

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into as of July 10, 2023, by and between:

The Korean Presbyterian Church Abroad, a California Non-profit Religious Corporation, (“KPCA”) The Western Presbytery of Korean Presbyterian Church in U.S.A., a California non-profit religious corporation, the Reverend Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong Bang and Alice Jung (collectively for convenience the “KPCA Parties”), on the one hand, and

Young-Nak Presbyterian Church of Los Angeles Corporation, a California non-profit corporation (“YNC”) Eun-Sung Park, Caleb Kim a/k/a/ Dong-Ho Kim, William Hwang, a/k/a Byung-Ho Hwang, Tom Cho, a/k/a Gye-Moon Cho, Richard Kim a/k/a Won-Il Kim, Warren Park a/k/a Ju-Dong Park, Caleb Kang, a/k/a Yong-Chul Kang, David Kwon a/k/a Man Kwon, Ronald Ro, a/k/a In-Woo Ro, Carl Park, a/k/a Hyo-Ryun Park, Daniel Chung, a/k/a Woon-Ju Chung, Won-Joon Cho, Douglas Haw, a/k/a In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and Sung-Han Youn, (collectively for convenience the “YNC Parties”), on the other, and Commonwealth Business Bank, Hanmi Bank and Bank of Hope (the “Bank Parties”), on the other.

The KPCA Parties, the Bank Parties and the YNC Parties are collectively referred to herein as the “Parties”.

The Parties are named in that certain action in the Superior Court of the State of California, County of Los Angeles entitled KPCA v. Eun-Sung Park, et al, Case No.: 22STCV08858, consolidated with Case No. 22STCV29873 (the “Action”).

On April 28, 2023, the court in the Action entered judgment, a copy of which is attached as Exhibit 1 (the “Judgment”).

On May 5, 2023, Notice of Entry of Judgment was filed and served in the Action.

The YNC Parties and Bank Parties have filed costs memoranda, and the YNC Parties have filed motions for attorney’s fees, all of which are pending before the court in the Action.

The KPCA Parties have filed a motion for a new trial, and a notice of appeal, both of which are pending before the court in the Action.

The Parties now seek to resolve all claims whatsoever as between them related to the Action, except as specifically recited in this Agreement.

NOW, WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Judgment is final. All Parties stipulate that the Judgment is final, and the KPCA Parties waive all right to appeal from the Judgment, to move for a new trial, or to file any collateral attack on the Judgment.

2. All motions and proceedings are terminated. The Parties shall immediately notify the court that all motions and other proceedings in the Action are terminated and withdrawn, and shall immediately file appropriate dismissals and withdrawals, including of the motions for attorneys' fees, the costs memoranda, the motion for new trial, and the KPCA Parties' notice of appeal and appeal.

3. Payment by KPCA. The KPCA Parties shall pay the YNC Parties \$15,000 contemporaneously with the full execution of this agreement, and execution and delivery of all dismissals and other documents described in this Agreement, by payment to the Baker & Hostetler LLP client trust account.

4. Rescission of excommunications and discipline. KPCA hereby rescinds the excommunication of and any disciplinary measures taken against the Rev. Eun-Sung Park, Rev. Ahn Yong-Ju, Rev. Youn Sung-Han, and any Elders of Young-Nak Church, and agrees that the foregoing have been dismissed from KPCA in good standing. Nothing in this paragraph shall be construed to bring any Pastor or Elder of Young-Nak Church within the disciplinary power of KPCA or any of its subdivisions, and all Parties agree that Young-Nak Church, its Pastors, and its Elders, are not currently within the KPCA denomination.

5. Young-Nak Church name. The KPCA Parties agree not to use the name "Young-Nak Presbyterian Church" or use the words "Young-Nak" in the title or name of any church within the County of Los Angeles.

6. Releases by all KPCA Parties in Favor of all YNC Parties. Except for the obligations and rights described in this Agreement, all KPCA Parties, on their own behalf, and on behalf of each of their respective heirs, successors, assigns, representatives, attorneys, and any person claiming rights by or through any of them, hereby release and forever discharge all of the YNC Parties, as well as each of their respective past, present and future predecessors, successors, heirs, assigns, shareholders, directors, officers, principals, employees, attorneys, insurers and representatives of and from any and all claims, demands, actions, causes of action, suits at law or equity, debts, sums of money, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses, contracts, torts, agreements, promises or liabilities whatsoever, known, unknown, asserted or unasserted, whether arising under the common law, statute or otherwise, including but not limited to those that were or could have been asserted in the Action.

7. Releases by YNC Parties in Favor of KPCA Parties. Except for the obligations and rights described in this Agreement, all YNC Parties, on their own behalf, and on behalf of each of their respective heirs, successors, assigns, representatives, attorneys, and any person claiming rights by or through any of them, hereby release and forever discharge all KPCA Parties, as well as each of their respective past, present and future predecessors, successors, heirs, assigns, shareholders, directors, officers, principals, employees, attorneys, insurers and representatives of and from any and all claims, demands, actions, causes of action, suits at law or equity, debts, sums of money, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses, contracts, torts, agreements, promises or liabilities whatsoever, known, unknown, asserted or unasserted, whether arising

under the common law, statute or otherwise, including but not limited to those that were or could have been asserted in the Action.

8. Waiver of costs by Bank Parties. The Bank Parties received fair consideration for this agreement, and hereby waive costs as against the KPCA Parties, intending that such a waiver of costs shall have the legal effect as stated in the law, including Ludwig v. Superior Court, 37 Cal. App. 4th 8, 27 (1994).

9. Waiver of costs by KPCA Parties. The KPCA Parties received fair consideration for this agreement, and hereby waive costs as against the Bank Parties, intending that such a waiver of costs shall have the legal effect as stated in the law, including Ludwig v. Superior Court, 37 Cal. App. 4th 8, 27 (1994).

10. Release of Unknown Claims. The KPCA Parties and the YNC Parties understand and acknowledge that there is a risk that subsequent to the execution of the Release they may discover, incur or suffer losses, damages or injuries that are in some way caused by or related to the released claims, but that are unknown or unanticipated, for whatever reason, at the time of the execution of this Release. Further, the KPCA Parties and the YNC Parties understand that there is a risk that loss or damage presently known to some or all of them may be or become, for whatever reason, greater than what they now expect or anticipate. The KPCA Parties and the YNC Parties intend that the releases contained herein shall apply to all unknown and unanticipated damage, loss, costs or expenses in any way arising from or relating to the claims released herein, as well as those known and anticipated, and upon advice of legal counsel, the KPCA Parties and the YNC Parties to this release knowingly, voluntarily, intentionally and expressly waive against the other all rights under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The KPCA Parties and the YNC Parties each hereby expressly waive the provisions of Section 1542 of the Civil Code as it applies to unknown claims, and each acknowledge that they have all been advised by their respective counsel as to the significance of the waivers of Section 1542 hereunder, and that the waivers are made knowingly and voluntarily. This is a general release by the KPCA Parties and the YNC Parties.

11. No Admission of Liability. This Agreement and the negotiations and discussions leading up to this Agreement do not constitute, nor shall they be construed as, an admission of liability by any party. This Agreement is made solely for the purpose of avoiding the burden and expense of further litigation which would be imposed on the Parties if the disputes between them remained unsettled.

12. Governing Law. This Agreement shall be governed by and construed in accordance with California law.

13. Entire Agreement. This Agreement contains the entire agreement and understanding of the Parties concerning the matters set forth herein, including all releases.

14. Construction. This Agreement shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. This is a material term of this Agreement.

15. No Oral Modifications. This Agreement may not be modified orally. All modifications to this Agreement must be in writing and signed by the Parties to be charged.

16. No Assignments. The Parties hereby represent and warrant that there have been no assignments or transfers whatsoever of any of the claims released herein.

17. Effect of Agreement and authority of signatories. This Agreement shall be binding on and shall inure to the benefit of the Parties, their respective heirs, representatives, successors, assigns and beneficiaries. Each person whose signature appears hereon warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the person, persons or entity on whose behalf this Agreement is executed.

18. Counterparts and electronic signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures (e.g., DocuSign, Adobe Sign or others) on this Agreement shall be as valid as physical signatures.

19. Advice of Counsel. Each party to this Agreement has had the opportunity to discuss the matter with legal counsel, and enters into this Agreement only after such consultation.

20. Attorney Fees and Costs. The Parties shall each bear their own fees and costs in the Action. However, should a party bring an action to either interpret or enforce this Agreement, or to defend or prosecute any claim arising from this Agreement, or a motion under Civ. Proc. Code Section 664.6 to enforce the settlement, the prevailing party to said action as determined by the trier of fact shall be entitled to that party's attorneys' fees and cost incurred therein.

21. KPCA letter. KPCA, only, has signed and delivered the letter attached as exhibit 2 to the YNC Parties.

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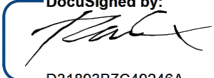
///

IN WITNESS WHEREOF, each Party has agreed to and executed the Agreement.

