

IN THE SUPREME COURT OF THE STATE OF IDAHO

BYRON SANCHEZ, PRESIDENT AND
PASTOR OF SEVENTH DAY CHURCH
OF GOD, INC.

Plaintiff-Appellant,

vs.

PAUL WOODS, AN INDIVIDUAL, AND
DOROTHY OGREN, AN INDIVIDUAL,

Defendants-Respondents,

)
)
) Docket No. 53289-2025
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)
) **Temporary Restraining**
) **Order Hearing**
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) **TRANSCRIPT LODGED**
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) **Date: 11/4/2025**
)
)

TRANSCRIPT ON APPEAL

THIRD JUDICIAL DISTRICT

HONORABLE THOMAS W. WHITNEY

DISTRICT COURT JUDGE

BYRON SANCHEZ
Weiser, Idaho
Pro Se Plaintiff-Appellant

R. GEORGE DEFORD, JR.
Nampa, Idaho
Attorney for Defendant-Respondent

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

BYRON SANCHEZ, PRESIDENT AND)
PASTOR OF SEVENTH DAY CHURCH)
OF GOD, INC.) Case No. CV14-25-6656
)
Plaintiff,)
)
vs.)
)
PAUL WOODS, AN INDIVIDUAL, AND)
DOROTHY OGREN, AN INDIVIDUAL,)
)
)
Defendants.)
_____)

REPORTER'S TRANSCRIPT ON APPEAL

BE IT REMEMBERED, that the above-entitled matter came on
regularly for hearing on June 25, 2025, before the
Honorable Thomas W. Whitney, District Court Judge.

APPEARANCES:

For the Plaintiff
Pro Se

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REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)


I, Kimberly R. Hofkins, Official Court Reporter, Certified Shorthand Reporter, Registered Professional Reporter, County of Canyon, State of Idaho, hereby certify:

That I attended the proceedings in the above-entitled matter and reported in shorthand the testimony adduced and proceedings had thereat;

That thereafter, from the shorthand record made at said proceeding, a transcript of the said proceeding was prepared at my direction;

That the foregoing pages constitute said requested transcript and that said transcript contains a full, true, and accurate record of the proceedings had in the above and foregoing cause, which was heard at Caldwell, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November 2025.



Kimberly R. Hofkins, RPR
Official Court Reporter
Idaho CSR No. 703

IN THE SUPREME COURT OF THE STATE OF IDAHO

BYRON SANCHEZ, PRESIDENT AND
PASTOR OF SEVENTH DAY CHURCH
OF GOD, INC.

Plaintiff-Appellant,

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NOTICE OF LODGING

Received from Kimberly R. Hofkins, Official
Court Reporter of the above-entitled action, and lodged
with me this 4th day of November 2025, the original and
three (3) copies of the Reporter's Transcript on Appeal.

RICK HOGABOAM, Clerk
of the District Court.

Deputy Clerk

1 CALDWELL, IDAHO

2 June 25, 2025

3
4 THE COURT: Go ahead and be seated. Thank you.
5 All right. Let's go on the record, please.

6 Mr. Sanchez, wait -- are you Byron Sanchez?

7 THE DEFENDANT: Yes, sir.

8 THE COURT: Okay. Sir, wait until you have
9 instruction from the deputies to go up and have a seat
10 at counsel table. Once you get that instruction from
11 the deputies, you can do that.

12 All right. This is Case CV14-25-6656. It's
13 Byron Sanchez versus Dorothy Ogren and Paul Woods.
14 This case is set for a hearing today on Mr. Sanchez's
15 motion for a temporary restraining order.

16 Now, Mr. DeFord is here represented the
17 defendants. And you have Ms. Ogren with you. Is that
18 right?

19 MR. DEFORD: I have, Judge. And I have to object
20 to any further proceedings today because Mr. Paul Woods
21 actually lives in Texas.

22 THE COURT: Got it. Okay.

23 MR. DEFORD: And he wasn't personally served. He
24 just received it by mail yesterday.

25 THE COURT: Got it. Okay. Do you want me to

1 start Zoom? Would he want to be participating by Zoom?

2 MR. DEFORD: He actually is not a computer guy.
3 So he would prefer if we move this to a different date
4 if we need to. I've got access through a daughter -- I
5 believe it's through a daughter or some family member
6 that can help him with Zoom.

7 THE COURT: Okay. All right. Thank you very
8 much, Mr. DeFord.

9 Now, I do see that there was recently filed
10 the objection to the motion for temporary restraining
11 order.

12 Mr. Sanchez, did you want to make any
13 argument on your motion for the temporary restraining
14 order, sir?

15 MR. SANCHEZ: Yes, I would. One of the primary
16 issues is that, you know, there are some pretty serious
17 allegations of fraudulent activity here. And, you
18 know, of course anybody can allege anything. But with
19 that said, I mean we're talking about the sale of a
20 property. And once it's sold, I mean, it's sold. Then
21 what we're talking about is the recovery of some kind
22 of monetary thing which is not what I'm after at all.
23 All I want is for the church to remain open.

24 And so if they're allowed to proceed without
25 some sort of a restraining order, then they will have

1 the ability to -- unchecked they will have the ability
2 to sell the property, and then now we're just talking
3 about some kind of monetary compensation which frankly
4 I'm not that interested in. I just want to see my
5 church congregation maintained. That's all.

6 THE COURT: Okay. All right. Thank you,
7 Mr. Sanchez.

8 Mr. DeFord, I have read your objection. We
9 are going to go forward today. I understand that
10 you're concerned about Mr. Woods not having notice.
11 But I've considered the objection, and I do think it's
12 something that we can address today. So did you want
13 to make any oral argument in response?

14 MR. DEFORD: Are we going to present evidence
15 today as well, Judge? So are we doing this in the form
16 of -- I'm sorry. Are we doing this in the form of an
17 opening statement, or is this just strictly argument?

18 THE COURT: We're not going to have any evidence.
19 I'm going to make a decision based just on what's been
20 filed.

21 MR. DEFORD: Just on what's been filed. Okay.
22 Let's start with the premise that we have an
23 indispensable party who has not been made a part of
24 this case, namely the church itself.

25 If Mr. Sanchez is here in behalf of the

1 church, he should be doing this in essence as a
2 corporate derivative action in the name of the church
3 or something like that. That's one argument.

4 Number two, he was terminated as a pastor of
5 the church. And you can see one of the reasons why.
6 He's right now in the custody of the Department of
7 Correction. And when we're dealing with termination of
8 pastors, there is a doctrine that the US Supreme Court
9 has adopted, and that's the ecclesiastical abstention
10 doctrine. This court can't deal with the termination
11 issues dealing with a pastor.

12 With respect to a church, a national church
13 versus a local church arguing over property, namely a
14 church building, the courts are permitted to get
15 involved in that, to resolve that dispute as to
16 ownership of the real property. This is nothing like
17 that.

18 And I'm really not sure what the rest of his
19 arguments are. We presented sufficient evidence to
20 show that everything we've done in a corporate setting
21 has been done properly. So with that we ask the court
22 to deny the temporary restraining order and to dismiss
23 the case today.

24 THE COURT: Okay. Thank you very much,
25 Mr. DeFord.

1 Mr. Sanchez, did you want to make any
2 rebuttal argument to what Mr. DeFord --

3 THE DEFENDANT: Yes, I would, sir.

4 THE COURT: Now, I don't want to hear anything
5 new. Just rebuttal to what Mr. DeFord argued if you
6 would like, sir.

7 MR. SANCHEZ: Yeah. Would you like my to rise,
8 sir?

9 THE COURT: If you're comfortable. Whatever is
10 more comfortable for you is okay with me.

11 MR. SANCHEZ: Yeah, I have to disagree with most
12 of what he said. The first thing is is that the notion
13 that I was lawfully dismissed. That's not even
14 possible because of the -- according to the bylaws --
15 can I ask a question of the court and the opposition?
16 Are we allowing the corporate bylaws, the constitution
17 and bylaws of the Seventh Day Church of God to speak
18 for themselves as far as what is the due process of
19 dismissing someone and what's the due process of
20 electing someone? Are those binding in this courtroom?

21 THE COURT: Sir, what I'm going to do is make a
22 decision based on what is in the record before me.

23 MR. SANCHEZ: Okay. Very well, sir.

24 THE COURT: What is in the record before me. And
25 those are part of the record. Now, how those apply

1 legally and how that interacts with the ecclesiastical
2 doctrine that Mr. DeFord has cited I'll address that
3 later.

4 MR. SANCHEZ: Right.

5 THE COURT: But I am going to make a decision
6 based on just what is in the record now before the
7 court.

8 MR. SANCHEZ: Certainly. And just to enter this
9 into the record, if I may, I have addressed the
10 ecclesiastical issues that were brought forward
11 extensively. They sent six accusations. I responded
12 to that with 23 pages of scripture in response to their
13 ecclesiastical objections. And I made sure that I took
14 it to my senior pastor to have him review it before I
15 sent it to the board, which at that time was just Bud
16 Francis L. Weimar. There was no other board member.
17 And so I did respond to that. And there was no
18 authority in place to make that decision. So it wasn't
19 -- none of it was properly done according to the
20 bylaws. So, anyhow, in order to not stray from the
21 scope of the question we're trying to answer, I'll stop
22 there.

