasons, even assuming Plaintiff is deemed the prevailing party in a technical sense, the equities strongly support denying costs in their entirety.

IV. PROCEDURAL FAIRNESS AND THE NEED FOR CLARIFICATION

Defendants understand that the cost order was submitted in proposed form by Plaintiff's counsel and was signed by the Court in proximity to entry of final judgment. Out of an abundance of caution, Defendants file this memorandum promptly upon learning of the order to preserve their objections and to request clarification.

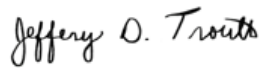
To the extent the Court intended merely to allow mandatory, ministerial costs (e.g., a single filing fee), Defendants ask that the order be clarified and limited accordingly. If, however, the Court intended a broader exercise of discretion in favor of Plaintiff, Defendants respectfully ask the Court to reconsider that discretionary choice for the reasons stated above and to amend the order to provide that each party shall bear its own costs.

V. CONCLUSION

Defendants respectfully request that the Court:

1. Confirm its denial of Plaintiff's motion for attorney's fees;
2. Vacate or amend the order awarding costs to Plaintiff, and enter an order that each party shall bear its own costs; or, in the alternative,
3. Limit any cost award to those items strictly required by rule or statute, expressly recognizing that the Court is exercising its discretion not to award costs more broadly in light of the unique circumstances of this intra-church dispute.

RESPECTFULLY SUBMITTED this ____ day of February 2026.



Jeffery Troutt
Attorney for Resurrection Lutheran Church, Karen Lawfer, Rev. Karen Perkins
Bradley Perkins, and RLClive.org

Certificate of Service

This document must be given to all attorneys/parties of record. I certify that a copy of this affidavit was delivered to (list everyone served and attach extra pages if necessary):

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name

_____ by _____ (_____)
date emailed / mailed / hand delivered signature printed name

In The Matter Of:
Resurrection Lutheran Church Alaska v. Lawfer, et al.
Case No. 1JU-24-00681 CI

Oral Argument
October 2, 2025

Glacier Stenographic Reporters, Inc.
P.O. Box 32340
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(907) 789-9028



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1 P R O C E E D I N G S

2 Courtroom A

3 1:03:08 PM

4 THE CLERK: Superior Court is now in session,
5 with the Honorable Judge Woolford presiding.

6 THE COURT: Good afternoon. We're on record
7 in Resurrection Lutheran Church vs. Karen Lawfer, et
8 al. On both sides of those, it is Case No.
9 1JU-24-681.

10 And we're together for oral argument on a
11 couple of pending motions, plaintiff's motion to
12 dismiss, defendant's opposition to and cross-motion
13 for summary judgment.

14 My thought was to have Mr. Geldhof, you
15 begin, sir, with respect to the motion to dismiss,
16 and we'll turn to Mr. Troutt, and we'll see what --
17 how much time we have left. We've got about an hour
18 and a half today.

19 Mr. Geldhof, thoughts on how long you
20 need or would like for your initial stab at things?

21 MR. GELDHOF: I'll be -- I'm having Kristin
22 Cadigan-McAdoo start kicking me if I go more than 15
23 minutes on the opening.

24 And I do think, given the motion to
25 dismiss, the cross-motions, and all the paperwork

1 to worship together without the constant meddling by
2 a small group of individuals who have placed cameras
3 in the sanctuary. They record services without
4 permission, and they've scheduled events that
5 conflict with the normal operation of the church.

6 with a declaration from this court, the
7 present church council leadership would be confirmed
8 if you adopt the findings that I want. The church
9 will then be allowed, in an unfettered manner,
10 carrying on their good works and worship in a
11 functional way and make for a more resilient church.

12 The court is right to become -- well, to
13 be wary, frankly, of getting entangled in religious
14 matters, and I am not asking you to do that on
15 behalf of this church.

16 AUTOMATED VOICE: This call will be recorded.
17 This call is no longer being recorded.

18 MR. GELDHOF: I've done that. I have
19 sympathy.

20 But the grant of declaratory relief here
21 is not one that I think puts this court in a
22 position where you are crossing that line and
23 interfering with or encroaching upon the church.

24 And if you think about that, and I -- you
25 probably have, Your Honor, better examples. There's

1 plaintiff in this litigation steadfastly sought
2 declaratory relief, essentially confirming the acts
3 of the church council as administered by the two
4 bishops and the synod.

5 That's all we want is a declaration when
6 you take a look, a hard look, I presume, at what
7 transpired up to the point where litigation was
8 believed necessary.

9 Now, contrast that with the position --
10 which is an evolving position -- maintained by
11 Ms. Lawfer and former Pastor Perkins and Brad
12 Perkins.

13 Their theory, at least as I understand
14 it, started out saying, "well, everything was wrong
15 because you engaged in unethical behavior." It's
16 interesting, and I won't noodle that too much, but
17 as I view the pleadings and the position, this
18 ethical standard that was called for and which was,
19 I think, designed and promoted by Ms. Lawfer and the
20 Perkins preexisted the election.