<p>THE KOREAN PRESBYTERIAN CHURCH ABROAD</p> <p>DocuSigned by: <i>Myung Sung Suh</i></p> <p><small>7532D5F93C6E47A...</small></p> <p>By: Myung Sung Suh Its: Moderator</p> <p>Date: 7/11/2023</p>	<p>YOUNG-NAK PRESBYTERIAN CHURCH OF LOS ANGELES CORPORATION</p> <p>By: _____ Its: _____</p> <p>Date: _____</p>
<p>THE WESTERN PRESBYTERY OF KOREAN PRESBYTERIAN CHURCH IN U.S.A.</p> <p>DocuSigned by: <i>Song Kyu Pak</i></p> <p><small>34F2FACAF4C14C5...</small></p> <p>By: Song Kyu Pak Its: Moderator</p> <p>Date: 7/10/2023</p>	
<p>DocuSigned by: <i>Jin Woong Kang</i></p> <p><small>C37334B3A01403...</small></p> <p>THE REV. JINWOONG KANG</p> <p>Date: 7/10/2023</p>	<p>DocuSigned by: <i>Jee Tae Kim</i></p> <p><small>B022E0039E11479...</small></p> <p>JEE TAE KIM</p> <p>Date: 7/11/2023</p>
<p>DocuSigned by: <i>Mijeon Kim</i></p> <p><small>A6DA30C003E2426...</small></p> <p>MIJEON KIM</p> <p>Date: 7/10/2023</p>	<p>DocuSigned by: <i>Deok Yong Bang</i></p> <p><small>98506BDBD20A427...</small></p> <p>DEOK YONG BANG</p> <p>Date: 7/11/2023</p>
<p><i>Alice Jung</i></p> <p>ALICE JUNG</p> <p>Date: 7/11/2023</p>	

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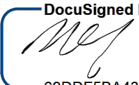
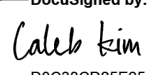
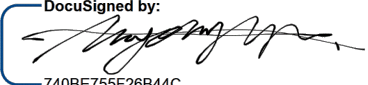

IN WITNESS WHEREOF, each Party has agreed to and executed the Agreement.

<p>THE KOREAN PRESBYTERIAN CHURCH ABROAD</p> <hr/> <p>By: _____ Its: _____ Date: _____</p>	<p>YOUNG-NAK PRESBYTERIAN CHURCH OF LOS ANGELES CORPORATION</p> <p><small>DocuSigned by:</small>  <small>D31893B7C49246A</small></p> <hr/> <p>By: Eun-Sung Park Its: senior Pastor Date: 7/10/2023 7:43 오후 PDT</p>
<p>THE WESTERN PRESBYTERY OF KOREAN PRESBYTERIAN CHURCH IN U.S.A.</p> <hr/> <p>By: _____ Its: _____ Date: _____</p>	
<hr/> <p>THE REV. JINWOONG KANG</p> <p>Date: _____</p>	<hr/> <p>JEE TAE KIM</p> <p>Date: _____</p>
<hr/> <p>MIJEON KIM</p> <p>Date: _____</p>	<hr/> <p>DEOK YONG BANG</p> <p>Date: _____</p>
<hr/> <p>ALICE JUNG</p> <p>Date: _____</p>	




<p>DocuSigned by:  <small>D31893B7C49246A...</small> THE REV. EUN-SUNG PARK Date: <u>7/10/2023 7:43 오후 PDT</u></p>	<p>DocuSigned by:  <small>D2D6DBA491814B4</small> WILLIAM HWANG, a/k/a/BYUNG-HO HWANG Date: <u>7/10/2023 8:49 PM PDT</u></p>
<p>DocuSigned by:  <small>B842CEE7A84C4AB...</small> TOM CHO, a/k/a GYE-MOON CHO Date: <u>7/10/2023 6:16 PM PDT</u></p>	<p>DocuSigned by:  <small>571E53B6D92B4FC...</small> RICHARD KIM a/k/a WON-IL KIM Date: <u>7/10/2023 5:59 PM PDT</u></p>
<p>DocuSigned by:  <small>9C533C872401491</small> WARREN PARK a/k/a JU-DONG PARK Date: <u>7/10/2023 11:35 PM EDT</u></p>	<p>DocuSigned by:  <small>30734F154F0244B...</small> CALEB KANG, a/k/a YONG-CHUL KANG Date: <u>7/10/2023 8:19 PM PDT</u></p>
<p>DocuSigned by:  <small>C270E79D1566467...</small> DAVID KWON a/k/a MAN KWON Date: <u>7/10/2023 11:24 PM EDT</u></p>	<p>DocuSigned by:  <small>AD25E69C97A149E</small> RONALD RO, a/k/a IN-WOO RO Date: <u>7/10/2023 10:01 PM EDT</u></p>
<p>DocuSigned by:  <small>D85418908EE14C8...</small> CARL PARK, a/k/a HYO-RYUN PARK Date: <u>7/10/2023 6:02 PM PDT</u></p>	<p>DocuSigned by:  <small>1ECBEF5A2FD2438...</small> DANIEL CHUNG, a/k/a WOON-JU CHUNG Date: <u>7/10/2023 8:21 PM PDT</u></p>
<p>DocuSigned by:  <small>878EF7CFB199457</small> WON-JOON CHO Date: <u>7/10/2023 8:44 PM PDT</u></p>	<p>DocuSigned by:  <small>233BC6302923412</small> DOUGLAS HAW, a/k/a IN-HWAN HAW Date: <u>7/10/2023 11:37 PM EDT</u></p>



<p>DocuSigned by:  <small>69DDE5BA43A0434</small> YOUNG-DAE KIM Date: <u>7/10/2023 6:16 PM PDT</u></p>	<p>DocuSigned by:  <small>D0C38CD25E254DC</small> CALEB KIM a/k/a/ DONG-HO KIM Date: <u>7/10/2023 11:02 PM EDT</u></p>
<p>DocuSigned by:  <small>740BE755F26B44C</small> YONG-JU AHN Date: <u>7/10/2023 7:54 PM PDT</u></p>	<p>DocuSigned by:  <small>799437BD285F437</small> SUNG-HAN YOUN Date: <u>7/10/2023 8:46 오후 PDT</u></p>
<p>HANMI BANK By: _____ Its: _____ Date: _____</p>	<p>COMMONWEALTH BUSINESS BANK By: _____ Its: _____ Date: _____</p>
<p>BANK OF HOPE By: _____ Its: _____ Date: _____</p>	



<p>_____ YOUNG-DAE KIM Date: _____</p>	<p>_____ CALEB KIM a/k/a/ DONG-HO KIM Date: _____</p>
<p>_____ YONG-JU AHN Date: _____</p>	<p>_____ SUNG-HAN YOUN Date: _____</p>
<p>HANMI BANK  _____ By: Vivian Kim Its: General Counsel Date: 7/11/2023</p>	<p>COMMONWEALTH BUSINESS BANK _____ By: Its: Date: _____</p>
<p>BANK OF HOPE _____ By: Its: Date: _____</p>	




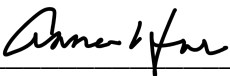
<p>_____ YOUNG-DAE KIM Date: _____</p>	<p>_____ CALEB KIM a/k/a/ DONG-HO KIM Date: _____</p>
<p>_____ YONG-JU AHN Date: _____</p>	<p>_____ SUNG-HAN YOUN Date: _____</p>
<p>HANMI BANK _____ By: Its: Date: _____</p>	<p>COMMONWEALTH BUSINESS BANK  _____ By: Douglas Goddard Its: EVP & Chief Financial Officer Date: <u>7/12/23</u></p>
<p>BANK OF HOPE  _____ By: Anna Hur Its: SVP & Associate General Counsel Date: <u>7/11/2023</u></p>	



EXHIBIT 1

1 LURIE, ZEPEDA, SCHMALZ, HOGAN & MARTIN
ANDREW W. ZEPEDA, State Bar No. 106509
2 azepeda@lurie-zepeda.com
ELIZABETH L. TRAN, State Bar No. 331255
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8 Detroit, Michigan 48226
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9

Attorneys for the Individual Defendants
10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**
13

14 The Korean Presbyterian Church Abroad, a
California Non-profit Religious Corporation,
15

Plaintiff,
16

v.
17

Eun-Sung Park, an individual, *et al.*,
18

Defendants.
19

20 Young-Nak Presbyterian Church of Los Angeles
Corporation, a California non-profit religious
21 corporation,
22

Plaintiff,
23

v.
24

The Korean Presbyterian Church Abroad, a
California non-profit religious corporation, *et al.*,
25

Defendants.
26
27
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Case No.: 22STCV08858
(Consolidated with Case No. 22STCV29873)

NOTICE OF ENTRY OF JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that Judgment was entered by the Court on April 28, 2023. A true
3 and correct copy of the signed and entered Judgment is attached hereto as Exhibit A.

4

5 Dated: May 5, 2023

LURIE, ZEPEDA, SCHMALZ, HOGAN & MARTIN
ANDREW W. ZEPEDA
ELIZABETH TRAN

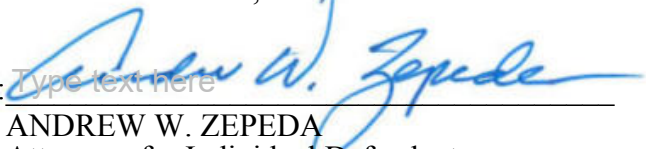
6

7

DALTON & TOMICH
DANIEL P. DALTON, *Admitted Pro Hac Vice*

8

9

By: 
ANDREW W. ZEPEDA
Attorneys for Individual Defendants

10

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EXHIBIT A

Dept 14

FILED
Superior Court of California
County of Los Angeles

APR 28 2023

David W. Stayton, Executive Officer/Clerk of Court
By: M. Ventura, Deputy

23LA 00625941

1 Daniel F. Lula, State Bar No. 227295
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4 Fax: (714) 754-6611
Attorneys for Defendant and Plaintiff Young-Nak
5 Presbyterian Church of Los Angeles Corporation

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8 Newport Beach, CA 92660
Tel: (949) 263-6777
9 Attorneys for Plaintiff The Korean Presbyterian
Church Abroad, and Defendants The Korean
10 Presbyterian Church Abroad, The Western Presbytery
of Korean Presbyterian Church in U.S.A., Rev.
11 Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong
Bang, and Alice Jung

RECEIVED
APR 28 2023
DEPT. 14

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The Korean Presbyterian Church Abroad, a
California Non-profit Religious Corporation,

Plaintiff,

v.

