



Photos: Thomas Osborn

The Kanaka Valley Tragedy

A SPECTRUM Team Report

When Robert S. Folkenberg resigned as president of the General Conference on February 7, 1999, following national reporting of the \$8 million lawsuit filed against him by James E. Moore, Folkenberg became only the latest victim in the Kanaka Valley Tragedy. This twenty-year old story of disagreements, lawsuits, bankruptcies, and fraud centers on 1,373 acres of raw land thirty miles east of Sacramento, California. Also tied into Moore's lawsuit were General Conference attorney Walter Carson, the General Conference Corporation, the Inter-American Division, and others. According to Moore, Folkenberg and his codefendants failed to meet obligations on two promissory notes related to Kanaka Valley Associates, a limited partnership formed in 1980 to develop land that still awaits the golf course and houses that were supposed to generate millions of dollars for its investors.

The partnership seems to breed tragedy. Public records show that, since 1980, two general partners—as well as the partnership itself—have gone through bankruptcy, and that one of the founders—Moore—was convicted on eight counts of grand theft in 1987 and spent several years in prison. The partners have spent so much time in court that the history of their disputes fills thousands of document pages in courts from Santa Barbara to San Bruno, California. This is the story that emerges from those documents, published reports, and from interviews with some concerned parties.

The Land

A patchwork of oak and pine trees graces the Kanaka Valley, which lies in the foothills of California's Sierra Nevada Mountains just north of U.S. Highway 50. Eighty miles to the east is Lake Tahoe and the High Sierra. Westward, well within view, lies Folsom Lake. Beyond that, a thousand feet lower in elevation, sits the expanding Sacramento metropolis.

Appearances suggest that Kanaka Valley is prime real estate, too high for fogs that plague Central California in the winter and too low for heavy Sierra snows. To entrepreneurs, the valley offers prospects for an ideal rural development, conveniently placed only minutes away from work and recreation. But appearances can be deceiving. The property is located in El Dorado County—an area known for its bucolic character and its antidevelopment politics. While property in nearby Sacramento and Placer Counties was being snapped up and developed during the land boom of the 1980s, El Dorado County was being repeatedly sued for blocking development. Inadequate water resources and endangered species issues complicated the development proposals for the Kanaka Valley.

In 1984, the market value of Kanaka Valley Associate's 1,373 undeveloped acres was appraised at \$4 million. Expectations of value after development are probably limited only by the imagination, though one of its partners in 1995 estimated that gross proceeds from sales could total \$33.6 million, with \$11 million in profit.

The Developer

James E. Moore is a big man. He stands over six feet tall and weighs about two hundred fifty pounds. Born in Texas to African-American parents, he moved to Sacramento as a youth and, in 1959, graduated from a local high school. Moore attended classes at various colleges and law schools during the next two and a half decades. In 1984, at the age of forty-four, he

was awarded a bachelor's degree in applied economics and management from the University of San Francisco.

"I labor at using two extremely important qualities, inbred by my parents," claimed Moore in a 1985 interview. "The qualities are that if you use common sense and strive to gain wisdom, that with time being the catalyst to all things, if you work real hard on what you're doing, that you don't have to be an egotist to realize the end result of success."¹

For Moore, success in a financial sense came with discovery of his talents as a salesman. Moore worked at a number of brief jobs after high school. In 1967, he responded to an ad for insurance agents at Pennsylvania Life Insurance Company of Santa Monica. Soon he became a star. According to Moore, each month between 1967 and 1974 he placed among the top ten producers of his company's parent, Penn Corp. Financial.

Then Moore shifted his talents to real estate and came up with a device that he called "site locator partnerships." The locaters were hired experts who sought parcels for potential development. Success might cause Moore to arrange an option to buy, then approach likely investors and explain how to develop the land. If the investors signed on, Moore's attorneys would handle the partnership's paperwork while Moore set out in search of a buyer for the parcel after its actual subdivision.

Moore contributed expertise only, not money. Customarily, he held the position of general partner and kept some form of control over the property. The partnership usually rewarded him half of its profits, which Moore shared with the locator and other hired experts.

Moore prospered in real estate, building his assets to a reputed value of \$9 million. A pilot who loved to travel, he supposedly owned land in the Cayman Islands as well as interests in parcels throughout northern California, one located in the Kanaka Valley.