23 THE COURT: Okay.

24 MR. SANCHEZ: Let the documentation speak for
25 itself.

1 THE COURT: All right. Well, thank you.

2 Mr. DeFord, anything in surrebuttal?

3 MR. DEFORD: So what he's referring to is
4 precisely what the doctrine of ecclesiastical
5 abstention from the courts is all about. We don't get
6 into the weeds of scriptural interpretation or
7 whatever. We don't get into the weeds of whether or
8 not someone is abiding by the church's bylaws or the
9 church's standards or the church's doctrine. The
10 courts have to stay out of that. That's why we have
11 this separation of church and state under the first
12 amendment, and that's why the Supreme Court has adopted
13 the ecclesiastical abstention in the first place. We
14 just don't want the courts getting involved in the
15 weeds. And that's it, Judge. Thanks.

16 THE COURT: Okay. Thank you very much. Well,
17 the issue before the court today is rather narrow, and
18 it is what Mr. Sanchez termed as a motion for a
19 temporary restraining order or also under the same rule
20 the court could issue a preliminary injunction. Now,
21 the standards for those are very high, very high.

22 So for issuance of a temporary restraining
23 order, I'm looking at Idaho Rule of Civil Procedure
24 65(b)(1)(A). That rule says that, "The court may issue
25 a temporary restraining order without written or oral

1 notice to the adverse party or its attorney only if,
2 (A), specific facts in an affidavit or a verified
3 complaint clearly show that immediate and irreparable
4 injury, loss, or damage will result to the movant
5 before the adverse party can be heard in opposition,
6 and (B), the movant or the movant's attorney certifies
7 in writing any efforts made to give notice and the
8 reasons why it should not be required."

9 So at the start of the case, Mr. Sanchez,
10 you did not meet that legal standard. And so that's
11 why I did not issue the temporary restraining order
12 that you sought because you did not demonstrate clearly
13 immediate and irreparable injury, loss, or damage that
14 would result to the movant, to you, the person who is
15 seeking the restraining order. And also you didn't
16 certify in writing any efforts made to give notice to
17 the other side. So that's why I set the case out for a
18 hearing because it wasn't a case where the law allowed
19 me to issue a temporary restraining order. So I set
20 this hearing today so that both sides would have an
21 opportunity to be heard, to make sure that it's fair to
22 both sides.

23 Because the same rule, Rule 65, of the Rules
24 of Civil Procedure talks about preliminary injunctions.
25 And that's under Rule 65(e). And Rule 65(e) says, "A

1 preliminary injunction may be granted in the following
2 cases." And there are several, and I'll go through
3 them one at a time.

4 So it says, 65(e)(1), "When it appears by
5 the complaint that the plaintiff is entitled to the
6 relief demanded, and that relief, or any part of it,
7 consists of restraining the commission or continuance
8 of the acts complained of either for a limited period
9 or perpetually."

10 And I don't find that that rule is met here.
11 I don't find that when I look at what's been filed in
12 the case that I can say that it appears that you're
13 entitled to the relief demanded. Because as Mr. DeFord
14 arguing, I do find that the church has complied with
15 the bylaws, complied with the things that it was
16 required to do. So I don't find that you're entitled
17 to the relief demanded.

18 Now, it doesn't mean I'm dismissing the
19 lawsuit today. I'll address that separately in a few
20 minutes. But this is a high legal standard here, and
21 you just have not met that because, again, this is a
22 legitimate controversy, and I cannot say today that you
23 are entitled to the relief demanded.

24 I appreciate the arguments about the
25 ecclesiastical abstention doctrine. I'm not getting

1 into interpreting scripture or anything of that type.
2 That's something that is properly left in the United
3 States of America to churches themselves. And so I
4 appreciate the reference to that, and I'm not doing
5 that. I'm simply following the law. But under Rule
6 65(e)(1) you're not entitled to a preliminary
7 injunction.

8 Now, number (2) under 65(e) is, "When it
9 appears by the Complaint or affidavit that the
10 commission or continuance of some act during the
11 litigation would produce waste or a great or
12 irreparable injury to the plaintiff." That's the rule.
13 And, again, I find that that's not met here. I'm
14 considering in the exercise of the court's discretion
15 the totality of the evidence that's already before the
16 court. And I simply don't find that the rule is met
17 here.

18 Even if -- I understand you don't want the
19 church sold. Even if the church is sold, though, it
20 doesn't mean that after you're no longer in custody
21 that you can't continue to meet with people who want to
22 attend services should you be at some point reinstated
23 as pastor or something like that. The building is not
24 the church. The church is the gathering of the human
25 beings. But the sale of the church, which appears that

1 they have the authority to do what they're doing, the
2 sale of the church does not prevent you from continuing
3 the thing that you say that you want most of all, which
4 is for the church to continue.

5 So I don't find that the waste standard or
6 great or irreparable injury to the plaintiff's standard
7 I just don't find that's been met here.

8 Now, Subsection 3 of that Rule 65(e)(3)
9 says, "When it appears during the litigation that the
10 defendant is doing, threatening, or procuring or
11 allowing to be done, or is about to do, some act in
12 violation of the plaintiff's rights, respecting the
13 subject of the action, and the action may make the
14 requested judgment ineffectual."

15 So that's the rule. And, first of all, when
16 I look at the totality of what's been submitted here, I
17 don't find that the defendants are doing anything in
18 violation of your rights. I understand you have an
19 disagreement. That's for the lawsuit itself to
20 determine, what's the outcome of that disagreement.
21 But at this early stage in the case I cannot say that
22 there is proof when I consider everything, particularly
23 the detailed response, the detailed response that was
24 made through Mr. DeFord's office. I cannot find that
25 the defendants are doing anything in violation of your

1 rights. And, again, I don't find that -- even if they
2 were, which again they're not, but even if they were, I
3 don't find it would make a judgment ineffectual. I
4 don't find that. So that part of the rule is not met.

5 Now, 65(e)(4) says, "That a preliminary
6 injunction may issue when it appears by affidavit that
7 the defendant is about to remove or dispose of the
8 defendant's property with intent to defraud the
9 plaintiff."

10 Now, when I read that, when I read that, I
11 don't find that that rule applies in this circumstance.
12 Related to that is my concern about your own property,
13 but that was addressed in the affidavit that was filed.
14 I don't find that these defendants are doing anything
15 to your property that would ultimately deprive you in a
16 way that would make a judgment ineffectual.

17 Now, Subsection 5 of the rule talks about
18 counterclaims. It's just not applicable. I'm not
19 going to take the time to read it because it's not
20 applicable to the case.

21 So it's difficult in most litigation to get
22 either a temporary restraining order or a preliminary
23 injunction because the legal standard is a high one
24 under our law. So your motion is denied. And I'm not
25 going to be issuing either a restraining order, a

1 preliminary injunction, or a temporary restraining
2 order.

3 That doesn't mean the lawsuit is over.
4 Mr. DeFord has filed on behalf of these defendants a
5 motion to dismiss the case. I'm not going to address
6 that today because Mr. Sanchez hasn't had a fair
7 opportunity to address that motion to dismiss.

8 So just as the defendants didn't have a fair
9 opportunity to address the motion for a temporary
10 restraining order without the court setting a hearing,
11 the same way I'm going to make sure that Mr. Sanchez
12 has a fair opportunity to address that motion to
13 dismiss.

14 Now, it is somewhat procedurally complicated
15 because at least one of the defendants hasn't even been
16 served. There has been a general appearance.

17 But at the same time, Mr. DeFord, do you
18 want me to schedule that motion to dismiss now, or do
19 you want me to wait and see if it becomes necessary?

20 MR. DEFORD: I'm not sure how it would not be
21 necessary. So maybe you and I aren't thinking on the
22 same lines there. What do you mean by that, Judge?

23 THE COURT: What if Mr. Sanchez, having not
24 gotten the preliminary injunction, what if he abandons
25 the case and does nothing else?

1 MR. DEFORD: Okay. Perfect.

2 THE COURT: It will be dismissed for inactivity.

3 MR. DEFORD: That's fair. That's fair.

4 THE COURT: Yeah, so I don't know.

5 And, Mr. Sanchez, you don't have to decide
6 today, but that's one legal avenue.

7 So I want to get the case resolved, but at
8 the same time I don't want to drive up costs and
9 expense for either side.

10 So do you have a preference on how to
11 proceed, Mr. DeFord? I can set a hearing on that
12 motion to dismiss if you like, or you can wait.

13 MR. DEFORD: Why don't we wait.

14 THE COURT: Okay. All right. So it's your
15 motion. So when you want to have the motion heard,
16 just contact my judicial assistant, file a notice of
17 hearing, and then we'll get that done.

18 MR. DEFORD: Very well. Thank you, Judge.

19 THE COURT: And so, Mr. Sanchez, if -- I see
20 you're in custody right now. If, for example, a
21 hearing -- say the hearing occurs in August.

22 MR. SANCHEZ: Yes, sir.

23 THE COURT: And you're in the Department of
24 Correction custody, what I'll do is I'll have the
25 hearing occur by Zoom.