Eun-Sung Park, an individual, et al.,

Defendants.

Case No.: 22STCV08858
(Related Case No.: 22STCV29873)

Assigned for All Purposes to:
The Hon. Terry A. Green, Dept. 14

**STIPULATION AND [PROPOSED]
JUDGMENT**

Date Action Filed: March 11, 2022
Trial Date: November 13, 2023

Young-Nak Presbyterian Church of Los
Angeles Corporation, a California non-profit
religious corporation,

Plaintiff,

v.

The Korean Presbyterian Church Abroad, a
California non-profit religious corporation, et
al.,

Defendants.

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

1 ADDITIONAL COUNSEL

2
3 Andrew W. Zepeda, State Bar No. 106509
4 azepeda@lurie-zepeda.com
5 Elizabeth Tran, State Bar No. 331255
6 etran@lurie-zepeda.com
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12 Fax: (310) 274-2798
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14 *a/k/a/ Dong-Ho Kim, William Hwang a/k/a Byung-Ho*
15 *Hwang, Tom Cho a/k/a Gye-Moon Cho, Richard Kim*
16 *a/k/a Wor-Il Kim, Warren Park a/k/a Ju-Dong Park,*
17 *Caleb Kang a/k/a Yong-Chul Kang, David Kwon*
18 *a/k/a Mar. Kwon, Ronald Re a/k/a In-Woo Re, Carl*
19 *Park a/k/a Hyo-Ryun Park, Daniel Chung a/k/a*
20 *Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a*
21 *In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and*
22 *Sung-Har Youn*

23 Daniel P. Dalton, admitted *pro hac vice*
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25 **DALTON & TOMICH**
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28 Tel: (313) 859-6000
29 *Attorneys for Defendants: Eun-Sung Park, Caleb Kim*
30 *a/k/a/ Dong-Ho Kim, William Hwang a/k/a Byung-Ho*
31 *Hwang, Tom Cho a/k/a Gye-Moon Cho, Richard Kim*
32 *a/k/a Wor-Il Kim, Warren Park a/k/a Ju-Dong Park,*
33 *Caleb Kang a/k/a Yong-Chul Kang, David Kwon*
34 *a/k/a Mar. Kwon, Ronald Re a/k/a In-Woo Re, Carl*
35 *Park a/k/a Hyo-Ryun Park, Daniel Chung a/k/a*
36 *Woon-Ju Chung, Won-Joon Cho, Douglas Ha, a/k/a*
37 *In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and*
38 *Sung-Har Youn*

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40 SOgle@aalrr.com
41 David Sarfati, State Bar No. 323896
42 David.Sarfati@aalrr.com
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44 **APLC**
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46 Irvine, CA 92618-3371
47 Telephone: (949) 453-4260
48 Fax: (949) 453-4262
49 *Attorneys for Defendants: Hanmi Bank,*
50 *Bank of Hope, and Commonwealth Business Bank*

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

1 STIPULATION

2 **WHEREAS**, on July 12, 2022, plaintiff The Korean Presbyterian Church Abroad
3 (hereinafter, "KPCA") filed a First Amended Complaint against defendants Eun-Sung Park,
4 Caleb Kim a/k/a Dong-Ho Kim, William Hwang a/k/a Byung-Ho Hwang, Tom Cho a/k/a Gye-
5 Moon Cho, Richard Kim a/k/a Won-Il Kim, Warren Park a/s/a Ju-Dong Park, Caleb Kang a/k/a
6 Yong-Chul Kang, David Kwon a/k/a Man Kwon, Ronald Ro a/k/a In-Woo Ro, Carl Park a/k/a
7 Hyo-Ryun Park, Daniel Chung a/k/a Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a In-
8 Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, Sung-Han Youn, Hanmi Bank, Bank of Hope, and
9 Commonwealth Business Bank in Case No. 22STCV03858; and

10 **WHEREAS**, on September 13, 2022, plaintiff Young-Nak Presbyterian Church of Los
11 Angeles Corporation (hereinafter, "Young-Nak Church") filed a Complaint against defendants
12 The Korean Presbyterian Church Abroad, The Western Presbytery of Korean Presbyterian
13 Church in U.S.A., Rev. Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong Bang, and Alice
14 Jung in Case No. 22STCV29873 ("Young-Nak Church's Complaint"); and

15 **WHEREAS**, on October 17, 2022, KPCA filed an Amendment to Complaint in Case No.
16 22STCV08858 substituting Young-Nak Church for defendant Doe 1; and

17 **WHEREAS**, on November 7, 2022, the Court issued an order consolidating Case No.
18 22STCV29873 with Case No. 22STCV08858; and

19 **WHEREAS**, on December 2, 2022, the Court entered its order sustaining demurrers, with
20 prejudice, to the second, third and fourth causes of action of Young-Nak Church's Complaint;
21 and

22 **WHEREAS**, on January 20, 2023, KPCA, The Western Presbytery of Korean
23 Presbyterian Church in U.S.A., Rev. Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong
24 Bang, and Alice Jung (collectively, the "KPCA Parties") filed a motion for summary judgment
25 directed both to KPCA's First Amended Complaint in Case No. 22STCV08858 and Young-Nak
26 Church's Complaint in Case No. 22STCV29873; and

1 **WHEREAS**, on January 20, 2023, defendants Eun-Sung Park, Caleb Kim a/k/a/ Dong-Ho
2 Kim, William Hwang a/k/a Byung-Ho Hwang, Tom Cho a/k/a Gye-Moon Cho, Richard Kim
3 a/k/a Won-Il Kim, Warren Park a/k/a Ju-Dong Park, Caleb Kang a/k/a Yong-Chul Kang, David
4 Kwon a/k/a Man Kwon, Ronald Ro a/k/a In-Woo Ro, Carl Park a/k/a Hyo-Ryun Park, Daniel
5 Chung a/k/a Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a In-Hwan Haw, Young-Dae
6 Kim, Yong-Ju Ahn, and Sung-Han Youn (collectively, the “Individual Defendants”) filed a
7 motion for summary judgment directed to KPCA’s First Amended Complaint in Case No.
8 22STCV08858; and

9 **WHEREAS**, neither Young-Nak Church, nor defendants Hanmi Bank, Bank of Hope, or
10 Commonwealth Business Bank (collectively, the “Banks”), filed any motions for summary
11 judgment, but they timely opposed the KPCA Parties’ motion for summary judgment; and

12 **WHEREAS**, the Court heard oral argument on the KPCA Parties’ and the Individual
13 Defendants’ respective motions for summary judgment on March 20, 2023; and

14 **WHEREAS**, on March 20, 2023, the Court issued a written order denying the KPCA
15 Parties’ motion for summary judgment and granting the Individual Defendants’ motion for
16 summary judgment (hereinafter, the “Order”); and

17 **WHEREAS**, the Order correctly noted that “[t]he remaining active pleadings are (1)
18 Plaintiff [KPCA’s] complaint as asserted against Defendant[s] [Young-Nak Church] and Banks;
19 and (2) Defendant [Young-Nak Church’s] consolidated complaint against the [KPCA Parties]”;
20 and

21 **WHEREAS**, absent this Stipulation, it is the intent of Young-Nak Church and the Banks
22 to file a motion for judgment on the pleadings in their favor on both KPCA’s First Amended
23 Complaint and Young-Nak Church’s Complaint, based on the Court’s findings and rulings in the
24 Order; and

25 **WHEREAS**, the parties agree that the Order makes it substantially certain that the Court
26 would reach the same conclusion when presented with a similar factual record in ruling on the
27 motion for judgment on the pleadings that will be brought by Young-Nak Church or the Banks;
28 and

1 **WHEREAS**, in the interests of judicial economy, the parties wish to avoid the expense
2 and delay of this further motion practice, and wish to see in this consolidated case a single
3 judgment entered that disposes of all claims in all complaints as to all parties; and

4 **WHEREAS**, the KPCA Parties expressly reserve all rights, including without limitation
5 the right to argue that the Order was wrongly decided, and Young-Nak Church, the Individual
6 Defendants, and the Banks expressly reserve all rights they have, including without limitation to
7 dispute certain factual recitations and aspects of the Order that they believe to be inaccurate, and
8 all parties to this Stipulation agree that the fact of agreement to this Stipulation shall not be
9 construed as a waiver by any of the parties as to their rights except as to the propriety of entry of a
10 single judgment herein; and

11 **WHEREAS**, all parties expressly reserve all their respective rights,

12 **NOW, THEREFORE, IT IS STIPULATED THAT:**

13 1. The findings and rulings in the Order shall apply to the non-moving parties
14 Young-Nak Church and the Banks, as well as to “the remaining active pleadings” described in the
15 Order – namely, KPCA’s First Amended Complaint against defendants Young-Nak Church and
16 the Banks, and Young-Nak Church’s Complaint against the KPCA Parties.


17 2. For the reasons stated in the Order, judgment should be entered in favor of Young-
18 Nak Church and the Banks and against KPCA on the First Amended Complaint in Case No.
19 22STCV08858, and judgment should be entered in favor of Young-Nak Church and against the
20 KPCA Parties on the Complaint in Case No. Case No. 22STCV29873, in the form attached
21 (hereinafter, the “Judgment”).

22 3. The KPCA Parties reserve and retain all rights and arguments with respect to the
23 Order and the Judgment, including the right to appeal the Judgment and to argue that the Order
24 was wrongly decided, except that the KPCA Parties may not challenge the propriety of the Court
25 entering a single Judgment herein.