21 That seems to have morphed into a
22 discussion -- it evolved into a discussion that
23 somehow the election -- which is at the heart of
24 this case -- was improper based on, well, frankly,
25 Lisa Brendle's ability to serve. That's the

1 Lutheran Church, and that is strong -- it's a
2 strong, deeply held conviction of Pastor Perkins,
3 Brad Perkins, and Karen Lawfer.

4 when I'm talking about this, I'll try not
5 to be pejorative, because I know that we don't burn
6 heretics anymore, we just insult them. And I'll try
7 not to even do that.

8 The notion that they can go start their
9 own church can apply to them just as well. I will
10 give the most salient part of -- I think, of this
11 argument, which comes from the church's
12 constitution. And that's at Exhibit 1 of the
13 affidavit of Karen Lawfer, and it's cited at
14 Brendle, the Bates stamp. You know, I didn't Bates
15 stamp everything, but I did give everybody the gift
16 of doing these.

17 Brendle 023, which says, "A member may
18 not serve more than six consecutive terms," that is
19 the 22nd Amendment of that church. It's clear, it's
20 clear, as my learned -- and I mean that sincerely --
21 learned opponent has mentioned in the
22 Higgle (phonetic) case about you look, and you just
23 look at the plain language.

24 That's the plain language, "no more than
25 six consecutive years." Ms. Brendle was elected to

1 more than -- has served her sixth. And once it
2 became apparent that she had violated the law, once
3 she got called out, she resigned. She resigned.

4 And if you look through the facts and
5 what happened, you'll see kind of a nonsensical way
6 of, you know, people acting the way they do when
7 they kind of get called out. Yeah, I resign, and I
8 get this honorary position and all that.

9 So I want to urge the dismissal of the
10 plaintiff's claims that they are, in fact, the true
11 council for Resurrection Lutheran Church. And when
12 I'm arguing -- when I argued, I intended to show,
13 one, is that the motion to dismiss, it should be
14 treated like a motion for summary judgment under
15 Rule 12(b)(6). And I'll get to the details of that
16 when -- and I'm not so nervous.

17 Also, the Resurrection Lutheran Church is
18 subject to its own Constitution, and that
19 Constitution was violated. I mean, this is black
20 and white. This is black and white.

21 And I'll go to my reference of -- go back
22 quickly to my reference to 12(b)(6), which says,
23 "The defenses can be a failure to state a claim of
24 relief on which -- a claim on which relief can be
25 granted." That's the crux of the employment claim.

1 And then later on, the rule says, "If, on
2 a motion asserting the defense numbered (6) to
3 dismiss for failure of the pleading to state a claim
4 on which relief can be granted, matters outside are
5 presented and not excluded by the court, then the
6 motion should be treated as one for summary
7 judgment." So it's going to be treated like a
8 motion for summary judgment, and, at the end, other
9 issues of material fact that are in dispute.

10 And if there are no issues of material
11 fact, then you look at the law and you slice it.
12 You use Occam's razor and slice it one way or
13 another. And if you -- and if -- or you -- but if
14 there are issues of material fact, then there are --
15 then you can't grant summary judgment and you
16 can't -- and, consequently, can't grant the motion
17 to dismiss.

18 Lisa Brendle was constitutionally barred
19 from the council. She didn't have authority to act
20 on the church. She never obtained the church's
21 approval to file a suit or the council approval to
22 file a suit. Her claims should be dismissed.

23 And I would reference the court to
24 Exhibit 11 in the Ms. Lawfer's affidavit, which goes
25 through every purported action of the council since

1 Ms. Brendle became the purported president, the
2 actions of the Brendle council, and sets out why
3 they should be nullified, why they were wrong.

4 And there's matters of failure of notice,
5 failures of notice, her serving longer than she's
6 constitutionally allowed to. And there's a -- and
7 we have a cite for each and every violation and why
8 she didn't have authority to do that.

9 There was -- I think the most salient
10 issue is the constitutional term limit and what does
11 the court do with that when somebody's serving and
12 they're not entitled to serve when they cannot --
13 when they take actions without a quorum, when the
14 bishop -- no disrespect intended -- but when the
15 bishop takes action to which he has no authority?

16 Nothing in the Resurrection Lutheran
17 Constitution allows a bishop to call congregational
18 meeting, to call council meeting to, as the previous
19 bishop stated, misstate the number of votes that are
20 required to terminate a pastor.

21 There was -- the previous bishop called a
22 congregational meeting and said that there were --
23 50 percent were required. In fact, the Constitution
24 requires two-thirds vote. And, to the best of my
25 knowledge, there's no record of that vote. There's

1 no record of a quorum at that meeting.

2 One of the -- I think probably the
3 foundational principles of the Lutheran church that
4 I've learned -- since I'm not a church guy -- but is
5 that a profound sense of independence and that the
6 local church, the local congregation should decide
7 their disputes.