1 MR. SANCHEZ: Thank you, sir.

2 THE COURT: I have not had any problems in the
3 past with the Department of Correction making people
4 available for hearings by Zoom. So that everybody will
5 be on the same footing.

6 And we've got observers here today. Anyone
7 can watch a Zoom hearing. So you'll be on Zoom.
8 Mr. DeFord will be on Zoom. His clients will be on
9 Zoom. And so, again, it will be completely fair.
10 Okay.

11 So, Mr. DeFord, is there anything else the
12 defense would like to address today?

13 MR. DEFORD: At this point, no, Judge. Thank
14 you.

15 THE COURT: All right. Mr. Sanchez, anything
16 else you would like to address today?

17 MR. SANCHEZ: I have one more question. And I
18 hope I can get a straight answer from this.

19 I understand that we're going to try and
20 stay out of the ecclesiastical weeds as you described
21 it because obviously -- I mean, how many religions are
22 there out there. Right? So that can go any direction.
23 So I'm obviously not opposed to that.

24 But my one question I did have is are the
25 constitution and bylaws of the Seventh Day Church of

1 God relevant to this case?

2 THE COURT: Well, that's not something I can
3 answer for you today, Mr. Sanchez. And the reason for
4 that is that they are a part of the record. You may
5 argue that they don't matter. Mr. DeFord may argue
6 that they do matter. But that's an issue for me to
7 decide in the future.

8 MR. SANCHEZ: Understand, sir.

9 THE COURT: All I've decided today is are you or
10 are you not entitled to a temporary restraining order
11 or preliminary injunction.

12 MR. SANCHEZ: Okay. Thank you, sir.

13 THE COURT: Okay. All right. Well, Mr. DeFord,
14 thank you. Mr. Sanchez, thank you. Thank you all.

15 And, Ms. Ogren, am I pronouncing your name
16 right?

17 MS. OGREN: You are.

18 THE COURT: Okay. All right. Thank you for
19 coming, ma'am.

20 MS. OGREN: Thank you very much.

21 THE COURT: All right. Court is in recess.

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23 -oo0oo-
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BYRON SANCHEZ, PRESIDENT AND
PASTOR OF SEVENTH DAY CHURCH
OF GOD, INC.

Plaintiff-Appellant,

vs.

PAUL WOODS, AN INDIVIDUAL, AND
DOROTHY OGREN, AN INDIVIDUAL,

Defendants-Respondents,

Docket No. 53289-2025

**Motion for Summary
Judgment Hearing**

TRANSCRIPT LODGED
Date: 11/4/2025

Date: 11/4/2025

R. GEORGE DEFORD, JR.
Nampa, Idaho
Attorney for Defendant-Respondent

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

BYRON SANCHEZ, PRESIDENT AND)
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REPORTER'S TRANSCRIPT ON APPEAL

BE IT REMEMBERED, that the above-entitled matter came on
regularly for hearing on September 12, 2025, before the
Honorable Thomas W. Whitney, District Court Judge.

APPEARANCES:

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Pro Se

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REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF CANYON)


I, Kimberly R. Hofkins, Official Court Reporter, Certified Shorthand Reporter, Registered Professional Reporter, County of Canyon, State of Idaho, hereby certify:

That I attended the proceedings in the above-entitled matter and reported in shorthand the testimony adduced and proceedings had thereat;

That thereafter, from the shorthand record made at said proceeding, a transcript of the said proceeding was prepared at my direction;

That the foregoing pages constitute said requested transcript and that said transcript contains a full, true, and accurate record of the proceedings had in the above and foregoing cause, which was heard at Caldwell, Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November 2025.


Kimberly R. Hofkins, RPR
Official Court Reporter
Idaho CSR No. 703

IN THE SUPREME COURT OF THE STATE OF IDAHO

BYRON SANCHEZ, PRESIDENT AND
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NOTICE OF LODGING

Received from Kimberly R. Hofkins, Official
Court Reporter of the above-entitled action, and lodged
with me this 4th day of November 2025, the original and
three (3) copies of the Reporter's Transcript on Appeal.

RICK HOGABOAM, Clerk
of the District Court.

Deputy Clerk

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CALDWELL, IDAHO

September 12, 2025

THE COURT: All right. Let's go to then what was scheduled to be the last case on the docket, and that's Byron Sanchez versus Dorothy Ogren and Paul Woods. And that's CV14-25-6656.

And so, Mr. Sanchez, wait until you have instruction from the deputies. Once you have that, you can go have a seat at one of the tables.

And, Deputy, choose which table you prefer. It's fine.

All right. So Mr. Sanchez is here representing himself, and Ms. Ogren is here with her attorney, Mr. DeFord.

And then is Mr. Woods on Zoom, Mr. DeFord? Do you know?

MR. DEFORD: Judge, I can address that.

THE COURT: Okay.

MR. DEFORD: He called me last week and said he cannot figure out how to do the computer. He lives in Texas. He says he can't make it here quickly enough. So I invited him to remain in Texas, and I would handle it from here without his presence.

THE COURT: Okay. That's totally fine. I just

1 wanted to make sure that we have had him on Zoom
2 watching if that's what he would like to do.

3 So CV14-25-6656. There are a number of
4 things pending today. There is first the Plaintiff's
5 Rule 56(d) request to defer summary judgment. That was
6 included in the response that Mr. Sanchez filed. There
7 is also the Plaintiff's July 18, 2025, Motion to
8 Reconsider the court's prior ruling denying temporary
9 retraining order or other injunctive relief to the
10 plaintiff. There's then the Defendants' August 12th,
11 2025, Motion for Summary Judgment and the Defendants'
12 July 28th, 2025, Motion to Quash the lis pendens.

13 So we're going to start with the Rule 56(d)
14 request by Mr. Sanchez to defer the summary judgment
15 hearing today.

16 And so, Mr. Sanchez, did you want to make
17 any oral argument on that?

18 MR. SANCHEZ: Yes. Just I am handicapped here.
19 Please allow me to locate my --

20 THE COURT: That's fine. And you included it on
21 page 3 of your response --

22 MR. SANCHEZ: Right.

23 THE COURT: -- to the motion for summary
24 judgment.

25 MR. SANCHEZ: Well, I think the most important

1 argument that needs to be made regarding that as far as
2 the Rule 56(B) is that all of the facts are disputed.
3 I mean, there are all kinds of things in this as far as
4 the summary judgment goes -- and correct me if I am
5 wrong, but in order for there to be a summary judgment
6 the facts are not supposed to be in dispute. And there
7 are all kinds of factual issues. I mean, the date on
8 which I was allegedly fired they can't even get that
9 straight. There are like five different dates when I
10 was supposedly fired, and that's without even
11 addressing the fact of whether or not they can fire
12 somebody who was never an employee.

13 So I don't -- I don't see how that motion
14 can even stand when all of the facts are being disputed
15 or the majority of them. I won't say all. That would
16 be oversweeping.

17 THE COURT: Anything else, sir?

18 MR. SANCHEZ: No. That's okay. I'll stand on
19 arguments in the documents since I'm having difficulty
20 locating it.

21 THE COURT: Okay. Mr. DeFord, what's your
22 clients' oral argument on the motion to defer?

23 MR. DEFORD: On the motion to defer, Judge -- may
24 I stay seated? Or would you prefer that I stand?

25 THE COURT: Whichever is fine. That is totally

1 fine.

2 MR. DEFORD: I can do either one.

3 Judge, I haven't heard any actual basis,
4 legal basis or factual basis why this court should
5 defer or reset this hearing for a different date.

6 And interestingly enough he just
7 acknowledged that he was not an employee of the church,
8 which is interesting based on the complaint and
9 everything else that has been filed in this matter.

10 I want to go forward with this. My clients
11 wish to go forward on this. We've had a sale of the
12 building already stopped/terminated. There is another
13 potential buyer for the building. The church has no
14 further moneys. The church -- the church has been
15 shuttered. So there are no more donations coming in.
16 The bank account is nearly empty. So we can't even pay
17 taxes and those kinds of things as they come due. We
18 just need to get this done so we can use the proceeds
19 from the sale for other things.

20 THE COURT: Okay. Mr. DeFord, thank you very
21 much.

22 Mr. Sanchez, is there anything you would
23 like to argue in rebuttal to what Mr. DeFord just
24 argued? Nothing new, please, just rebuttal.

25 MR. SANCHEZ: Yes, just on that new topic, Your

1 Honor. Yeah, I think I need to clarify what I meant by
2 not being an employee of the church. I would defy
3 anybody to come up with any kind of an employment
4 agreement between me and the church. I was appointed
5 as the pastor and the president of the church and have
6 faithfully fulfilled that role for the entire time that
7 I was there.

8 And there's never been a check written to me
9 to pay me for anything. There was a donation made to
10 another church organization, the Growing Church of God,
11 that was considered a love offering for the service
12 that I provided at the church. And so I guess the
13 point that I was trying to make is that if I'm -- if I
14 am the executive officer of the church by appointment,
15 who is Dorothy Ogren or Paul Woods, who are just
16 members of the organization, to fire me. By what
17 authority would they be firing me when I'm not their
18 employee? Does that make sense, sir?

19 THE COURT: Well, Mr. Sanchez, I'm not going to
20 comment as you make your argument. That's not the
21 purpose for you and me to have a colloquy. I just want
22 to hear what your position is.