26 4. Young-Nak Church, the Individual Defendants, and the Banks reserve and retain
27 all rights and arguments with respect to the Order, including the right to dispute certain factual
28 recitations and aspects of the Order that they believe to be inaccurate.

1 5. The parties to this Stipulation hereby jointly request that the Court enter the
2 Judgment in the form attached as soon as possible.

3 IT IS SO STIPULATED.

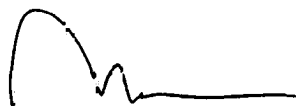
<p>4 YOUNG-NAK PRESBYTERIAN CHURCH 5 OF LOS ANGELES CORPORATION</p> <p>6</p> <p>7</p> <p>8 </p> <p>9</p> <hr/> <p>10 Daniel F. Lula 11 BAKER & HOSTETLER LLP</p> <p>12 Date: <u>4/27/2023</u></p>	<p> THE KOREAN PRESBYTERIAN CHURCH ABROAD, THE WESTERN PRESBYTERY OF KCREAN PRESBYTERIAN CHURCH IN U.S.A., REV. JINWOONG KANG, JEE TAE KIM, MIJEON KIM, DEOK YONG BANG, AND ALICE JUNG</p> <hr/> <p> George S. Burns BURNS & MOSS</p> <p> Date: _____</p>
<p>13 EUN-SUNG PARK, CALEB KIM A/K/A 14 DONG-HO KIM, WILLIAM HWANG 15 A/K/A BYUNG-HO HWANG, TOM CHO 16 A/K/A GYE-MOON CHO, RICHARD KIM 17 A/K/A WON-IL KIM, WARREN PARK 18 A/K/A JU-DONG PARK, CALEB KANG 19 A/K/A YONG-CHUL KANG, DAVID 20 KWON A/K/A MAN KWON, RONALD RO 21 A/K/A IN-WOO RO, CARL PARK A/K/A 22 HYO-RYUN PARK, DANIEL CHUNG 23 A/K/A WOON-JU CHUNG, WON JOON 24 CHO, DOUGLAS HAW A/K/A IN-HWAN 25 HAW, YOUNG-DAE KIM, YONG-JU AHN, 26 AND SUNG-HAN YOUN</p> <hr/> <p>27 Daniel Dalton 28 DALTON & TOMICH</p> <p> Date: _____</p>	<p> HANMI BANK; BANK OF HOPE; COMMONWEALTH BUSINESS BANK</p> <hr/> <p> Shawn M. Ogle ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APLC</p> <p> Date: _____</p>

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

1 5. The parties to this Stipulation hereby jointly request that the Court enter the
2 Judgment in the form attached as soon as possible.

3 IT IS SO STIPULATED.

<p>4 YOUNG-NAK PRESEBYTERIAN CHURCH 5 OF LOS ANGELES CORPORATION</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <hr/> <p>10 Daniel F. Lula 11 BAKER & HOSTETLER LLP</p> <p>12 Date: _____</p>	<p>THE KOREAN PRESBYTERIAN CHURCH ABROAD, THE WESTERN PRESBYTERY OF KCREAN PRESBYTERIAN CHURCH IN U.S.A., REV. JINWOONG KANG, JEE TAE KIM, MIJEON KIM, DEOK YONG BANG, AND ALICE JUNG</p> <p>13</p>  <hr/> <p>George S Burns BURNS & MOSS</p> <p>14 Date: <u>4/27/23</u></p>
<p>15 EUN-SUNG PARK, CALEB KIM A/K/A 16 DONG-HO KIM, WILLIAM HWANG 17 A/K/A EYUNG-HO HWANG, TOM CHO 18 A/K/A GYE-MOON CHO, RICHARD KIM 19 A/K/A WON-IL KIM, WARREN PARK 20 A/K/A JJ-DONG PARK, CALEB KANG 21 A/K/A YONG-CHUL KANG, DAVID 22 KWON A/K/A MAN KWON, RONALD RO 23 A/K/A IN-WOO RO, CARL PARK A/K/A 24 HYO-RYUN PARK, DANIEL CHUNG 25 A/K/A WOON-JU CHUNG, WON JOON 26 CHO, DOUGLAS HAW A/K/A IN-HWAN 27 HAW, YOUNG-DAE KIM, YONG-JU AHN, 28 AND SUNG-HAN YOUN</p> <hr/> <p>Daniel Dalton DALTON & TOMICH</p> <p>Date: _____</p>	<p>HANMI BANK; BANK OF HOPE; COMMONWEALTH BUSINESS BANK</p> <hr/> <p>Shawn M. Ogle ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APLC</p> <p>Date: _____</p>

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

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5. The parties to this Stipulation hereby jointly request that the Court enter the Judgment in the form attached as soon as possible.

IT IS SO STIPULATED.

YOUNG-NAK PRESBYTERIAN CHURCH OF LOS ANGELES CORPORATION

Daniel F. Lula
BAKER & HOSTETLER LLP


Date: _____

THE KOREAN PRESBYTERIAN CHURCH AERQAD, THE WESTERN PRESBYTERY OF KOREAN PRESBYTERIAN CHURCH IN U.S.A., REV. JINWOONG KANG, JEE TAE KIM, MIJEON KIM, DEOK YONG BANG, AND ALICE JUNG

George S. Burns
BURNS & MOSS

Date: _____

EUN-SUNG PARK, CALEB KIM A/K/A DONG-HO KIM, WILLIAM HWANG A/K/A BYUNG-HO HWANG, TOM CHO A/K/A GYE-MOON CHO, RICHARD KIM A/K/A WON-IL KIM, WARREN PARK A/K/A JU-DONG PARK, CALEB KANG A/K/A YONG-CHUL KANG, DAVID KWON A/K/A MAN KWON, RONALD RO A/K/A IN-WOO RO, CARL PARK A/K/A HYO-RYUN PARK, DANIEL CHUNG A/K/A WOON-JU CHUNG, WON JOON CHO, DOUGLAS HAW A/K/A IN-HWAN HAW, YOUNG-DAE KIM, YONG-JU AHN, AND SUNG-HAN YOUN


Daniel Dakon
DALTON & TOMICH

Date: 01/27/23

HANMI BANK; BANK OF HOPE; COMMONWEALTH BUSINESS BANK

Shawn M. Ogle
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APLC

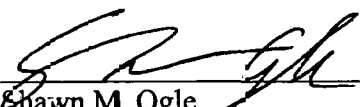
Date: _____

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

1 5. The parties to this Stipulation hereby jointly request that the Court enter the
2 Judgment in the form attached as soon as possible.

3 IT IS SO STIPULATED.

<p>4 YOUNG-NAK PRESBYTERIAN CHURCH 5 OF LOS ANGELES CORPORATION</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <hr/> <p>10 Daniel F. Lula 11 BAKER & HOSTETLER LLP</p> <p>12 Date: _____</p>	<p>13 THE KOREAN PRESBYTERIAN CHURCH 14 ABRCAD, THE WESTERN PRESBYTERY 15 OF KOREAN PRESBYTERIAN CHURCH 16 IN U.S.A., REV. JINWOONG KANG, JEE 17 TAE KIM, MIJEON KIM, DEOK YONG 18 BANG, AND ALICE JUNG</p> <hr/> <p>19 George S. Burns 20 BURNS & MOSS</p> <p>21 Date: _____</p>
<p>22 EUN-SUNG PARK, CALEB KIM A/K/A 23 DONG-HO KIM, WILLIAM HWANG 24 A/K/A BYUNG-HO HWANG, TOM CHO 25 A/K/A GYE-MOON CHO, RICHARD KIM 26 A/K/A WON-IL KIM, WARREN PARK 27 A/K/A JU-DONG PARK, CALEB KANG 28 A/K/A YONG-CHUL KANG, DAVID 29 KWON A/K/A MAN KWON, RONALD RO 30 A/K/A IN-WOO RO, CARL PARK A/K/A 31 HYO-RYUN PARK, DANIEL CHUNG 32 A/K/A WOON-JU CHUNG, WON JOON 33 CHO, DOUGLAS HAW A/K/A IN-HWAN 34 HAW, YOUNG-DAE KIM, YONG-JU AHN, 35 AND SUNG-HAN YOUN</p> <hr/> <p>36 Daniel Dalton 37 DALTON & TOMICH</p> <p>38 Date: _____</p>	<p>39 HANMI BANK; BANK OF HOPE; 40 COMMONWEALTH BUSINESS BANK</p> <hr/> <p>41  42 Shawn M. Ogle 43 ATKINSON, ANDELSON, LOYA, RUUD & 44 ROMO, APLC</p> <p>45 Date: <u>April 27, 2023</u></p>

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13 *Church Abroad, and Defendants The Korean*
14 *Presbyterian Church Abroad, The Western Presbytery*
15 *of Korean Presbyterian Church in U.S.A., Rev.*
16 *Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong*
17 *Bang, and Alice Jung*

18 [Additional counsel on next page]

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF LOS ANGELES**

21 The Korean Presbyterian Church Abroad, a
22 California Non-profit Religious Corporation,

23 Plaintiff,

24 v.

25 Eun-Sung Park, an individual, *et al.*,

26 Defendants.

21 Young-Nak Presbyterian Church of Los
22 Angeles Corporation, a California non-profit
23 religious corporation,

24 Plaintiff,

25 v.

26 The Korean Presbyterian Church Abroad, a
27 California non-profit religious corporation, *et*
28 *al.*,

Defendants.