It was with the Kanaka Valley parcel that Moore's interests became intertwined with those of Robert Folkenberg and the Inter-American Division of the Seventh-day Adventist Church. According to the *Adventist Review* (February 11, 1999), Folkenberg and Moore became acquainted in 1976, when Folkenberg was president of the Central American Union. Moore was traveling with an Adventist friend in Guatemala, viewing the damage wrought by an earthquake in February of that year. His friend introduced him to Folkenberg, and a relationship developed that has lasted for more than two decades. While the nature of that alliance may never be fully understood, a pattern of

financial dealings soon emerged in which interest in real estate shifted on various occasions between Moore and off-shore, church-related corporations, at least one of which Moore himself had created.

The first of these was Southern Equipment Company, an enterprise registered in the Grand Cayman Islands. In 1978, Moore conveyed Southern Equipment's stock to the Inter-American Division. Then, according to papers in the El Dorado County recorder's office, Southern Equipment joined with Moore on March 1, 1979, to create Kanaka Valley Investors, Ltd. partnership. True to form, Moore provided only his expertise, while Southern Equipment gave \$100 thousand in capital.²

1980 – Kanaka Valley Associates Limited Partnership Formed

According to public records, July 7, 1980, marked the formation of another limited partnership—Kanaka Valley Associates—one that succeeded at least three earlier alliances focused on the same real estate: Kanaka Valley Associates, a joint venture, and two other limited partnerships named Kanaka Valley Investors, Ltd. and Kanaka Valley Associates. Some involved Moore. All relied on capital supplied by a series of investors, some of whom overlapped from one enterprise to another.

As a limited partnership, the enterprise had two founding partners. One was Kanaka Associates, headed by Sacramentan Henry Cavigli. Kanaka Associates gave more than \$250 thousand to the new enterprise and became a limited partner. The other founder was Moore. Moore gave no money, but became general partner and, among other benefits, got rights to 67.5 percent of future profits.

1983 – Adventists and Catholics Thrown into Alliance

In 1983, the Inter-American Division—via Southern Equipment—was officially recognized as an owner in Kanaka Valley Associates. By then, the partnership had existed for three years. On February 23, official papers cited a “technical oversight” and adjusted the record accordingly. At the same time, the partnership reduced Moore's future profits by half and granted Southern Equipment 32.5 percent of all future proceeds.

Meanwhile, another new member entered the partnership at about the same time. According to public papers, Moore turned over most of his remaining interest to Taverners Investment, Ltd., another Grand Cayman corporation that held a \$310 thousand dollar



Photo: Thomas Osborn

note that Moore had written in 1980. The director of Taverners at that time was the Rev. Virgilio Levi, a resident of the Vatican City.

Moore evidently considered both transfers contributions in 1983. Later, however, they would be criticized as “preferences and fraudulent conveyances.”³

Moore still held controlling interest in the partnership, though he could claim only half a percent of profits. Suddenly, though, Adventists and Roman Catholics found themselves thrown into an alliance not necessarily of their own choosing.

1984 – Moore Encounters Major Problems

And then Moore's world collapsed into a mire of court proceedings.

In March 1984, a handful of creditors with claims of about \$45 thousand forced him into bankruptcy. Others came forward. Eventually, more than one hundred investors filed against Moore in fifty some suits. Among his creditors were Southern Equipment and Taverners, which claimed indebtedness of \$309 thousand and \$610 thousand, respectively.⁴

Moore's next blow came with criminal proceedings. According to some creditors, Moore was guilty of fraud, theft, and misrepresentation. One common

allegation accused him of soliciting loans and promising high rates of return or involvement in special real estate deals, but of failing to honor his commitments. In response, Moore admitted inability to meet obligations, but claimed to be simply a victim of bad economic conditions.

Moore was arraigned in Sacramento's municipal court in June 1984. His trial made headlines in Sacramento partly because his accusers included two local judges and a retired criminal investigator. A jury in the city's superior court convicted Moore on eight counts of grand theft. After an unsuccessful appeal, Moore starting serving a four-year sentence in December 1989.

1986 – Kanaka Valley Associates Threatened

Moore's personal problems in criminal and bankruptcy proceedings paralleled another crisis with the Kanaka Valley Associates partnership itself. In 1986, the Northern Equities Company, holder of a \$583 thousand note secured by the Kanaka Valley property, attempted foreclosure. Northern Equities found Kanaka Valley Associates in default due to more than \$84 thousand interest in arrears.