23 MR. SANCHEZ: Okay. Yeah, and my position is --

24 THE COURT: Well, Hold on. Don't interrupt me.

25 MR. SANCHEZ: Oh, I apologize, sir.

1 THE COURT: Because it makes it impossible for
2 the court clerk to get everything down. So I just want
3 to make sure you have an opportunity to hear what
4 Mr. DeFord says and then respond to that.

5 So I don't want to cut you off if you've got
6 other response to what Mr. DeFord argued. You can tell
7 me.

8 MR. SANCHEZ: Yes. Well, he was the one that
9 said that I just admitted that I wasn't an employee.
10 That's the reason why I commented on that.

11 THE COURT: All right.

12 MR. SANCHEZ: And the other thing is is that one
13 of the -- one of the requirements for summary dismissal
14 of a case and then to go ahead and make a ruling on it
15 is that the facts are not in dispute. And there are
16 all sorts of facts that are in dispute, hence, all the
17 filings.

18 THE COURT: Okay. All right. Mr. Sanchez, thank
19 you very much. Well, the applicable rule is Idaho Rule
20 of Civil Procedure 56(d), D as in dog. And the
21 relevant part of the rule says this, "If a nonmovant
22 shows by affidavit or declaration that for specified
23 reasons it cannot present facts essential to justify
24 its opposition, the court may, (1), defer considering
25 the motion or deny it, (2), allow time to obtain

1 affidavits or declarations or to take discovery, or
2 (3), issue any other appropriate order."

3 And so first of all the court does perceive
4 the rule as one of discretion. I'm familiar with
5 what's been filed in the case and how long the case has
6 been pending. It's not been pending for years like
7 some other litigation. But in terms of what's going on
8 here, the nature of this dispute, it's been pending a
9 long time. The essence of this dispute has been well
10 presented to the court. There are sufficient facts.
11 So I don't find that there is a reason to defer the
12 motion for summary judgment. And also I don't find
13 that the rule has been satisfied, and that is for the
14 nonmoving party to show by affidavit or declaration
15 that for specified reasons it can't present facts
16 essential. I just don't find that to be the case here.

17 Mr. Sanchez argues what he believes is
18 disputed. But at the same time, those facts, the other
19 facts surrounding the transaction, the circumstances of
20 the case, those have been well presented by both sides
21 over a period of months which is sufficient for a case
22 of this type.

23 So the motion is denied. And we are going
24 to go forward with the defense motion for summary
25 judgment. That's going to be the next thing. I know

1 there are other things pending, but the next thing
2 we're going to go to is Mr. DeFord's August 12, 2025,
3 Motion for Summary Judgment filed on behalf of
4 Ms. Ogren and Mr. Woods.

5 And so, Mr. DeFord, you may argue your
6 motion.

7 MR. DEFORD: All right. Thanks, Judge. I was
8 actually going to suggest that the court take the other
9 matter up first, the motion to quash the lis pendens,
10 but it may be enveloped in the motion for summary
11 judgment.

12 Both of Mr. Sanchez's claims in his
13 complaint are for equitable relief. But, again, the
14 entire premise of his complaint appears to be a
15 wrongful termination or a termination of employment or
16 a breach of contract for employment type of issue which
17 is not the type of action that you do in equity. And
18 these are both -- both of his claims were for equitable
19 relief. He has not claimed any legal remedies and no
20 claim for damages either.

21 So with respect to the temporary restraining
22 order or the preliminary injunction, the court has
23 already ruled on that motion way back in June. In that
24 -- in that ruling this court determined that
25 Mr. Sanchez had failed to meet the Rule 65 criteria

1 that are necessary for an injunction. And without
2 digging into the weeds too much, this court determined
3 that Mr. Sanchez could not show that either he was
4 deserving of any sort of relief or that Mr. Woods and
5 Ms. Ogren, who are individuals, they're not the church,
6 that they did any harm to Mr. Sanchez. And there are
7 other issues that the court dealt with as well. But
8 that's how I perceived the court's ruling.

9 And moreover because of his actions, his own
10 personal actions, he's incarcerated. No employer is
11 required to maintain such an individual on the payroll,
12 nor in any decision-making position during
13 incarceration. That would make absolutely no sense.

14 And here we're dealing with a church that
15 has a higher law, so to speak, to apply and to live by.
16 And when we have someone who is incarcerated for
17 certain deeds and certain actions by the Department of
18 Correction, that flies in the face of what the church
19 stands for.

20 And, in fact, because of his incarceration
21 he is totally and wholly incapable of and unable to
22 produce anything for his employer. And, again, the
23 employer would be the church. It would not be
24 Mr. Woods, and it would not be Ms. Ogren.

25 So based on the court's prior rulings and on

1 the basis that Mr. Sanchez has not produced any new or
2 sufficient evidence on the temporary restraining order
3 and preliminary injunction, we believe very strongly
4 that that claim, that count, should be dismissed.

5 With respect to the declaratory relief,
6 again I believe very strongly that this is a disguised
7 employment contract dispute. He may -- I'm not even
8 sure where he gets his information from. But this is
9 totally an employment dispute, and the court does not
10 have the authority to place these parties, namely
11 Mr. Sanchez, Dorothy Ogren, and Paul Woods in an
12 employer/employee relationship.

13 THE COURT: Because they were never his employers
14 anyway.

15 MR. DEFORD: Right. And that's precisely the
16 argument I'm making is these are individuals that have
17 nothing to do with Mr. Sanchez and with his concerns,
18 with his dispute, with his disagreement with the
19 termination of that employment.

20 And even if there were, he has available
21 damages claims, and he hasn't made that. So the court
22 must dismiss that claim as well.

23 And, furthermore, at best, even if we could
24 extrapolate and pull these two people into this
25 proceeding, Mr. Sanchez was at best an employee

1 at-will. He has shown no contract, nothing that shows
2 that he has any right as an employee or as any sort of
3 a policymaker or decision maker. And, moreover, as I
4 put in my briefing, his claim is moot because he's in
5 prison. He's not in a place where he can help this
6 church. And, in fact, the church, as I've indicated,
7 is no longer operational. It's shuttered its doors.
8 It's attempting to close up shop, so to speak, take the
9 proceeds from the sale of the real estate, and use them
10 for other purposes, namely humanitarian and
11 missionary-type purposes.

12 And of course I touched on this in June on
13 our TRO hearing. That's the issue or the
14 constitutional doctrine of ecclesiastical abstention.
15 This court has to refrain from any involvement with
16 church doctrine and church administration matters. I
17 know that Mr. Sanchez has produced significant numbers
18 of cases. Not one of them deals with administration of
19 church or church doctrine. Every single one of those
20 cases that have been produced very clearly are between
21 a national church and a local church with respect to
22 ownership of real estate. This is not one of those
23 cases.

24 And in support of that we've got the SCOTUS
25 ruling, the Hosanna-Tabor Evangelical Lutheran Church

1 versus the EEOC, that 2012 Supreme Court case. So in
2 conclusion this court has to dismiss because there's no
3 genuine issue of material fact with respect to those
4 two claims that he has brought. And so as a matter of
5 law this court has to dismiss the case and grant
6 summary judgment. Thank you.

7 THE COURT: All right. Mr. DeFord, thank you
8 very much.

9 All right. Mr. Sanchez, did you wish to
10 make any oral argument in opposition to Mr. DeFord's
11 motion for summary judgment?

12 MR. SANCHEZ: Yes, I would. They keep saying
13 that I'm an employee. And the one thing that continues
14 to come up, and the thing that I asked this court
15 during our first hearing, was whether or not the bylaws
16 of the church were binding. Now, we're talking about
17 the bylaws. We're not talking about ecclesiastical
18 matters. We aren't talking about anything other than
19 corporate governance here. Okay. And the fact of the
20 matter is is that neither Paul Woods nor Dorothy Ogren
21 according to the bylaws of the church can possibly be
22 in roles that they are claiming to be in. And by
23 virtue of that neither one of them have the authority
24 to terminate my position without going through the
25 proper channels. And the proper channels are outlined

1 in the bylaws. There's a proper procedure for taking
2 me out of office.

3 Now, if they wanted -- if, number one, had
4 they been actually on the board of directors, either
5 one of them, had either one of them actually been on
6 the board of directors -- and they were not -- had
7 either one of them been on the board of directors then
8 they could have followed the procedures in the bylaws
9 to have me removed. Okay. There's no problem with
10 that.

11 And when there were complaints brought to
12 me, and they asked me to resign because they lacked the
13 authority to fire me, when they asked me to resign, I
14 refused to resign because they weren't following the
15 procedures. And I was the one that requested that they
16 follow the procedures and bring the matter in front of
17 the congregation as per the bylaws. Okay.

18 The matter went in front of the church.
19 Some of the people that were in the meeting are here
20 now. The matter went in front of the church, and the
21 matter was heard. And at the end of those meetings, as
22 represented in the affidavits, right -- I have
23 affidavits there. Do I need to quote them, or can we
24 just rely on them being in the record? According to
25 the affidavits, the only person in the congregational

1 meeting that was in favor of my termination was Dorothy
2 Ogren. She was the only one that was in favor of my
3 termination.