Case No. 22STCV08858
(Related Case No.: 22STCV29873)

Assigned for All Purposes to:
The Hon. Terry A. Green, Dept. 14

[PROPOSEE] JUDGMENT

Date Action Filed: March 11, 2022
Trial Date: November 13, 2023

ADDITIONAL COUNSEL

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a/k/a Won-Il Kim, Warren Park a/k/a Ju-Dong Park,
Caleb Kang a/k/a Yong-Chul Kang, David Kwon
a/k/a Man Kwon, Ronald Ro a/k/a In-Woo Ro, Carl
Park a/k/a Hyo-Ryun Park, Daniel Chung a/k/a
Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a
In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and
Sung-Han Youn*

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a/k/a Won-Il Kim, Warren Park a/k/a Ju-Dong Park,
Caleb Kang a/k/a Yong-Chul Kang, David Kwon
a/k/a Man Kwon, Ronald Ro a/k/a In-Woo Ro, Carl
Park a/k/a Hyo-Ryun Park, Daniel Chung a/k/a
Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a
In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and
Sung-Han Youn*

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*Attorneys for Defendants Hanmi Bank,
Bank of Hope, and Commonwealth Business Bank*

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2022

1 [PROPOSED] JUDGMENT

2 Pursuant to the Stipulation of all parties to this action dated April 27, 2023 and for
3 the reasons stated in this Court's order dated March 20, 2023 (the "Order"), a copy of which is
4 attached as Attachment "A" and incorporated into this Judgment by reference, IT IS HEREBY
5 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

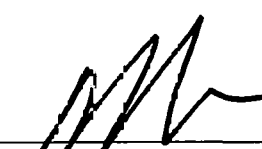
6 1. Judgment is hereby entered IN FAVOR OF defendants Eun-Sung Park, Caleb Kim
7 a/k/a/ Dong-Ho Kim, William Hwang a/k/a Byung-Ho Hwang, Tom Cho a/k/a Gye-Moon Cho,
8 Richard Kim a/k/a Wcn-Il Kim, Warren Park a/k/a Ju-Dong Park, Caleb Kang, a/k/a Yong-Chul
9 Kang, David Kwon a/k/a Man Kwon, Ronald Ro a/k/a In-Woo Ro, Carl Park a/k/a Hyo-Ryun
10 Park, Daniel Chung a/k/a Woon-Ju Chung, Won-Joon Cho, Douglas Haw a/k/a In-Hwan Haw,
11 Young-Dae Kim, Yong-Ju Ahn, and Sung-Han Youn (collectively, the "Individual Defendants"),
12 Young-Nak Presbyterian Church of Los Angeles Corporation ("Young-Nak Church"), Hanmi
13 Bank, Bank of Hope, and Commonwealth Business Bank (collectively, the "Banks"), and
14 AGAINST plaintiff The Korean Presbyterian Church Abroad, on the First Amended Complaint
15 for declaratory relief filed on July 12, 2022 in Case No. 22STCV08858; and

16 2. Judgment is hereby entered IN FAVOR OF plaintiff Young-Nak Presbyterian
17 Church of Los Angeles Corporation and AGAINST defendants The Korean Presbyterian Church
18 Abroad, The Western Presbytery of Korean Presbyterian Church in U.S.A., Rev. Jinwoong Kang,
19 Jee Tae Kim, Mijeon Kim, Deok Yong Bang, and Alice Jung (collectively, the "KPCA Parties")
20 on the single remaining cause of action for declaratory relief in the Complaint filed on September
21 13, 2022 in Case No. 22STCV29873.

22 3. Costs shall be awarded to the Individual Defendants, Young-Nak Church, and the
23 Banks as prevailing parties, and against the KPCA Parties jointly and severally, pursuant to
24 memoranda of costs to be filed by said prevailing parties.

25 IT IS SO ORDERED.

26
27 Date: 4/28/23

28 
Terry A. Greer
Judge of the Superior Court

05/05/2023

ATTACHMENT "A"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 14

22STCV08858

March 20, 2023

**THE KOREAN PRESBYTERIAN CHURCH ABROAD, A
CALIFORNIA NON-PROFIT RELIGIOUS CORPORATION
vs EUN-SUNG PARK, et al.**

8:30 AM

Judge: Honorable Terry Green
Judicial Assistant: E. Lopez
Courtroom Assistant: A. Flores

CSR: Tracy Dyrness, CSR #12323
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): George S. Burns

For Defendant(s): Daniel Dalton; Daniel Friedman Lula & Shaia Araghi; Andrew William Zepeda By Elizabeth Tran

NATURE OF PROCEEDINGS: Hearing on Motion for Summary Judgment CRS # 0142;
Hearing on Motion for Summary Judgment CRS # 4395

Pursuant to Government Code sections 68086, 70044, California Rules of Court, rule 2.956, and the stipulation of appearing parties, Tracy Dyrness, CSR #12323, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

Matter is called for hearing.

Due to technical difficulties with CourtConnect, attorneys Yong Bom, Andrew Zepeda and Shawn Ogle were not able to participate in the hearing.

Court after reading and considering all moving party papers and oral arguments, makes the following ruling:

The Motion for Summary Judgment filed by Jee Tae Kim, Alice Jung, The Reverend Jinwoong Kang, Deok Yong Bang, Mijeon Kim, The Western Presbytery of Korean Presbyterian Church in U.S.A., a California non-profit religious corporation on 01/20/2023 is Denied.

The Motion for Summary Judgment filed by Sung-Han Youn, David Kwon, Douglas Haw, Yong-Ju Ahn, Caleb Kang, Won-Joon Cho, Richard Kim, Eun-Sung Park, Carl Park, Young-Dae Kim, Ronald Ro, Daniel Chung, Caleb Kim, William Hwang, Warren Park on 01/20/2023 is Granted.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 14

22STCV08858

March 20, 2023

**THE KOREAN PRESBYTERIAN CHURCH ABROAD, A
CALIFORNIA NON-PROFIT RELIGIOUS CORPORATION
vs EUN-SUNG PARK, et al.**

8:30 AM

Judge: Honorable Terry Green
Judicial Assistant: E. Lopez
Courtroom Assistant: A. Flores

CSR: Tracy Dyrness, CSR #12323
ERM: None
Deputy Sheriff: None

The Individual Defendants are instructed to submit a proposed judgment within 10 days.

Order is signed, filed and incorporated herein by reference.

Clerk to give notice.

Certificate of Mailing is attached.

MAR 20 2023

COURT ORDER

David W. Stapp, Executive Officer, Clerk of Court

The Korean Presbyterian Church Abroad v. Park, et al.
22 STCV 08858 [C/W Case No. 22 STCV 29873]

TYPE OF MOTION: (1)-(2): Motion for Summary Judgment.

MOVING PARTY: (1): Plaintiff, The Korean Presbyterian Church Abroad, along with Defendants The Western Presbytery of Korean Presbyterian Church in U.S.A., Jinwoong Kang, Jee Tae Kim, Mijeon Kim, Deok Yong Bang, and Alice Jung;
(2): Defendants, Eun-Suk Park, Caleb Kim aka Dong-Ho Kim, William Hwang aka Byung-Ho Hwang, Tom Cho aka Gye-Moon Cho, Richard Kim aka Won-Il Kim, Warren Park aka Ju-Dong Park, Caleb Kang aka Yong-Chul Kang, David Kwon aka Man Kwon, Ronald Ro aka In-Woo Ro, Carl Park aka Hyo-Ryun Park, Daniel Chung aka Woon-Ju Chung, Won Joon Cho, Douglas Haw aka In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and Sung-Han Youn.

RESPONDING PARTY: (1): Defendants, Eun-Suk Park, Caleb Kim aka Dong-Ho Kim, William Hwang aka Byung-Ho Hwang, Tom Cho aka Gye-Moon Cho, Richard Kim aka Won-Il Kim, Warren Park aka Ju-Dong Park, Caleb Kang aka Yong-Chul Kang, David Kwon aka Man Kwon, Ronald Ro aka In-Woo Ro, Carl Park aka Hyo-Ryun Park, Daniel Chung aka Woon-Ju Chung, Won Joon Cho, Douglas Haw aka In-Hwan Haw, Young-Dae Kim, Yong-Ju Ahn, and Sung-Han Youn, along with Defendant Young-Nak Presbyterian Church of Los Angeles Corporation and Defendants Hanmi Bank, Bank of Hope, and Commonwealth Business Bank;
(2): Plaintiff, The Korean Presbyterian Church Abroad.

HEARING DATE: Monday, March 20, 2023

Case No. 22 STCV 08858

Plaintiff is a denominational organization. Defendants are members and/or pastors of a particular church within the denomination. Plaintiff alleges that Defendants have improperly attempted to remove themselves from the denomination and seize control of church assets.

On July 12, 2022, Plaintiff Korean Presbyterian Church Abroad ("Denomination") filed its First Amended Complaint ("FAC") for Declaratory Relief against Defendants Eun-Suk Park ("Pastor Park"); Caleb Kim aka Dong-Ho Kim; William Hwang aka Byung-Ho Hwang; Tom Cho aka Gye-Moon Cho; Richard Kim aka Won-Il Kim; Warren Park aka Ju-Dong Park; Caleb Kang aka Yong-Chul Kang; David Kwon aka Man Kwon; Ronald Ro aka In-Woo Ro; Carl Park

aka-Hyo-Ryun Park, Daniel Chung aka Woon-Ju Chung; Won Joen Cho; Douglas Haw aka In-Hwan Haw; Young-Dae Kim; Yong-Ju Ahn; Sung-Han Youn (collectively "Individual Defendants"); Hanmi Bank ("Hanmi"); Bank of Hope ("Hope"); Commonwealth Business Bank ("Commonwealth") (collectively "Banks"); and DOES 1-100.