The possibility of foreclosure threatened all four of Kanaka Valley Associates' partners. If Northern Equities succeeded, each would lose rights to the property. Moore had sole authority to seek protection under chapter eleven bankruptcy law as general partner. If granted permission, he could work with other partners to reorganize under the watchful eye of the court. Unfortunately, Moore's assets—including his half-percent interest in Kanaka Valley Associates—already rested under control of the trustee appointed by the U.S. Bankruptcy Court. According to Northern Equities' lawyers, the partnership had actually dissolved at the beginning of Moore's personal bankruptcy.

On October 22, 1986, Moore filed papers in Sacramento for chapter eleven bankruptcy on behalf of Kanaka Valley Associates. Then, according to Moore, he discovered his own ineligibility. One week later, Southern Equipment officer Ramon H. Maury, treasurer of the Inter-American Division, had similar papers filed in the same court, despite Southern Equipment's status as only a limited partner.

1987 – New Owners for Kanaka Valley Associates

Both attempts failed. In March 1987, the court dismissed Southern Equipment's petition and, finding Moore's filing "questionable," ordered

reorganization under its own direction.

In the same month, Moore's personal bankruptcy estate sold his remaining interest in Kanaka Valley Associates for \$10 thousand. The buyer was Elmer R. Malakoff, an attorney connected with Moore for years and, according to one claimant, "the legal brains" behind Moore's "intricately complex legal schemes."⁵

Meanwhile, the Inter-American Division's interest also changed hands. By 1987, Folkenberg had moved from Central America and become president of the Carolina Conference. Since returning to the United States, he had become acquainted with Sharing International, a Tennessee nonprofit organization created by a group of Adventists to facilitate specific mission projects. Folkenberg also became president of this organization.

With the Inter-American Division increasingly uncomfortable dealing with Moore, Folkenberg proposed Sharing as an organization that could distance the Adventist church from Moore and still ensure that future proceeds from the property benefited the Inter-American Division's health and education programs. With this possibility in mind, the division yielded its interest in the Kanaka Valley property and in December 1987 Sharing International acquired full ownership of stock in Southern Equipment and Taverners. Neither Moore's bankruptcy records nor those of the Kanaka Valley Associates reveal how much money changed hands or the eventual fate of claims that Southern Equipment and Taverners held against Moore's personal bankruptcy estate.

1988 – Rejuvenation and a New Off-Shore Corporation

During the Kanaka Valley Associates bankruptcy Robert A. Dolan, a Santa Barbara businessman linked to Moore through other real estate ventures, purchased an interest in the partnership from the estate's trustee. In April 1988, the court accepted a plan of Dolan's to revitalize Kanaka Valley Associates.

Dolan resolved the dispute with Northern Equities by purchasing its note for \$732 thousand. Then he loaned Kanaka Valley Associates another \$870 thousand and paid more than \$150 thousand to a number of unsecured creditors. In return, Dolan became general partner, with ownership in 55.83 percent of the enterprise.

Dolan's financial solution, however, did not bring complete peace to the partnership. Moore re-

mained interested in the project, even though he had already conveyed most of his ownership to Southern Equipment and Taverners and had recently sold the remainder to Malakoff. In 1988—in the midst of Moore's appeal on conviction for grand theft—he became a Catholic and suggested that Sharing International fund Catholic charities.

As an Adventist-related entity, Sharing balked, citing traditional Adventist views regarding the end of time. Sharing refused to have a direct relationship with Catholic enterprises, but it expressed willingness to “compromise” by dividing its interest in the Kanaka Valley Associates with Moore. According to legal counsel consulted by Sharing, this split could best be accomplished by conveying its interest in Kanaka Valley Associates to a separate for-profit entity which would then issue stock both to Sharing International and to a Catholic charity of Moore's designation.

1989 – Moore's Imprisonment and Further Ownership Transfers

The for-profit entity that came into existence was also called Sharing International, but was registered in Barbados to provide tax savings while operating with full disclosure to the U.S.

Internal Revenue Service. On November 29, 1989—a month before Moore started his jail sentence—the interests that Southern Equipment and Taverners held in Kanaka Valley Associates were transferred to Sharing International Barbados, which then became a limited partner.