4 Well, the rest of the congregation was not.
5 They reprimanded me for some of the personal issues
6 that I had been having because I did air my own dirty
7 laundry in front of the congregation, and I was the one
8 that called the meeting. They didn't call the meeting.
9 And my senior pastor was there as well, which was
10 following the proper guidelines of the bylaws.

11 So the matter wasn't concluded. And it was
12 supposed to be scheduled for a later date. That later
13 date never came. It was cancelled before the
14 congregation took a vote. It was cancelled by Dorothy
15 and Francis Bud Weimar. They cancelled it because Bud
16 claimed he was having a nervous breakdown.

17 So the procedure was never followed is the
18 point. And it was only after the fact that it was
19 brought to light that Paul Woods and Dorothy Ogren, who
20 according to the bylaws cannot be board members, had
21 gotten together with Randy Sedlacek who had already
22 resigned back in February, and they had decided that
23 they were going to fire me.

24 Well, the only person in that meeting -- I
25 wasn't present at that meeting. And the only evidence

1 that that meeting occurred are backdated documents. I
2 wasn't in the meeting. The only evidence is backdated
3 documents. And some of them so obvious when Randy
4 Sedlacek, when he signed his, the document at the
5 heading of it is dated one date, and his date on his
6 signature is a couple of month later. So it's obvious
7 that the thing was backdated. It's on the face of it.

8 The point is is that they did not have the
9 authority, nor did they follow the bylaws in order to
10 have me removed. Had they followed the bylaws and had
11 the congregation made the decision to have me removed,
12 I would have went by their wishes. I don't have
13 anything to gain by remaining the pastor personally as
14 far as for my own advancement as far as money and
15 prestige. Remaining as the pastor of that little
16 church does not benefit me monetarily. It doesn't
17 benefit me in prestige. The only reason I'm doing this
18 is I made an oath before God that I would be a shepherd
19 and a pastor of that church. And I can't be the
20 shepherd and the pastor of a church that two people
21 want to sell out from under all the rest of the
22 congregants.

23 And there's also a misrepresentation that
24 there were only 15 people there. There were 150 people
25 that came in and out of that church. It wasn't -- one

1 of the -- the evening group with Russ Maples -- Russ is
2 here in the crowd. He has a regular attendance of
3 about 70 in the evening. And I make sure I'm there at
4 those meetings, and I make sure that I'm there at the
5 midweek bible studies that they have in the building.
6 So this doesn't --

7 THE COURT: Not right now. You're not saying
8 you're doing that right now?

9 MR. SANCHEZ: No. Obviously I'm in jail and
10 awaiting arraignment on a misdemeanor charge. That's
11 what I'm in jail for. I'm waiting arraignment on a
12 misdemeanor charge, and then parole will make a
13 determination as to what they want to do with me.

14 THE COURT: So you've got a parole hold as well?

15 MR. SANCHEZ: Yes, I do. And it's a parole hold
16 that the congregation was well aware of four years ago
17 when I started preaching there. One of the first
18 things I told them about was the fact that, yep, I'm
19 fresh out of prison. In fact, the people that
20 recommended me to go preach there had visited me in my
21 prison ministry when I was in prison.

22 So there's no mystery about me having some
23 sort of a criminal past or having been in jail. That's
24 -- there's some kind of -- they're pretending like this
25 is some kind of a surprise, and it's not.

1 THE COURT: Well, I don't think that's what
2 Mr. DeFord is saying. I think he's saying it's
3 factually moot because you are in the custody of
4 Department of Correction so you can't --

5 MR. SANCHEZ: Well -- I apologize, sir.

6 THE COURT: You can't I think --

7 MR. SANCHEZ: Yeah, and I (Indiscernible.
8 Overlapping speech.)

9 THE COURT: Hold on, sir. Let me clarify for
10 you. I understand. He's going to have a chance to
11 argue again. But I understand what Mr. DeFord to be
12 saying is that you cannot be what you describe as
13 shepherding pastor when you're simply unavailable to be
14 at the church.

15 MR. SANCHEZ: Okay.

16 THE COURT: So go ahead.

17 MR. SANCHEZ: Yes, sir. I was able to contribute
18 to the general counsel of the Churches of God for
19 six years while I was in prison. I was an editor and
20 contributor to ACTS Magazine for the entire time I was
21 in there. I was teaching Bible study classes that I
22 had wrote and had typed up and were going out. So
23 there are things that I can do from here, first of all.
24 And, second of all, their argument in my opinion is
25 moot because they had already locked the doors, had

1 already decided to close the church and lock the doors
2 before they sent me to jail. They made the anonymous
3 tip to parole to come search my place of residence and
4 figure out a way to get me sent to jail. And the
5 original reason was because I was living in the church
6 building that they told me it was perfectly fine for me
7 to live in. So that was the original reason for their
8 visit.

9 And then once the law officer got there,
10 it's true -- and I hang my head in shame -- I was
11 drinking a beer when they got there which is against my
12 parole rules. And I violated parole. I was drinking a
13 beer when my parole officer showed up. And so rather
14 than cite me for being -- changing residence, which he
15 already knew about, instead he wrote me up for drinking
16 the beer. So that's as simple as that gets.

17 But the point is is that they had sent me
18 what I believe is a completely fraudulent eviction
19 notice because it wasn't done by a judge or properly
20 served by a sheriff and then immediately afterwards
21 called my parole agent to come and arrest me with
22 anonymous tips that, oh, Mr. Sanchez is doing stuff we
23 don't like; you should go pay him a visit. I was doing
24 stuff he didn't like. So here I sit awaiting a
25 decision from -- I haven't even been arraigned in

1 Washington County. So I've just been sitting here for
2 the last five months collecting dust.

3 THE COURT: All right. Anything else then,
4 Mr. Sanchez?

5 MR. SANCHEZ: Not at this time.

6 THE COURT: All right. Mr. DeFord, any rebuttal
7 argument? Nothing new, please, just rebuttal if you
8 like.

9 MR. DEFORD: No. I'm just going to address what
10 he said. There's nothing in the record to support that
11 entire argument that he just made. He put an entire
12 new set of facts into the record, but they're not
13 supported by any sort of affirmation or acknowledgment.
14 That's all new information, new facts, which we would
15 dispute. But regardless, they're not even important or
16 genuine material, genuine or material facts to this
17 particular matter.

18 Another point there's nothing improper with
19 a backdated resolution. And I think that's what he was
20 referring to. There's absolutely nothing improper
21 about backdating a resolution or preparing a resolution
22 that refers to an act that took place earlier.

23 And, in fact, that resolution to which he is
24 referring specifically is supported by the notes of the
25 secretary that was at that meeting that indicated this

1 is what we did, this is what we decided. And that's
2 back in our TRO objection back in -- oh, I don't
3 remember when we filed that, but it was for the
4 June 25th hearing.

5 Back to the point that I was making, that
6 this is between one individual and two individuals.
7 Mr. Sanchez indicated very specifically just a few
8 moments ago there is no benefit to me personally. That
9 is actually the very point or one of the very points
10 we've been trying to make all along is he is not the
11 real party in interest. If he is doing this on behalf
12 of the church, then he needed to do some sort of a
13 derivative action, which he did not do. If he is suing
14 the church, then he needed to sue the church
15 specifically for the actions that were taken against
16 him, not Dorothy and Paul as members of the
17 administration of the church. And I believe that is an
18 admission that he is not the right party to this type
19 of action.

20 Oh, back to the corporate governance issues
21 that he keeps referring to in all of his briefing. He
22 refers to these bylaws. And the bylaws to which he has
23 referred all along are 2002 bylaws to a completely
24 different organization which was responsible for
25 printing and publishing tracks and magazines that this

1 church assembled. The church had prepared this
2 separate corporate entity, and that entity ran out of
3 money and has been out of commission I believe it was
4 since 2013. We put it in our earlier briefing on the
5 TRO. But it hasn't been in business for over 10 years.
6 And he keeps referring to those as the bylaws. Those
7 are not the bylaws to the church.

8 So because he has not produced the actual
9 bylaws his only claim would be under the code, under
10 the nonprofit organizations code. And we've already
11 discussed that ad nauseam in the briefing as well.

12 All right. I think that's all I have,
13 Judge. Thank you.

14 THE COURT: All right. Mr. DeFord, thank you.

15 Mr. Sanchez, anything in surrebuttal, sir?
16 And just if you want to respond to what Mr. DeFord just
17 said, you can go ahead and do that, but nothing new.

18 MR. DEFORD: Yes, please. First of all, that's a
19 mischaracterization of those bylaws. Those bylaws are
20 the ones that when I was ordained I was given a copy of
21 those 2002 bylaws when we sat down in the first board
22 meeting, and I was told that I needed to read them, and
23 they needed to know whether or not I agreed to follow
24 them.

25 Now, I do understand that -- one thing I

1 need to point out as well is, okay, you're saying that
2 these are not the bylaws, well, where are the bylaws
3 then? I know I can't find them. And I know you can't
4 find them because I don't believe they exist. The
5 bylaws that govern that church are the ones that I
6 presented in this courtroom.