On August 31, 2022, the Individual Defendants filed their joint Answer. On November 23, 2022, Defendant Banks filed their joint Answer.

On October 17, 2022, Plaintiff filed an Amendment to Complaint substituting Defendant Young-Nak Presbyterian Church of Los Angeles Corporation ("Church Corporation") in lieu of DOE 1. On December 7, 2022, Defendant Church Corporation filed its Answer.

Case No. 22 STCV 29873

This is the mirror image of the case above. Plaintiff in this case is the local church corporation, seeking a declaration that the denomination has no right to control its assets and is acting in breach of their governing documents.

On September 13, 2022, Plaintiff Church Corporation filed its Complaint for (1) Declaratory Relief, (2) Breach of Contract, (3) Defamation, and (4) Tortious Interference against Defendants Korean Presbyterian Church Abroad ("Denomination"), The Western Presbytery of Korean Presbyterian Church in U.S.A. ("Presbytery"), Jirwoong Kang, Jee Tae Kim, Mijoon Kim, Deok Yong Bang, Alice Jung (collectively "Proposed Officers"), and DOES 1-25.

On November 29, 2022, this court sustained the demurrers of all Defendants to the second, third, and fourth causes of action, without leave to amend. On December 7, 2022, Defendants Denomination, Presbytery, and Proposed Officers filed their joint Answer.

As Consolidated

The parties stipulated to a consolidation of the cases on November 7, 2022.

Bench Trial is currently scheduled for April 24, 2023.

(1) Plaintiff's Motion

Plaintiff now moves this court, per Code of Civil Procedure § 437c, for summary judgment on both consolidated complaints. Defendants Presbytery and Proposed Officers join the motion as to the complaint filed against them by Plaintiff Church Corporation.

Defendants' Objections to the Declaration of George S. Burns are OVERRULED. The Objections to the Declaration of Jae Gwang Lee are OVERRULED. The Objections to the Declaration of Mi Jeon Kim are OVERRULED. The Objections to the Declaration of Peter Hong are OVERRULED. The Objections to the Declaration of Sangkun Park are OVERRULED. The Objections to the Declaration of Young-Ki Yoo are OVERRULED.

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Plaintiff's Objections to the Declaration of Daniel P. Dalton are OVERRULED.

The motion is DENIED.

Facts

There is no significant dispute over what happened here. The main issue between the parties involves how to characterize the events, and what legal consequences flow from that characterization. The brute facts are as follows.

Plaintiff Denominaton was formed in 1976. It has a constitution. That constitution was most recently updated in 2015. The general governance structure of the denomination proceeds uphill from the local church "Session" to a regional "Presbytery" to the global "General Assembly." The constitution gives the regional Presbytery the right to "control" the Session's property – but contains no reversion or trust conferring any ownership right on the Presbytery.

Defendant Church Corporation is the secular corporate form of the local church Session otherwise known as Young-Nak Presbyterian Church of Los Angeles. The "Session Elders" sit in a secular capacity as the board of directors of the Church Corporation. The Members of the Session vote in their secular capacity as Members of the Corporation at Congregational Meetings.

In 2021, proceedings were pending before the General Assembly against the Pastor of that local session. The substantive merits of those proceedings have no relevance to the present case, and no comment is made upon them here. They are mentioned merely as necessary background to what followed.

On October 3, 2021, the Session Elders announced that a Congregational Meeting would be held on October 10, 2021, for the purpose of holding a vote on whether to remain affiliated with the Plaintiff Denominaton. The vote of the Session Elders on whether to hold this meeting was 13-1 with 1 abstention.

On October 4, 2021, the Moderator and Secretary of the General Assembly sent an "Administrative Order" directing that the Church Corporation do the following: (1) cancel the Congregational Meeting, (2) await the conclusion of the proceedings against their Pastor, (3) cooperate with a "Plenipotentiary Committee" appointed by the General Assembly to "handle the situation," and (4) deliver a copy of the order to all Members.

On October 6, 2021, the Moderator and Secretary sent another letter indicating the appointment of five members to the Plenipotentiary Committee.

On October 10, 2021, the Congregational Meeting was held, despite these instructions. At the meeting, the Members voted to disaffiliate from the Denomination by a margin of 780-114. Notice of the vote was given to the Denomination the next day.

On October 12, 2021, the Moderator wrote a response taking the position that the

disaffiliation was invalid because it was taken while the Pastor was under investigation and in defiance of the previous order not to hold the vote at all.

On October 20, 2021, the regional Presbytery excommunicated the Individual Defendants and appointed a new pastor to take over the church.

On October 24, 2021, the Church Corporation formally amended its bylaws to remove references to the Denomination's constitution.

The church Session has subsequently split into two groups: those who voted to disaffiliate and those who did not. The former maintain control of the Church Corporation and all property. The Denomination recognizes the latter as the "true" Session and presumably would plan to turn the church property over to them should the Denomination prevail in this case.

Validity of the Disaffiliation

As all parties acknowledge, this court must treat this as though it were any other corporate governance case. This means that the court can only award those remedies which would be available in any other corporate case. It is undisputed that the property at issue here belongs to the Church Corporation. Plaintiff Denomination does not claim title, it only claims a right of control under the Denomination's constitution. The question presented to this court is whether the Church Corporation, *as a corporation*, properly removed itself from the control of the Denomination.

The answer is yes.

The Bylaws

This analysis starts where all such analysis starts: with the articles of incorporation and the bylaws of the corporation. It is not disputed that the articles of incorporation contain no mention of the Denomination. They are not in controversy. The bylaws, as they existed prior to the Congregational Meeting in October of 2021, provide as follows:

"Article 1 The church shall be called Young Nak Church of Los Angeles (hereinafter referred to as the Church)...

Article 2 The Church is the body of the Lord, located in Los Angeles, United States and belongs to the Korean Presbyterian Church Abroad (KPCA), and shall follow the Constitution (Doctrine, Form of Government, Bylaws, Additional Provision, Directory of Worship, Form of Documents) and execute the matters determined by the resolution of the Session and the Congregational Meeting.

...

Article 4 All administration of the Church shall be implemented in accordance with the spirit of the Constitution of the General Assembly.

Article 5 All organizations of the Church shall be in accordance with the political

principles and ordinances of the Constitution of the General Assembly.

Article 6 The Session shall guide and supervise all administration within the duties and authorities specified in the Constitution of the General Assembly.

...

Article 8 Matters related to the composition, organization, and operation of the Session, Congregational Meeting, and Officer's Meeting of the Church shall be in accordance with the provisions specified in the Constitution of the General Assembly.

1. Session: Shall be subject to Chapter 9 under Form of Government of the Constitution of the General Assembly
2. Congregational Meeting: Shall be subject to Chapter 12 Article 80 under Form of Government of the Constitution of the General Assembly.
3. Officer's Meeting: Shall be subject to Chapter 12 Article 81 under Form of Government of the Constitution of the General Assembly.

...

Article 36 These Bylaws refer to Part 2 (Form of Government) of the Constitution of the General Assembly of the Korean Presbyterian Church Abroad as amended in 2016 as the form of government of the Presbyterian Church.

...

Article 38 Amendments to these Bylaws may be made through a resolution of at least 2/3 of all members of the Session and a resolution of the majority of the members convened at the Congregational Meeting." (Declaration of Jae Gwang Lee Exhibit 3).

Removing the references to Plaintiff Denomination from these bylaws would essentially require re-drafting them. But there is no rule of law that says a corporation cannot re-draft its bylaws. Where a governing document has provisions that are not meant to be amended, the document should expressly and unequivocally say so. See e.g. New v. Krueger (2008) 167 Cal.App.4th 800, 811 (bylaws expressly stated that the diocesan constitution would "always" be governing document for the parish and would "prevail" against any bylaws or other enactments by the parish).

In the absence of any statement that the Church Corporation bylaws were not amendable, the court can only ask whether the Church Corporation followed the amendment procedure set forth in the bylaws. There is no dispute that it did. There is no dispute that 2/3 of the Session board voted to disaffiliate and change the bylaws. There is no dispute that a majority of the members at the Congregational Meeting voted that way as well.

That leaves Plaintiff to point out that, at the time the Meeting was held, the Denominational Constitution was still expressly incorporated by reference into the bylaws. If the meeting violated some provision of that Constitution, then it violated the bylaws and would be invalid. The problem Plaintiff has is that it cannot prove the predicate violation.

Denominational Constitution

Plaintiff's initial position in this lawsuit was that a congregation cannot remove itself from denominational control without the assent of the relevant regional Presbytery. While the

court refused to discount that position on demurrer, Plaintiff has since abandoned it. The parties now agree that their Constitution is essentially silent on the procedure for leaving the denomination. Plaintiff now makes two interrelated arguments: (1) the Constitution authorized the Moderator of the General Assembly to prohibit a Congregational Meeting, and (2) the Constitution authorized the appointment of the Plenipotentiary Committee to replace the Session and take over the church.

The Individual Defendants complain that this reading turns the Denomination into a sort of “Hotel California” where “you can check out any time you like, but you can never leave.” The result isn’t that dramatic – the issue isn’t whether a congregation can leave, it’s whether they can take church property with them. The problem with Plaintiff’s argument isn’t that it leads to absurd results; as Plaintiff points out, the same practical result has been reached in cases involving other denominations. The problem with Plaintiff’s argument is that the Constitution doesn’t say what they need it to say.

As the Oppositions point out, it is a relatively simple matter to preserve denominational control over congregational property: inclusion of relatively simple language indicating a right of reversion or an express trust in favor of the denomination. See Episcopal Church Cases (2009) 45 Cal.4th 467, 487 (quoting Jones v. Wolf (1979) 443 U.S. 595, 606). That language is absent from the Denominational Constitution here.