Transfers back and forth between Sharing International Tennessee and Sharing International Barbados occurred several times over the next few years in a series of complicated and confusing transactions. Two and a half years later, on May 25, 1992, the interest of Sharing Barbados reverted to Sharing International. Then, on September 19, 1993, it returned to Sharing Barbados, and Sharing International became a



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substitute limited partner of Kanaka Valley Associates.

1990 – Folkenberg Tries to Reduce Moore's Sentence

Conviction, imprisonment, personal bankruptcy, and absence from the official roster of partners did not prevent Moore from keeping in touch.

On March 20, 1990—three months after Moore was sentenced—Folkenberg offered to pay \$53 thousand for Moore to make restitution. The goal, claimed Moore's attorney, was to reduce Moore's sentence.

Moore's attorney attributed the offer to Kanaka Valley Associates' cash infusions and realization by Folkenberg that the value of Sharing Tennessee's

interest in the enterprise far exceeded the liability of \$250 thousand that the court had recently imposed on Southern Equipment and Taverners for gaining possession through "preferences and fraudulent conveyances." Folkenberg's gesture evidently failed, but his connection with Moore continued.⁶

In July, Folkenberg was elected president of the General Conference and he moved from the Carolinas to Maryland. Meanwhile, Canadian architect and developer Peter Wardle joined the Kanaka Valley Associates partnership in 1990 with \$2 million, which the partnership accepted as a loan.

1992 – Moore Leaves Prison and Makes Ownership Claims

Wardle's loan generated further turmoil for the Kanaka Valley partnership. Then, additional complexities arose after Moore's release from prison in 1992.

"In 1992," Wardle recalled in a 1995 deposition, "I received a telephone call from Mr. Moore telling me that he was a 'partner' in the project and demanded he receive his share of the loan proceeds. . . . I had never heard of Mr. Moore. . . . I came to learn that Mr. Moore had recently been released from jail and claimed to hold the interest which had been described to me as the Sharing International interest. . . . He visited the neighboring properties and told them he was an owner and that I was merely an architect." Wardle continued: "Since he had a very bad reputation with the city council (I understood it had been discovered he had previously bribed a County official) his mere association with the project jeopardized its viability."⁷

1993 – A Deceptive Return to Tranquility

Confusion spread as complexities grew. By 1993, Wardle had loaned \$739 thousand to Sharing Barbados for reasons unstated in bankruptcy records. Meanwhile, John and Virginia Markle, two of Dolan's business associates, chipped in another \$161 thousand for the partnership.

According to Dolan, he personally was entitled to at least some of Wardle's original \$2 million loan. Sharing Barbados disagreed, however, and accused Dolan of theft. Wardle concurred, as did Malakoff. Eventually, Placer Title Co., Kanaka Valley Associates, each of its partners, and Dolan's attorneys all figured in a series of disputes and lawsuits.

On October 1, 1993, the Kanaka Valley Associates partners signed a complicated agreement to settle the dispute. In one dimension of the agreement Sharing

Barbados yielded its interest in the partnership to Kanaka Valley Associates. For its part, the corporation got two "nonrecourse secured promissory notes" of \$2 million and \$6 million, payable from eventual proceeds.

In return for \$276 thousand, Moore agreed with Dolan not to "interfere with, oppose, adversely affect, inhibit, impede or influence the development and sale of the KVA property."⁸ Later, Dolan also claimed that Moore and Sharing Barbados incurred obligations to pay him \$900 thousand. But Dolan's claim remain unsatisfied.

1994 – Dolan Enters Bankruptcy

While waiting for the \$900 thousand, Dolan paid Moore and Malakoff \$210 thousand as part of the agreement and made a commitment to repay a loan of \$256 thousand from Wells Fargo Bank. According to Dolan, he was starving for cash by February. Creditors clamored for payment, but still there was no sign of the \$900 thousand. On the twenty-third of February, Moore, Malakoff, and one of Malakoff's other business associates filed a petition to force Dolan into bankruptcy, but neglected to serve him with papers. The result, claimed Dolan, was to ruin his credit and put him "into a limbo position."