7 And that organization at that time was the
8 overarching organization over a number of churches, and
9 it remains the bylaws for the local church. That's the
10 reason why they gave them to me to read. Because it
11 was an overarching organization that included the
12 Apostolic Church of God and several other churches, one
13 of them up in Republic, Washington, another one
14 somewhere else. And those were the overarching bylaws
15 for all of those local churches.

16 Because if you read the bylaws, it talks
17 about how do you take care of matters at a local level.
18 And then if you need to appeal them, how do you take
19 them up to a higher level. So they do apply. There
20 aren't any other bylaws that would apply.

21 And then as far as the printing and
22 publishing arm of things, I've been printing and
23 publishing the Herald of Truth Magazine from that
24 office at that church for several months, close to
25 six months. They've got -- we've got a website. We've

1 got magazines. And so for them to say that those --
2 that those bylaws don't apply while we're actually
3 publishing the magazine that the bylaws tell us we're
4 supposed to publish is a little bit ludicrous to me.

5 And the more important thing is is those
6 bylaws weren't followed. And Paul Woods is one of the
7 signers of those bylaws. So he knows what those bylaws
8 says. His signature is right there on them. He's
9 aware of what they are. And they're the only bylaws
10 that were ever presented to me and the only bylaws that
11 I can conceivably operate under.

12 So this notion that they're completely
13 irrelevant, then what bylaws are we operating under if
14 it isn't those, the ones that I had presented to me by
15 the legitimate board of directors.

16 THE COURT: All right. Mr. Sanchez, thank you
17 very much.

18 And so, Mr. DeFord, Mr. Sanchez. I
19 appreciate your arguments. I am going to make a ruling
20 today. I prepared. But I do want to compare my notes
21 to what you have argued today and make sure that I'm
22 addressing everything that is necessary for the court
23 to address today. But I am going to rule today. We're
24 going to take a 10-minute recess. We'll come back.
25 I'll rule on the motion for summary judgment. So court

1 is in recess for 10 minutes.

2 (Recess taken.)

3 THE COURT: Go ahead and be seated. Thank you.
4 All right. Let's go back on the record, please.

5 We are continuing in Byron Sanchez versus
6 Dorothy Ogren and Paul Woods. It's CV14-25-6656.
7 Mr. Sanchez is again here representing himself.
8 Mr. DeFord is again here representing both defendants.
9 And Ms. Ogren is here in the courtroom with Mr. DeFord
10 at counsel table.

11 So the court is ruling today on the
12 Defendants' August 12, 2025, Motion for Summary
13 Judgment. I'm going to start with the undisputed
14 facts. First, Mr. Sanchez filed this action seeking a
15 declaration by the court that, one, he is the lawful
16 president and officer of the Seventh Day Church of God
17 Incorporated. Two, the Articles of Amendment filed on
18 April 25, 2025, are void and without legal effect.
19 Three, the defendants be enjoined from acting in any
20 leadership capacity within the church or accessing
21 church property or assets. Four, that he's entitled to
22 monetary damages for wrongful and unlawful eviction
23 from church owned property, including emotional
24 distress and loss of property. And, five, the
25 remainder of the board be prohibited from selling the

1 real property owned by the church.

2 And I take those undisputed facts from the
3 complaint and the motion for temporary restraining
4 order.

5 Mr. Sanchez was appointed as
6 pastor/president and trustee for the Church of God
7 Apostolic of Idaho Incorporated in the summer of 2023.
8 The Church of God Apostolic of Idaho Incorporated was
9 incorporated on March 29th of 1951. On March 2nd of
10 1992 the Seventh Day Church of God Incorporated was
11 incorporated. The entity was created for the sole
12 purpose of publishing religious literature for the
13 parishioners and congregates of the Church of God
14 Apostolic of Idaho.

15 On August 20th, 2002, the Seventh Day Church
16 of God Incorporated revised its constitution and
17 bylaws. The revised constitution and bylaws of the
18 Seventh Day Church of God Incorporated form the basis
19 for many of Mr. Sanchez's claims. The Seventh Day
20 Church of God Incorporated was administratively
21 dissolved on June 12th of 2013. The Church of God
22 Apostolic Incorporated changed its name to the Seventh
23 Day Church of God Incorporated during the trustee
24 meeting on March 9th of 2025.

25 Sometime in early April 2025 one or more

1 members of the congregation became dissatisfied with
2 Mr. Sanchez's performance as pastor. They felt that
3 Mr. Sanchez's actions and/or teachings were in
4 disagreement with the church's established doctrine and
5 administration.

6 Mr. Sanchez became aware of these concerns
7 in late April of 2025. The Board of Trustees for the
8 church met on April 24, 2025. At this meeting the
9 board formally terminated Mr. Sanchez as pastor and
10 president of the church. There's disagreement as to
11 the legitimacy of the April 24, 2025, meeting, but all
12 parties impliedly agree that by late April 2025 the
13 congregation had voiced concerns regarding
14 Mr. Sanchez's conduct. Specifically it was
15 Mr. Sanchez's consumption of alcohol while on parole
16 and his views on religious doctrine.

17 On April 25th of 2025 Articles of Amendment
18 were filed with the Secretary of State's office
19 reflecting the removal of Mr. Sanchez as president.

20 On April 27th of 2025 Mr. Sanchez called a
21 church-wide meeting to address the concerns of the
22 congregation related to his drinking of alcohol.
23 Mr. Sanchez was served a 30-day notice to vacate the
24 church property on May 13th of 2025. Mr. Sanchez had
25 been residing on the property since his appointment as

1 pastor and president in 2023.

2 Mr. Sanchez was arrested on an alleged
3 parole violation on May 13th of 2025. Mr. Sanchez's
4 personal property was removed from the church on or
5 around May 18th of 2025 with the assistance of Wesly
6 Higgins, Krista Church, that's K-r-i-s-t-a. And Wesly
7 is without an e. It's W-e-s-l-y Higgins, Krista
8 Church, Rich and Sara Baer, B-a-e-r, and Virgil
9 Sanchez.

10 There remain questions as to where
11 Mr. Sanchez's tilt-bed trailer was moved as well as
12 regarding various items of personal property, but all
13 parties agree that as of July 25th, rather July of 2025
14 all of Mr. Sanchez's personal property had been
15 relocated from the church property.

16 Mr. Sanchez filed a lis pendens against the
17 real property located at 1325 East Denver Street,
18 Caldwell, Idaho, on July 21st of 2025, seeking to
19 prevent the sale of the real property. The current
20 owner of the real property located at 1325 East Denver
21 Street is Seventh Day Church of God Incorporated.
22 Notably that entity, the owner of the real property, is
23 not a party to this litigation.

24 Now, let me move to the applicable law.
25 Summary judgment is proper when the pleadings,

1 depositions, and admissions on file, together with the
2 affidavits, if any, show that there is no genuine issue
3 as to any material fact, and that the moving party is
4 entitled to judgment as a matter of law.

5 That statement of the law comes from both
6 Idaho Rule of Civil Procedure 56(c) and also the 2023
7 Idaho Supreme Court case Bronco Elite Arts and
8 Athletics, LLC, versus 106 Garden City, LLC. And the
9 citation is 172 Idaho 506; 534, P.3d 558. The pin cite
10 there is page 565 of the Pacific Third Reporter. Again
11 that's a 2023 Idaho Supreme Court case.

12 In a motion for summary judgment the court
13 should liberally construe all facts in favor of the
14 nonmoving party and draw all reasonable inferences from
15 the facts in favor of the nonmoving party.

16 That statement of the law comes from the
17 same case, the Bronco Elite Arts and Athletics versus
18 106 Garden City case. And certainly here the court has
19 done that. All facts have been construed in favor of
20 Mr. Sanchez as the nonmoving party, and all reasonable
21 inferences from the facts have been drawn in favor of
22 the nonmoving party, that is, Mr. Sanchez.

23 Summary judgment must be denied if
24 reasonable persons could reach differing conclusions or
25 draw conflicting inferences from the evidence

1 presented. That well-known statement of the law comes
2 from the 2023 Idaho Supreme Court case Tidwell,
3 T-i-d-w-e-l-l versus Blaine County, 537 P.3d 1212. And
4 the pin citation is 1219 in the Pacific Third Reporter.

5 In a motion for summary judgment it is the
6 moving party, here Paul Woods and Dorothy Ogren,
7 through their attorney Mr. DeFord is the moving party
8 which has the burden of demonstrating the absence of a
9 genuine issue of material fact.

10 And that statement of the law comes from
11 Idaho Rule of Civil Procedure 56(c), C as in cat. The
12 nonmoving party may not rest upon the mere allegations
13 or denials of that party's pleading, but the party's
14 response by affidavits or otherwise must set forth
15 specific facts showing that there's a genuine issue for
16 trial. Therefore, the nonmoving party must submit more
17 than just conclusory assertions that an issue of
18 material fact exists. A mere scintilla of evidence or
19 only a slight doubt as to the facts is not sufficient
20 to create a genuine issue of material fact for the
21 purposes of summary judgment.

22 And that statement of the law also comes
23 from the Bronco Elite Arts and Athletics case that the
24 court has previously cited today, 534 P.3d 566. That's
25 the pin citation.