Instead, Plaintiff relies on the Administrative Order issued by the Moderator of the General Assembly on October 4. (Declaration of Jae Gwang Lee Exhibit 3). No provision of the Constitution allows for such a letter. No provision of the Constitution authorizes the Moderator of the General Assembly to forbid a Congregational Meeting. Plaintiff argues that these Administrative Orders are issued routinely within the denomination and are routinely obeyed. Perhaps they are. But this court cannot simply decide that the bylaws of the corporation include this unwritten custom. There is no legal or documentary basis for that decision. The mere fact that something has been *done* does not mean that it is *authorized*.

In 2019, the General Assembly issued a “Policy Statement” about what officers of the General Assembly could do when the full body was not in session:

“According to Article 77, Duties of the General Assembly, the General Assembly has the final judicial authority and full power of authority in the interpretation of the Constitution as the highest governing body that oversees each governing body, local church, affiliated agencies, and affiliated organization under its umbrella, and has the duty to settle disputes that divide the church. However, the General Assembly does not refer only to a meeting that meets once a year as mentioned in Article 78 under the Form of Government of the Constitution, but since the duties specified in Article 77 must continue even after adjournment, it receives legally submitted documents, such as inquiries, resolutions, requests, petitions, appeals, and entrusted judgments, and processes them through the officers of the General Assembly and each committee according to the rules adopted by the General Assembly.

...Also, when various disputes or accidents occur, the General Assembly may invoke an

Investigation Committee or a Plenipotentiary Committee according to Article 56 under the Form of Government of the Constitution. This is a duty delegated to the officer elected by the General Assembly, and it has been carried out for 43 years under the system in which it must be reported at a general assembly meeting where the entire General Assembly gathers after taking such measures.

...

There have been many disputes within the General Assembly. Nevertheless, the General Assembly instructed the Presbytery and the local church (lower governing bodies), to take administrative measures (administrative orders). Additionally, the lower governing bodies followed the instructions of the General Assembly (Article 67 under the Form of Government of the Constitution), and the General Assembly maintained order and made significant and measurable progress as a stable denomination by way of judicial measures (Judgment of the Judicatory Office of the General Assembly) in accordance with the Discipline Ordinance.

Representative cases in which order was restored by the General Assembly giving administrative orders and conducting a trial include..." (Emphasis in original)

Plaintiff takes this to be a document that "interprets" the Denominational Constitution to allow for the sort of order that was issued in this case. While the document recognizes the existence of "Administrative Orders" as a procedural vehicle, and while it authorizes officers to "receive and process" documents or appoint committees while the Assembly is not in session, nowhere does this document expressly authorize the Moderator to prevent a Congregational Meeting in any local church. What's more, the Church Corporation's bylaws were not modified between 2018 and the dispute in question, so the court cannot conclude that this document was necessarily incorporated into the Church Corporation's bylaws.

At oral argument, Plaintiff's counsel pressed the point that this court must defer to the Denomination's interpretation of the Denominational Constitution. Counsel cited to Paul v. Watchtower Bible and Tract Soc. Of New York, Inc. (9th Cir. 1987) 819 F.2d 875. While certainly interesting, that case actually illustrates the limits of Plaintiff's argument.

The religious organization in Paul (colloquially known as the "Jehovah's Witnesses") divided the people of the world into four categories: members, non-members, "disfellowshipped persons" (defined as those who had been ejected from the church), and "disassociated persons" (defined as those who had left voluntarily). Id. at 876-877. Ms. Paul (the plaintiff in that case) became a "disassociated person" in 1975. Id. at 876. In 1981, the governing body of the church issued an official publication essentially erasing the distinction between the "disfellowshipped" and the merely "disassociated;" the publication explained that decision as resulting from the governors' interpretation of specific passages from the Biblical books of 1 John and Revelation. Id. at 877. This exposed Ms. Paul to a practice called "shunning," in which members of the church refuse to even speak with a former member. Id. Ms. Paul then filed a suit against the church for damages, alleging various common law torts. Id.

The Ninth Circuit affirmed a grant of summary judgment in favor of the church, finding that the practice of shunning arose "pursuant to their interpretation of canonical text, and we are

not free to reinterpret that text.” *Id.* at 879. The canonical text at play there was the *Bible*. Of course the *Bible* is not a legal text for that court, or any secular court, to interpret.¹ The basis of *Paul* was the federal Free Exercise clause – no court could tell the Jehovah’s Witnesses that they had read their Bibles wrong.

By contrast, both counsel and the court referred to the argument presented at the hearing as an “Establishment Clause” argument. Plaintiff’s counsel argued that this court simply cannot tell his client that their interpretation of the Denominational Constitution is wrong. But that constitution is not a “canonical text” in the same way as the Bible (or the Koran, or the Vedas). That constitution *is* a legal document, amenable to legal analysis. To accept Plaintiff’s reading would be to threaten the Establishment Clause in another way – by turning this court into the secular arm of the Denomination. As Defense pointed out in their portion of the hearing, Plaintiff has come to this court asking for a legal determination that money and property must be moved where Plaintiff directs them. If this court had no independent function, if it could not review the legal governing documents separate from the Denomination’s interpretation, then this would not be a secular court. It would be an ecclesiastical court.

The Denominational Constitution does contain express references to the formation of Plenipotentiary Committees. But it is hopelessly vague as to what those committees are (or may be) authorized to *do*. Plaintiff says that a Plenipotentiary Committee may be appointed to run a church where the pastor is facing a canonical trial for malfeasance, as was the case here. But the section of the Denominational Constitution cited for that proposition (Declaration of Jae Gwang Lee Exhibit 1 p. 297-298) refers only to a “special committee for reconciliation and resolution” with power to take undescribed “minor administrative action.”

Chapter 8 of the Denominational Constitution authorizes either the General Assembly or the Presbytery to “install...a Plenipotentiary Committee...in order to process any complication in the church.” (Declaration of Jae Gwang Lee Exhibit 1 p. 178). It also implicitly authorizes that committee to temporarily replace a pastor, though it expressly provides that the temporary replacement will not participate in “governance.” (*Id.*). It contains no authority to suspend the Session or prevent a Congregational Meeting. This reference to “processing complications” (the phrase used in the October 4 letter is “handle this situation”) is too vague to convey the precise legal meaning that Plaintiff would ascribe to it. The court cannot conclude, based on this, that the Plenipotentiary Committee has the authority to void the actions of the Session board and halt the Congregational Meeting.

There is, in short, nothing in the Denominational Constitution which requires the Church Corporation to honor the letter instructions issued in advance of the Congregational Meeting. And there is nothing which empowers the other bodies in the Denomination to overturn the results of that Meeting. These are things which could have been written into the document with comparatively little effort and at virtually no expense. They are not there. This court cannot recognize authority which is not there.

¹ One is reminded, on the other side of the ledger as it were, of the federal judge in Pennsylvania who dismissed a lawsuit against Satan for lack of personal jurisdiction. *United States ex rel. Mayo v. Satan and his Staff* (W.D. Penn. 1971) 54 F.R.D. 282.

Other Issues

Plaintiff relies on other rulings that have been made by other trial courts at other times, both here and in other states. These decisions come from nowhere and lead nowhere. They are not precedent, and they provide no substantive legal analysis which would stand up on its own. Plaintiff suggests that this court must defer to the findings and interpretations of the higher Denominational bodies, particularly regarding the finding as to which group of congregants represents the "true church." It is certainly true that this court will not be telling the parties which group of congregants is the true church. This court will not be telling the parties whether they will (or not) be associated with any individual. This court will not be affirming or reversing excommunications, and it will not be reorganizing the Denomination. It will simply be determining the issue of what corporate body has a right to control certain real property.

Conclusion

As far as this court is concerned, this is a corporate governance case. It is not disputed that Defendant Church Corporation owns the property at issue. Until October 10, 2021, Defendant Church Corporation was voluntarily and according to its own bylaws, affiliated with Plaintiff Denomination. By the terms of the Denominational Constitution, Plaintiff Denomination was entitled to "control" the property at issue during the term of the affiliation.

On October 10, 2021, the Church Corporation held a membership vote to terminate the affiliation. That vote carried by a wide margin. No corporate bylaws were broken in the holding of that vote. Although the corporate bylaws at the time incorporated the Denominational Constitution by express reference, the Denominational Constitution contains no disaffiliation procedure. It is silent on the subject.

There is likewise no provision in the Denominational Constitution that permits other authorities to prevent the holding of a Congregational Meeting. There is no authorization for the Moderator of the General Assembly to do so. There is no authorization for a Plenipotentiary Committee to do so. Had the Denomination wished to add provisions conferring this authority, or giving themselves reversionary or trust rights in local church property, they could easily have done so. They didn't.

Therefore, the court must conclude that the Congregational Meeting represents a valid meeting of the Church Corporation. Since there is no dispute as to the validity of the voting procedures or the vote count, the acts of that meeting are valid. The affiliation of the Church Corporation with the Denomination was severed as of that moment. The Denomination no longer has the right to control the Church Corporation's property, much less any right to assign it to someone else.

This is not a determination of who represents the "true church." This is not a determination of who is excommunicate and who is not. This is not a determination of which individuals will be affiliated with which group. This is a determination that a corporate entity held a valid meeting, made a valid decision, and maintains control of its own property. All parties remain free to recognize each other (or not) as they like.