"It was Moore's intention," asserted Dolan, "through one or another of the entities he represents, to buy from [Dolan's] Chapter 7 estate his interest in the Kanaka Valley development, thus restoring Moore to the ownership rights he enjoyed in Kanaka prior to his own bankruptcy. . . ."⁹

Dolan petitioned for voluntary bankruptcy and, in June, the court converted the case to chapter eleven proceedings.

1996 – Moore Reasserts Claims

While trying to resolve the outstanding debts of Dolan's estate, trustee decided that a major obstacle was the 1993 agreement and its related "promissory notes." According to Dolan's estate, it seriously considered filing a complaint against Moore, "the Adventist-related parties," and "certain others" for "breach of contract, conversion, negligent representation, fraud, restitution, recession, and an accounting, seeking damages, punitive damages, and injunctive relief." It also considered joining a similar suit filed by Huston Environmental Systems against Moore and his associates, including Folkenberg.¹⁰

Threatened by legal action, Moore's Adventist associates denied responsibility for any wrongdoing and decided to cut their ties with the Kanaka Valley project.

In August 1996, South Carolina accountant Ben Kochenower signed a confidential agreement in behalf of both Sharing organizations that yielded financial interest in the partnership to Dolan's bankruptcy estate. In return, Dolan and the estate released both Sharings, Folkenberg, the General Conference, the Latin American Division, and all other Adventist-related organizations from any associated legal claims. The agreement also repudiated the October 1993 compact—including \$8 million in "nonrecourse secured promissory notes"—as it related to those parties.

The Sharing Agreement won the court's approval. But validation threatened whatever interest Moore claimed to have in the project and he challenged the agreement in court. According to Moore, Kochenower lacked authority to sign for Sharing Barbados. Indeed, claimed Moore, a Catholic charitable foundation named Vicariatus Urbis owned most of Sharing Barbados, and the only person authorized to sign for Sharing Barbados was one Mary Ellen Bourque.

To Dolan, at least, the very existence of Vicariatus Urbis could be questioned. Still, Moore persisted. First, he pressured General Conference attorney Walter Carson, another official connected with both Sharings, to clarify matters. Carson wrote a letter to Dolan's bankruptcy estate that hinted at the coming clash between Moore and his Adventist associates. "Last week," the letter began, "apparently in response to a motion filed by your [firm] with the Bankruptcy Court to approve the Settlement Agreement, I was contacted by James Moore. He did so in his capacity as a 'director, vice chairman, and agent of an organization owning 85 percent of the stock of Sharing Barbados.' In that capacity he asserted an interest in 85 percent of the Kanaka Valley notes referenced in the October, 1993 Agreement. Moore, drawing conclusions from the motion, not having seen the Settlement Agreement, promised certain consequences if I failed to bring this information to your attention; and the attention of the Bankruptcy Court."¹¹

Carson's letter then outlined his understanding of the Sharing Barbados structure. "I trust this attempt at clarification will not otherwise affect our good faith efforts to resolve the matter," he concluded. "I want nothing further to do with Kanaka Valley and have executed the Settlement Agreement accordingly." The letter, written on plain paper and using Carson's home address, was dispatched from the General Conference General Counsel fax machine.¹²

Moore's efforts in court failed. Rebuffed, he turned to Folkenberg himself for relief from what

Moore considered injury generated by the Sharing Agreement. Moore was known to call Folkenberg several times a week with demands for remedial action and at one point even suggested a joint telecommunications venture from which the Adventist Disaster Relief Association (ADRA) and Moore would both supposedly reap financial benefits. According to an informed source, the proposal was actually made to ADRA; however, ADRA declined.

Moore persisted and threatened to bring litigation against all parties, including the Seventh-day Adventist Church and all others involved with Sharing International Tennessee or Barbados. The possibility of an organization related to the Roman Catholic Church filing a complaint against the Seventh-day Adventist Church terrified Folkenberg. To placate Moore, Folkenberg gave him money from his personal savings, putting himself close to bankruptcy. When those measures failed to satisfy Moore, Folkenberg spoke to five personal friends, who were also major contributors to the Adventist Church, explaining the situation with the Kanaka Valley, the Settlement Agreement, and potential consequences for the church. Folkenberg's friends agreed to help, but Moore still remained unsatisfied.

1998 – Moore Files Suit Against Folkenberg and Others

In 1998, three partners remained with Kanaka Valley Associates. Records from the bankruptcy records of Dolan afford glimpses of a man thoroughly shaken: embattled, nearly impoverished, faced with a disintegrating marriage. John and Virginia Markle, the other remaining partners, come across as distant benefactors who somehow managed to weather the ordeal.