1 Further, the moving party, here the
2 defendants, the moving party is entitled to judgment as
3 a matter of law when the nonmoving party fails to make
4 a showing sufficient to establish the existence of an
5 element essential to that party's case on which that
6 party will bear the burden of proof at trial.

7 That statement of the law comes from the
8 1988 Idaho Supreme Court Case Badell, B-a-d-e-l-l,
9 versus Beeks, B-e-e-k-s, 115 Idaho 101. The pin cite
10 is 102; 765 P.2d 126. The pin cite there is 127.
11 Again that's a 1988 Idaho Supreme Court case citing an
12 earlier Idaho Supreme Court case called Celotex,
13 C-e-l-o-t-e-x, versus Catrett, C-a-t-r-e-t-t.

14 Now turning to the court's analysis. The
15 defendants here argue that summary judgment should be
16 granted on several grounds. I'm going to address some
17 of those. It is not necessary to address every single
18 one of them. The court is going to address mootness,
19 the at-will employment doctrine, and also very
20 importantly ecclesiastical abstention.

21 So turning first to mootness. Generally a
22 case becomes moot when the issues presented are no
23 longer live or the parties lack a legally cognizable
24 interest in the outcome. That statement of the law
25 comes from the 2020 Idaho Supreme Court case Frantz

1 versus Osborn, F-r-a-n-t-z, versus Osborn, O-s-b-o-r-n,
2 167 Idaho 176. The pin cite there is 180; 468 P.3d
3 306. The pin cite there is 310. That's a 2020 Idaho
4 Supreme Court case, and it relies on an earlier 2009
5 Idaho Supreme Court case which I'm not going to cite
6 here today.

7 Also our Supreme Court has held an issue is
8 moot if it presents no justiciable controversy, and a
9 judicial determination will have no practical effect
10 upon the outcome. It's those same cases, particularly
11 the Frantz versus Osborn case I've just cited but also
12 the Farrell versus Whiteman case, F-a-r-r-e-l-l, versus
13 Whiteman, W-h-i-t-e-m-a-n, 2009 Idaho Supreme Court
14 case.

15 Also mootness also applies when a favorable
16 judicial decision would not result in any relief. That
17 too comes from Frantz versus Osborn, but there our
18 Supreme Court was citing an earlier 2006 Idaho Supreme
19 Court case called Fenn, F-e-n-n, versus Noah, N-o-a-h,
20 142 Idaho 775. The pin cite there is 779; 133 P.3d
21 1240. The pin cite there is 1244.

22 Also our Supreme Court has held that an
23 action for declaratory judgment is moot where the
24 judgment, if granted, would have no effect either
25 directly or collaterally on the plaintiff, the

1 plaintiff would be unable to obtain further relief
2 based upon the judgment, and no other relief is sought
3 in the action.

4 That holding is from the 1996 Idaho Supreme
5 Court case Idaho Schools for Equal Education
6 Opportunity by and through EIKUM, E-I-K-U-M, versus
7 Idaho State Board of Education by and through Mossman,
8 M-o-s-s-m-a-n. Also there's the 2018 Idaho Supreme
9 Court case Westover versus Idaho Counties Risk
10 Management Program, 164 Idaho 385. The pin cite there
11 is 390; 430 P.3d 1284. The pin cite there is 1289.
12 That's a 2018 Idaho Supreme Court case.

13 Here Mr. Sanchez in his Complaint seeks,
14 quote, "A judicial declaration that he is the rightful
15 president." And he's talking about the president of
16 the Seventh Day Church of God Incorporated. And now
17 I'm going to continue with the quotation. "And that
18 the April 25, 2025, amendment is void," unquote.

19 Further, Mr. Sanchez requests that Mr. Woods
20 and Ms. Ogren be enjoined from acting in any leadership
21 capacity within the church or accessing church property
22 or assets. In response the defendants argue that this
23 action was brought in Mr. Sanchez's personal capacity
24 and not on behalf or against the church. That is
25 correct. Also defendants argue that a judicial

1 pronouncement by this court voiding the April 25, 2025,
2 amendment filed with the Idaho Secretary of State would
3 not result in any relief for Mr. Sanchez because the
4 April 24, 2025, order for his removal would still be in
5 effect. That is also correct.

6 In other words, the defendants argue that
7 Mr. Sanchez would not be reinstated as pastor even if
8 the amendment was voided. That is also correct.

9 Also the defendants reinforce that the
10 church has shuttered its physical building and is in
11 the process of selling the property. That is an
12 undisputed -- those are undisputed facts.

13 Construing all facts in favor of Mr. Sanchez
14 as the nonmoving party, the court does find in favor of
15 the defendants.

16 The controversy surrounding Mr. Sanchez's
17 removal as pastor is moot as to what has been pled here
18 and what are the issues before the court. And so as to
19 the mootness argument the defendants prevail.

20 A decision in favor of Mr. Sanchez would
21 have no practical effect on the outcome and more
22 importantly would not result in any relief to him in
23 his personal capacity.

24 The Seventh Day Church of God Incorporated
25 has decided to shutter its physical building and sell

1 the property. Mr. Sanchez has no ownership or other
2 possessory interest in the real property. Therefore,
3 even if the amendment publicly codified his removal was
4 declared void, the property still would be sold.

5 Further, voiding the amendment would not
6 automatically reinstate Mr. Sanchez as pastor and
7 president of the church. The amendment was simply the
8 public codification of the board's decision to remove
9 Mr. Sanchez from his position as pastor and president
10 of the church. Thus, what he's seeking -- the relief
11 he's seeking, the controversy on that issue is moot as
12 a matter of law.

13 To the extent that Mr. Sanchez's claim would
14 not be considered moot, his employment as pastor of the
15 Seventh Day Church of God was at-will employment
16 thereby making the dispute wrongful termination rather
17 than declaratory relief.

18 Now, our Supreme Court in Idaho has held
19 that employment in Idaho is presumed to be at-will
20 unless the employee is hired pursuant to a contract
21 that states the affixed term or limits the reasons for
22 discharge. In the absence of an express contract a
23 limitation to the at-will employment presumption may be
24 implied where the circumstances surrounding the
25 employment relationship could cause a reasonable person

1 to conclude that the parties intended a limitation on
2 discharge.

3 Statements made and policies promulgated by
4 the employer, whether in an employment manual or
5 otherwise, may give rise to such an implied in fact
6 agreement. However, such statements must be more than
7 vague statements of opinion or prediction, and policies
8 must manifest an intent that they become part of the
9 employment agreement.

10 In the absence of a written agreement
11 Idaho's appellate courts have held that an employer may
12 unilaterally change the employment agreement by
13 uniformly providing reasonable notice of the change to
14 its effected employees. The employees accept by
15 continuing to work following receipt of such notice.

16 So that's a statement of the law as to
17 at-will employment in the State of Idaho. I'm relying
18 upon Bollinger, B-o-l-l-i-n-g-e-r, versus Fall River
19 Rural Electric Co-op Incorporated. That's 152 Idaho
20 632. The pin cite there is 638; 272 P.3d 1263. The
21 pin cite there is 1269. That's a 2012 Idaho Supreme
22 Court case. And I've omitted the internal citations
23 there. And see also Davis versus George and Jesse's
24 Les Schwab Tire Store Incorporated, 173 Idaho 309. The
25 pin cite there is 318. 541 P.3d 667. The pin cite

1 there is 676. That's a 2023 Idaho Supreme Court case.

2 Here Mr. Sanchez has provided no sworn
3 evidence to contradict the defendants' claim that
4 Mr. Sanchez was an at-will employee, nor has he
5 provided any evidence to support a potential exception
6 by directing the court to circumstances which could
7 arguably create an implied in fact limitation on his
8 at-will employment.

9 Further, and very significantly, Mr. Sanchez
10 has not included his former employer as a party to this
11 lawsuit. Mr. Sanchez was employed as the pastor and
12 president of the Seventh Day Church of God Incorporated
13 in Caldwell. Based upon the declaration of Dorothy
14 Ogren there are two distinct corporate entities
15 encompassed within this dispute. There is the Church
16 of God Apostolic of Idaho Incorporated and the original
17 Seventh Day Church of God Incorporated.

18 The first entity, Church of God Apostolic of
19 Idaho Incorporated, is the church and/or religious
20 entity itself. The original Seventh Day Church of God
21 Incorporated was a publishing entity created for the
22 sole purpose of publishing religious literature for the
23 parishioners and congregants of the church.

24 The publishing entity was administratively
25 dissolved on June 12, 2023, approximately a decade

1 prior to Mr. Sanchez's appointment. Following the
2 administrative dissolution of the publishing entity the
3 church itself was renamed Seventh Day Church of God
4 Incorporated on March 9th, 2025.

5 Ms. Ogren declares that it is the revised
6 constitution and bylaws of the original Seventh Day
7 Church of God Incorporated now dissolved upon which
8 Mr. Sanchez bases his complaint and apparent -- and
9 claim of wrongful termination. Mr. Sanchez has not
10 provided any sworn evidence to contradict this
11 declaration. Instead he focuses his objection on
12 whether Ms. Ogren and Mr. Woods were properly appointed
13 to the board of directors and whether the removal of
14 his personal property from the church was lawful.