8 There's obviously a dispute here. I
9 can -- if we go into testimony, there'll be some
10 ugly things that come out, and it's just as well
11 that they not.

12 I want to give just a little bit -- well,
13 towards the end, we'll just give some thoughts on
14 how we can move forward, because as we see it, there
15 has been no valid congregational meeting. The
16 congregational meeting that the Brendle faction held
17 was -- one, it was illegal because Ms. Brendle
18 was -- served as president; two, there was a failure
19 of notice. We have affidavits that say there was a
20 failure of notice.

21 And for that reason, for those reasons,
22 there's really no duly elected council because
23 there's supposed to have been a council elected. I
24 believe that until a council is appointed, that the
25 Lawfer council is the lawful council and needs to

1 And they also -- I believe it was that
2 date or later, they vacated -- I guess, "vacated" is
3 as good a word as any -- but the removal of Pastor
4 Perkins that was -- that had happened before, they
5 annulled that. They annulled that on June 30th.
6 And so that was -- that's the -- that was the
7 legitimate council. That was the Lawfer council,
8 the real council, the lawful council.

9 Since then, the Brendle faction has held
10 a series of meetings and passed a series of -- of
11 dictates, but they have never had a quorum. They
12 have never had adequate notice, not to a single
13 meeting, and that invalidates them.

14 The question is, where do we go from
15 here? Because the church law -- the church -- I'll
16 wrap up as quickly as I can because I've just been
17 told my 15 minutes have expired.

18 So real quick, the law requires a meeting
19 of the congregation to elect a council. The
20 previous -- the one that was held under the Brendle
21 council was -- did not have notice to everyone and
22 did not have the documents required like to pass a
23 budget and all that, which is the primary -- one of
24 the primary reasons for the congregational meeting.

25 Mrs. -- the Lawfer council cannot hold a

1 THE COURT: Thank you, Mr. Troutt.

2 MR. TROUTT: Thank you.

3 THE COURT: Mr. Troutt, do you identify any
4 limitations on this court's jurisdiction over
5 matters involving Resurrection Lutheran Church?
6 When you suggest that I can apply neutral principles
7 to the law, it seems to me there are many
8 potentially applicable laws here. There's state
9 law, there's Resurrection Lutheran Church bylaws,
10 there are the Lutheran church's own laws and
11 Constitution. Do I have authority over all of those
12 areas without limitation?

13 MR. TROUTT: Without limitation? No, you
14 don't. You have to apply a neutral principle. You
15 take a neutral principle, one of which is derived
16 from basic corporate law. The bylaws prevail. You
17 can make a decision just based on that.

18 You're not taking sides. You're not
19 declaring a faction. You're not -- and I know it's
20 a very uncomfortable position to be in because I
21 don't think the court wants to decide, you know,
22 matters of theology or matters of a -- of a court of
23 who should be pastor and who should not.

24 But there's clear precedent for applying
25 the law when it's violated regardless of the

1 consequences. I mean, I think you have to, as much
2 as possible, put a blindfold on, look at the facts
3 and say, "well, this is where they take me. It's
4 the facts and the law, and this is where they take
5 me."

6 THE COURT: Mr. Geldhof.

7 MR. GELDHOF: well, Your Honor, the
8 invocation, by counsel for Ms. Lawfer, that you can
9 apply neutral principles of law and somehow
10 magically reach a determination is wrong. But even
11 allowing that you gave it a shot, you try, you're
12 put in a position where you are now interpreting the
13 church Constitution.

14 There's another person who's sitting at
15 the table with me who interprets the church
16 Constitution. That's the Bishop of Alaska. He is
17 accountable to the Synod of Alaska.

18 And if you read the Constitution in its
19 entirety, you'll notice things about how you
20 interpret it, which counsel for Ms. Lawfer has
21 conveniently overlooked. It's briefed. I need not
22 hit it too hard.

23 But the Bishop of Alaska, the Lutheran
24 Bishop of Alaska, has taken a very hard look at this
25 situation and came to the conclusion that the

1 election, problematic as Ms. Lawfer's counsel makes
2 it seem, was conducted in a valid way.

3 I'm not going to pretend to say, you
4 know, you should just ignore everything about this
5 and be a go-along, get-along judge. I don't think
6 that's your reason for being, and it would be
7 inappropriate.

8 But let's not kid ourselves. If you
9 schedule a trial, you're going to hear testimony
10 from Bishop Oslovich, and in some ways, more
11 importantly to me at least, Bishop Wickstrom, who is
12 a woman who has steel in her Constitution and was
13 tired of the fooling around and the machinations by
14 Karen Lawfer and other people, and finally said,
15 "You need to be addressing reality and have a
16 congregational meeting and get on with it."

17 You're going to be looking at in
18 December, if you choose -- and I'll be prepared --
19 to go through the horror story that is a
20 contemporary church where people like Brad Perkins
21 are spending it without regard to income coming in
22 and essentially doing what everybody says. You
23 know, he's writing checks on an account that there's
24 insufficient funds.

25 So we can go through that whole litany of