Wardle was out of the picture. Altogether, he invested about \$7 million of his own money. Sometime during the early 1990s Wardle's Kanaka Ranch, another limited partnership, absorbed Kanaka Valley Associates in an arrangement that split ownership fifty-fifty between the two enterprises but evidently left each party pretty much on its own. Then, according to Dolan, Wardle "apparently lost interest," neglected his duties as general partner, and withdrew under conditions not fully revealed in the bankruptcy records.

According to the evidence, both Sharings had yielded their interests by 1998.

As for Moore, however, he refused to give up.

On August 21, 1998, Moore filed a complaint in Sacramento Superior Court against Kanaka Valley Associates, Folkenberg, Carson, Sharing International,

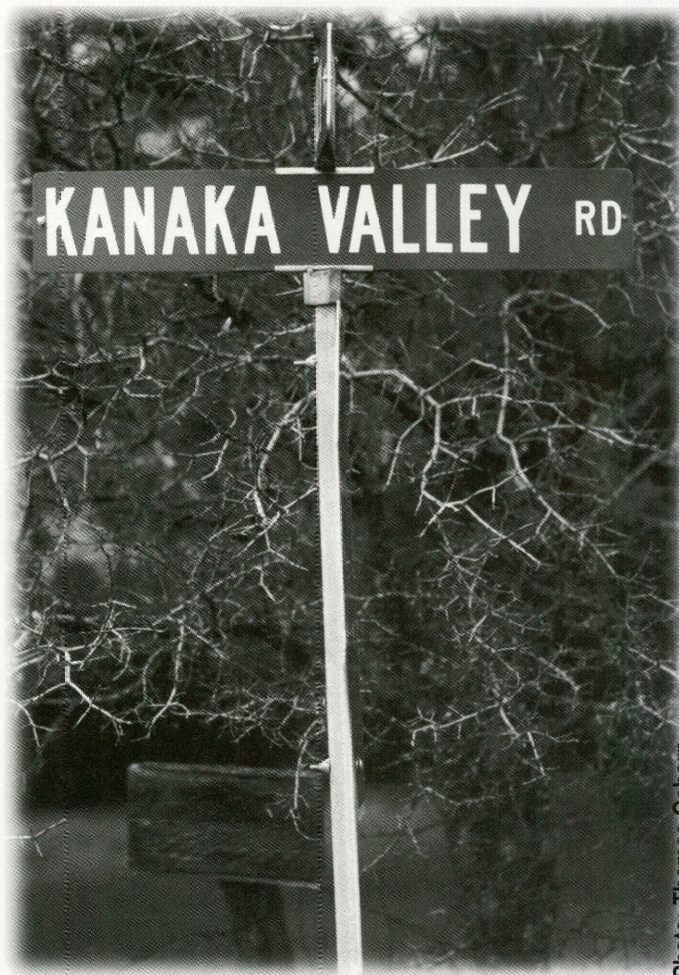


Photo: Thomas Osborn

the General Conference Corporation, the Inter-American Division, Ben Kochenowner, and others. In part, Moore requested \$8 million in damages. The defendants were not served with papers until December.

Moore claimed that he owned an interest in Kanaka Valley Associates in May 1993. According to Moore, he and the defendants agreed in that month to exchange his rights for two promissory notes totaling \$8 million. These, Moore asserted, were to be given to Sharing Barbados, which would then yield fifteen percent of its stock to Sharing Tennessee and eighty-five percent to Vicariatus Urbis.

In Moore's view, the defendants violated the agreement by failing to issue shares to Vicariatus Urbis. Furthermore, late in 1996 they allegedly gave all of their interest in the promissory notes to Dolan's bankruptcy estate. Additional grievances supposedly arose when the defendants concealed these developments from Moore.

According to Moore, the defendants' actions were "fraudulent and intentional, and taken with the knowledge that plaintiff would be damaged."¹³

1999 – Crisis at the General Conference

Moore's complaint found several targets. On an administrative level, it captured the attention of General Conference officials and triggered an administrative crisis unprecedented in the history of the denomination. A special Ad Hoc Group was appointed by the General Conference Administrative Committee to review Moore's complaint and surrounding events. The Ad Hoc Group found issues raised in the complaint serious enough to warrant a meeting of the General Conference Executive Committee. With over two hundred members from around the world, the Executive Committee is the body empowered to act on behalf of the General Conference between regular General Conference sessions.