15 While relevant to a potential property loss
16 or wrongful eviction claim, these facts have no bearing
17 on whether Ms. Sanchez was an at-will employee, nor do
18 they establish the existence of any written employment
19 agreement or employee manual which would potentially
20 limit the grounds upon which he could be terminated.

21 Further, Mr. Woods' and Ms. Ogren's
22 involvement in Mr. Sanchez's termination was pursuant
23 to their authority as members of the board of trustees.
24 And actions --

25 Sir, don't do that. You're going to leave

1 if you can't keep quiet.

2 These actions were not taken in their
3 personal capacity as members of the church. Therefore,
4 summary judgment as to Count One, declaratory relief,
5 on the grounds that Mr. Sanchez was an at-will employee
6 is granted in favor of the defendants.

7 Finally, even if none of that were true, if
8 everything I've already covered in terms of legal
9 analysis were not accurate, even if that were not
10 accurate still summary judgment would be granted in
11 favor of the defendants based upon the ecclesiastical
12 abstention doctrine.

13 I'm going to start with the United States
14 Supreme Court case Hosanna-Tabor Evangelical Lutheran
15 Church and School -- so that's H-o-s-a-n-n-a-Tabor,
16 T-o-b-o-r, Hosanna-Tabor Evangelical Lutheran Church
17 and School versus Equal Employment Opportunity
18 Commission. That's a 2012 United States Supreme Court
19 case. And the citation is 565 US 171 and 132 SCT 694,
20 132 Supreme Court Reporter 694. And where I refer to
21 internal citations or rather citations directly to that
22 case, I'm going to be referring to only the Supreme
23 Court Reporter. That is 132 SCT 694.

24 So significantly this 2012 US Supreme Court
25 case was a unanimous decision. And so I emphasize that

1 because these principles that the court is going to
2 explain from that Supreme Court holding they're very
3 fundamental to the functioning of the United States of
4 America, and there's no dispute among all nine members
5 of the Supreme Court that this is, in fact, the law of
6 the land.

7 I'm going to start first at page 702 of the
8 Supreme Court Reporter where the United States Supreme
9 Court states this, quote, "The First Amendment provides
10 in part that Congress shall make no law respecting an
11 establishment of religion or prohibiting the free
12 exercise therefore. We have said that these two
13 clauses often exert conflicting pressures," unquote.

14 Now, there are internal quotations there
15 I've skipped and also a citation to an earlier United
16 States Supreme Court case law, but that's the beginning
17 of where I want to start, the beginning of what I want
18 to emphasize from that Hosanna-Tabor case.

19 The Supreme Court goes on to say at page 702
20 of the Supreme Court Reporter, "Both religion clauses
21 bar the government from interfering with the decision
22 of a religious group to fire one of its ministers."
23 That's the quotation from the United States Supreme
24 Court. And it's directly applicable to this case.
25 Mr. Sanchez wants to be reinstated for what he's

1 described today -- during oral argument he said at 9:41
2 this morning he wants to be the shepherd and pastor
3 because that's the oath that he took. So it's -- this
4 issue has been directly addressed by the United States
5 Supreme Court saying that the First Amendment bars the
6 government from interfering with the decision of a
7 religious group to fire one of its ministers.

8 The Supreme Court goes on to explain -- and
9 this is page 703 of the Supreme Court Reporter. So
10 that's 132 Supreme Court at 703. And the Supreme Court
11 of the United States held this, quote, "By forbidding
12 the establishment of religion and guaranteeing the free
13 exercise thereof the religion clauses ensure that the
14 new federal government, unlike the English crown, would
15 have no role in filling ecclesiastical offices. The
16 establishment clause prevents the government from
17 appointing ministers, and the free exercise clause
18 prevents it from interfering with the freedom of
19 religious groups to select their own," unquote.

20 Now, there are some internal quotations
21 there I've omitted, but that's a holding from the
22 United States Supreme Court that's directly on point to
23 what happened here.

24 Now the Supreme Court goes on to explain
25 also at page 704 of the Supreme Court Reporter, and the

1 court held this, quote, "This court touched upon the
2 issue indirectly, however, in the context of disputes
3 over church property. Our decisions in that area
4 confirm that it is impermissible for the government to
5 contradict a church's determination of who can act as
6 its ministers," unquote. Again, that's directly on
7 point here.

8 I understand Mr. Sanchez's arguments about
9 the control of the church property. But the crux of
10 the matter, even as he admits today, the crux of the
11 matter is that he wants to be the leader of the church.
12 The church has removed him. And under the First
13 Amendment this court lacks the power to contradict the
14 choice of the church.

15 Now, our Supreme Court went on at page 706
16 to -- after it discussed holdings from other federal
17 courts, including the Courts of Appeals, it describes
18 the ministerial exception, and it says this, quote, "We
19 agree that there is such a ministerial exception. The
20 members of a religious group put their faith in the
21 hands of their ministers. Requiring a church to accept
22 or retain an unwanted minister or punishing a church
23 for failing to do so intrudes upon more than a mere
24 employment decision. Such action interferes with the
25 internal governance of the church, depriving the church

1 of control over the selection of those who will
2 personify its belief. By imposing an unwanted minister
3 the state infringes the free exercise clause which
4 protects a religious group's right to shape its own
5 faith and mission through its appointments. According
6 the state the power to determine which individuals will
7 minister to the faithful also violates the
8 establishment clause which prohibits the government
9 involvement in such ecclesiastical decisions," unquote.

10 So that's the end of the quotation. And
11 again it's precisely on point here. Mr. Sanchez asks
12 this court to force the church to make him pastor which
13 the court plainly lacks the authority to do.

14 The concurrence in the case by Justice Alito
15 talks about the use of the phrase "minister," and that
16 the what is called ministerial exception does not limit
17 itself simply to those religious organizations which
18 use that term minister. And I'm not going spend a lot
19 of time on what the concurring opinion held. It's
20 clear already honestly from the majority opinion, or
21 rather from the unanimous opinion, that it is not
22 limited to simply using the term minister. Pastor
23 would certainly be encompassed in that. This court
24 simply lacks the authority to insert itself into the
25 church functioning.

1 In addition, the United States Supreme Court
2 recently interpreted the doctrine in the Our Lady of
3 Guadalupe School versus Morrissey-Berru. That's
4 M-o-r-r-i-s-s-e-y-B-e-r-r-u, 591 US 732. That's a 2020
5 case. That holding is consistent with what the court
6 here holds today, that this church's decision to
7 terminate Mr. Sanchez's employment as pastor and
8 president of the Seventh Day Church of God Incorporated
9 squarely falls within the established Ecclesiastical
10 Abstention Doctrine.

11 The Supreme Court, the United States Supreme
12 Court, has made it clear that it is the church and the
13 church alone which has the power to decide whether to
14 terminate a minister or pastor's position. This court
15 must abstain from overruling or second guessing such
16 decisions because it is the religious institution's
17 right to decide matters of internal governance and
18 doctrine.

19 Also, in the Hosanna-Tabor decision the
20 court makes clear the secular courts lack the authority
21 to, as Mr. Sanchez requests here, go into the church
22 functioning and control the procedures that the church
23 uses. That is up to the church to decide. That is not
24 the role of the government to tell a church these are
25 the procedures you must use in determining who will be

1 your pastor and leader.

2 So summary judgment is granted in favor of
3 the defendants on all counts. This case is dismissed.
4 The remaining motions set before the court are moot
5 except for the motion to quash the lis pendens. That
6 too, is granted because this case is dismissed.

7 So I've signed an order granting summary
8 judgment. Also I've signed the order to quash the lis
9 pendens. Both of those have been signed and will be
10 filed today.

11 Also all future hearings in this case are
12 going to occur by Zoom. I don't know if there will be
13 any future hearings. But we've spent a lot of time on
14 this case. I'm well aware now of the facts, the
15 parties' positions if there should be another motion
16 for reconsideration. And I'm aware that one was filed
17 on July 18th of 2025. But that is certainly denied as
18 moot because summary judgment has been granted. But
19 it's a substantial inconvenience to the sheriff's
20 office to have to transport Mr. Sanchez.

21 I did want that to happen today,
22 Mr. Sanchez, because I wanted to hear you in person.
23 But I've listened. The case is dismissed. All future
24 hearings will occur by Zoom.

25 So, Mr. DeFord, would you please prepare a

1 judgment of dismissal?

2 MR. DEFORD: I thought I had submitted one,
3 Judge.

4 THE COURT: I signed your order. We'll double
5 check, yeah.

6 MR. DEFORD: I thought I submitted three
7 yesterday. And I paid the certification fee for the
8 judgment and for the order granting the quashing of the
9 lis pendens.

10 THE COURT: Okay. Let me get the judgment signed
11 right now.

12 MR. DEFORD: Thank you. I appreciate that.

13 THE COURT: All right. You are correct,
14 Mr. DeFord. You did provide a proposed judgment. I
15 have signed that and dated that. Now that's going to
16 be filed also.

17 So, Mr. DeFord, Ms. Ogren, Mr. Sanchez,
18 thank you. We are in recess as to your case.

19 MR. DEFORD: Thank you, Judge.

20 MS. OGREN: Thank you.

21 MR. SANCHEZ: Have a blessed day.

22

23 -oo0oo-

24

25