At oral argument, counsel focused the issue admirably. The arguments reached mirrored conclusions from the same premise. On Plaintiff's side, the argument was that they could do anything, including stop a Congregational Meeting, that the Denominational Constitution did not forbid them from doing. On the Defense side, the argument was the same: the local Session and Congregational Meeting could do anything, including disaffiliate, that the Denominational Constitution did not prohibit. The principle is a good one: everything not forbidden is permitted.

However, it is also true that permitting some things necessarily forbids others. That is, after all, the very nature of choice: the selection of one option to the exclusion of all else. The Church Corporation bylaws permit amendments and corporate decisions of all kinds. The Denominational Constitution expressly permits the Session to call a Congregational Meeting, with no limits on what may be discussed or decided there. In the face of that express permission, no other body may halt, suspend, or dissolve the Meeting without an equally express provision authorizing them to do so. No such provision currently exists within the Denominational Constitution. Therefore, the Plaintiff currently has no such legal right.

The motion for summary judgment is DENIED.

(2) Individual Defendants' Motion

The Individual Defendants now move this court, per Code of Civil Procedure § 437c, for summary judgment on the complaint against them.

Defendants' Evidentiary Objections are OVERRULED.

Defendant's Reply "Motion to Strike" the Declaration of Yeong Hwan Chee as contradicting his deposition testimony is DENIED. In Harris v. Thomas Dec Engineering Co., Inc. (2021) 68 Cal.App.5th 594, 604, the Court of Appeal held that declarations which contradict deposition testimony remain admissible under D'Amico, with the sole limitation that a declaration that contradicts deposition testimony cannot, by itself, create a triable issue of fact. Such a declaration can be used in concert with other items of evidence and is entitled to some weight. Harris, supra, 68 Cal.App.5th at 606-607.

The motion is GRANTED.

The arguments and analysis on this motion largely mirror the motion discussed above, and little separate discussion is necessary. The Plaintiff's Opposition argues briefly that the Denominational Constitution only permits a Congregational Meeting where a higher governing body calls for it, citing to Chapter 12 (p. 195-196). Chapter 12 does not stand for that proposition.

Chapter 12 provides that the Congregational Meeting is called by the "moderator" (elsewhere identified as the pastor) with concurrence of the Session. It says that a Congregational Meeting "shall" be called in any one of four given situations, the first of which is "[t]he Session determines such a meeting is necessary." The fourth is "[t]he higher Governing Body such as the

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Presbytery determines such a meeting is necessary." So, while the Presbytery has the power to call a meeting, it does not have the power to prevent others from calling a meeting.

Plaintiff also argues that the Denomination removed all the Session Elders, thus vacating the board of the Church Corporation, prior to the Meeting. There are two problems with this. First, the Administrative Order letter issued on October 4 doesn't say this. Nor does the October 6 letter, which names the appointees to the Plenipotentiary Committee. These notices ask for the cooperation of the church and the Session; they do not purport to remove anyone. Second, by that time, the Meeting had already been called. Removing the Session Elders at that point, even if that had been done, would not retroactively invalidate their prior actions.

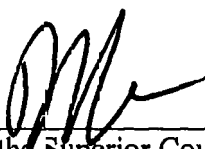
Finally, Plaintiff points out that the Individual Defendants (a) initially took steps to ask permission to leave and (b) protested the October 4 & 6 letters as doing harm to their congregation. Plaintiff takes these as legal concessions that the Denomination had veto power over the Meeting. They are not. They are, at best, evidence that the Individual Defendants were initially inclined to accommodate Plaintiff's requests regarding the formalities of departure, not a concession of any legal rights.

The Individual Defendants' motion for summary judgment is GRANTED. The Individual Defendants should be instructed to submit a proposed judgment within 10 days.

The remaining active pleadings are (1) Plaintiff Denomination's complaint as asserted against Defendant Church Corporation and Banks and (2) Defendant Church Corporation's consolidated complaint against the Denomination, Presbytery, and Proposed Officers.

Dated: _____

3/20/23



Judge of the Superior Court
Terry A. Green

05/05/2023

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PROOF OF SERVICE

I, Daniel F. Lula, declare:

I am employed in the County of Orange, California. I am over the age of eighteen years and not a party to the above-entitled action. My business address is 600 Anton Boulevard, Suite 900, Costa Mesa, California 92626-7221. On April 27, 2023, I served the foregoing STIPULATION AND [PROPOSED] JUDGMENT on the persons listed on the attached SERVICE LIST as follows.

BY E-SERVICE: When I e-file the document with the Court through its approved service provider OneLegal, I will select the "e-service" option. I am informed and believe that OneLegal will then send an electronic copy of the document to the following interested parties and/or counsel of record at the listed email address for each.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 27, 2023, at Costa Mesa, California.

/s/Daniel F. Lula
Daniel F. Lula

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

SERVICE LIST

<p>George S. Burns, Esq. BURNS & MOSS 620 Newport Center Drive, Suite 600 Newport Beach, CA 92660 Tel: (949) 263-6777 Fax: (949)263-6780 E-mail: george@burnsandmosslaw.com angela@burnsandmosslaw.com marisol@burnsandmosslaw.com</p>	<p>Attorneys for THE KOREAN PRESBYTERIAN CHURCH ABROAD, THE WESTERN PRESBYTERY OF KOREAN PRESBYTERIAN CHURCH IN U.S.A., REV. JINWOONG KANG, JEE TAE KIM, MIJEON KIM, DEOK YONG BANG, and ALICE JUNG</p>
<p>Andrew Zepeda, Esq. Lurie, Zepeda, Schmalz, Hogan & Martin 1875 Century Park East, Suite 2100 Los Angeles, CA 90067-2574 Tel: (310) 274-8700 Fax: (310) 274-2798 E-mail: azepeda@lurie-zepeda.com etran@lurie-zepeda.com</p> <p>Daniel P. Dalton, Esq. Dalton & Tomich, PLC The Chrysler House 719 Griswold Street, Suite 270 Detroit, MI 48226 Tel: (313) 859-6000 E-mail: ddalton@daltontcmich.com</p>	<p>Attorneys for Defendants EUN-SUNG PARK, CALEB KIM A/K/A/ DONG-HO KIM, WILLIAM HWANG, A/K/A/EYUNG-HO HWANG, TOM CHO, A/K/A CYE-MOON CHO, RICHARD KIM A/K/A WON-IL KIM, WARREN PARK A/K/A JU-DONG PARK, CALEB KANG, A/K/A YONG-CHUL KANG, DAVID KWON A/K/A MAN KWON, RONALD RO, A/K/A IN-WOO RO, CARL PARK, A/K/A HYO-RYUN PARK, DANIEL CHUNG, A/K/A WOON-JU CHUNG, WON-JOON CHO, DOUGLAS HAW, A/K/A IN-HWAN HAW, YOUNG-DAE KIM, YONG-JU AHN, and SUNG-HAN YOUN</p>
<p>Shawn M. Ogle, Esq. David Sarfati, Esq. Atkinson Andelson Loya Ruud & Romo 20 Pacifica, Suite 1100 Irvine, California 92618 Tel: (949) 536-2225 Fax: (949) 453-4262 E-mail: sogle@aalrr.com David.Sarfati@aalrr.com</p>	<p>Attorneys for Defendants COMMONWEALTH BUSINESS BANK, HANMI BANK, and BANK OF HOPE</p>

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
COSTA MESA

05/05/2023

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 1875 Century Park East, Suite 2100, Los Angeles, California 90067-2574.

On the date below, I served the original a true copy of the within document(s), described as **NOTICE OF ENTRY OF JUDGMENT** on all interested parties in this action.

(BY MAIL) by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at 1875 Century Park East, Suite 2100, Los Angeles, California in the ordinary course of business. I am aware on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(BY FEDEX) I enclosed the documents in an envelope or package provided by FedEx and addressed to the person[s] on the attached service list. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

(BY FACSIMILE) I sent such document from facsimile machine on the above date, to the facsimile number to the attention of the individual set forth below. I certify that said transmission was completed and that all pages were received and that a report was generated by the facsimile machine which confirms said transmission and receipt.

(VIA ELECTRONIC MAIL) by transmitting via electronic mail a true copy of the above listed document(s) to the email addresses set forth on the attached service list on this date.

SEE ATTACHED SERVICE LIST

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

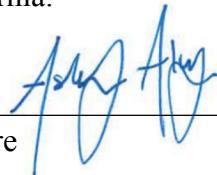
(FEDERAL) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 5, 2023, at Los Angeles, California.

Ashley Alvarez

(Type or Print Name)

Signature



SERVICE LIST

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EXHIBIT 2



해 외 한 인 장 로 회
Korean Presbyterian Church Abroad
for the 7million Koreans abroad

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"The old has gone, the new has come!" 2 Corinthians 5:17

The KPCA General Assembly Negotiation Plenipotentiary Committee and KPCA General Assembly hereby apologize for KPCA having dismissed or excommunicated the Pastors and Elders of Young-Nak Presbyterian Church in Los Angeles.

2023년 7월 9일 (July 9, 2023)

해외한인장로회 (KPCA General Assembly)

총회장 서명성 목사 (Rev. Myung-Seong Seo, Moderator)

부총회장 박태겸 목사 (Rev. Tae-Gyeom Park, Pastor Vice Moderator)

부총회장 김재수 장로 (Elder Jai Soo Kim, Elder Vice Moderator)

총회중재위원회 (KPCA General Assembly Negotiation Plenipotentiary Committee)

위원장 박상근 목사 (Rev. Sang-Geun Park, Chairman)

서기 박태겸 목사 (Rev. Tae-Gyeom Park, Secretary)

위원 서명성 목사 (Rev. Myung-Seong Seo, Member)

위원 김재수 장로 (Elder Jai Soo Kim, Member)