Folkenberg resigned before the Executive Committee met on March 1. Then, after the resignation, just before the Executive Committee convened, Moore announced that he was dismissing the suit with prejudice.

On March 16, the church made the following announcement:

"The Seventh-day Adventist Church learned officially on Friday, March 12, that a lawsuit against the church has been dismissed with prejudice in Sacramento Superior Court in California.

"A lawsuit dismissed 'with prejudice' means that the facts alleged in the suit cannot be filed again by James E. Moore, a business entrepreneur from Sacramento, California. . . .

"Church attorneys have asked about the settlement terms that led to the suit being dismissed. They have been told that the church will not receive any information because of a confidentiality clause in the settlement. The church opposed payment of any money to the plaintiff and opposed the inclusion of a confidentiality clause in any settlement.

"Adventist Risk Management, Inc. (which assists the Seventh-day Adventist Church with its insurance needs) also had no role in the settlement of the lawsuit. ARM officials said that they purchased a policy from Chubb Insurance covering directors and officers liability on behalf of the church. 'Because this policy is with an independent company, we have no claim settlement authority in this matter,' said Paula Webber, the Adventist Risk Management spokesperson. . . .

"We are grateful that Mr. Moore has dropped the lawsuit against the church, a suit we have always characterized as frivolous and without merit,' said

church spokesperson Ray Dabrowski.”¹⁴

Folkenberg's relationship with the General Conference did not improve with settlement of Moore's suit. Debate over his employment prospects continued after the election of a new president. His personal life in tatters, Folkenberg had become one more victim in the recent tragic history of the Kanaka Valley.

Notes and References

The following list of notes is not intended to be exhaustive, but to provide citations only for quotations and major points.

1. Mike McCarthy, "Driven by ambition, Moore's career began in high school," *Business Journal* (Sacramento), Apr. 15, 1985, 8.
2. "Certificate of Limited Partnership," Mar. 1, 1979 (El Dorado County Recorder, 2181:61).
3. "Amended Motion for Sale of Assets," Sept. 13, 1994, Exhibit A (Moore Bankruptcy); "First Amended Disclosure Statement," Dec. 6, 1995 (Dolan Bankruptcy).
4. "Final Decree," Jan. 15, 1998 (Moore Bankruptcy); "Involuntary Case: Joinder in Creditors' Petition," July 2, 1984 (Moore Bankruptcy); "Proof of Claim [Taverners Investment Ltd.]," Apr. 3, 1985 (Moore Bankruptcy); "Schedule A—Statement of All Liabilities of Debtor," Sept. 5, 1984 (Moore Bankruptcy).
5. Frederick D. Copeland to David A. Rhodes, Aug. 6, 1988 (Moore Bankruptcy).
6. "Amended Motion for Sale of Assets," Sept. 13, 1994, Exhibit A (Moore Bankruptcy); "First Amended Disclosure Statement," Dec. 6, 1995 (Dolan Bankruptcy). "Motion to Modify," Mar. 20, 1990 (People v. Moore).
7. "Request for Judicial Notice," Nov. 5, 1997, Exhibit E (Dolan Bankruptcy).
8. "Agreement [between Dolan and Moore]," Oct. 1, 1993 (Dolan Bankruptcy).
9. "First Amended Disclosure Statement," Dec. 6, 1995 (Dolan Bankruptcy).
10. "Narrative of Significant Events from September 27, 1995, through January 26, 1996," Mar. 20, 1996 (Dolan Bankruptcy); "Motion to Approve Settlement with Sharing International," Sept. 10, 1996 (Dolan Bankruptcy).
11. Carson to Howard C. Richards, Sept. 6, 1996 (Dolan Bankruptcy).
12. *Ibid.*
13. Moore v. Kanaka Valley Associates, et al., Case No. 98AS04207, Sacramento Superior Court.
14. "California Lawsuit Against Church Dismissed," Mar. 16, 1999, news release, Adventist News Network.

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James E. Moore v. Kanaka Valley Associates, et al. Case No. 98AS04207, Superior Court of California, County of Sacramento.

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