

June 11, 2020

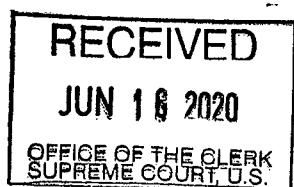
Supreme Court of the United States  
One First Street, N.E.  
Washington, DC 20543

Re: Shelton vs. Patterson  
19-1253

To the Honorable Justices of the United States Supreme Court:

I am writing this letter in response to a telephone request from the Court stating that one of the Justices wanted to hear from me regarding Kenneth Shelton's petition for certiorari in this matter. This filing is yet another act in Shelton's nearly twenty-five-year campaign of fraud and deceit in an effort to keep control of assets and property he and his inner circle diverted for personal use from the corporate entity which holds the assets of the Church of the Lord Jesus Christ of the Apostolic Faith. This case does not, as Shelton claims, invoke First Amendment and Free Exercise principles. Rather, it is merely the Pennsylvania courts finally, at long last, enforcing the voluntary agreement between Shelton and Patterson to submit to binding common law arbitration with no right of appeal, which arbitration decided issues related solely to property. Patterson prevailed in that arbitration, and Shelton violated the agreement. Now he seeks to dupe this Honorable Court into ratifying his breach by miscasting this case as a state court interfering in the governance of a church.

Because Shelton's filing fails to adequately state the facts and circumstances of this case, I feel compelled to offer some background. This case revolves around Shelton and his cabal's use and theft of Church property and assets for their own personal benefit. In 1991, after the death of the Church's former General Overseer, Shelton and others seized control of the Church, its board of trustees, and the corporate entity used to hold title to property and assets of the Church. Almost immediately, they began looting and diverting Church property and assets and purportedly removing any Church member that challenged their theft. Patterson challenged these acts through the Pennsylvania courts.



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Following years of litigation, Shelton and Patterson voluntarily agreed to binding common law arbitration to resolve all remaining disputes, waiving all pre-trial arguments and rights of appeal. The agreement was memorialized in a January 10, 2006 Order of the Pennsylvania Court of Common Pleas. It provided that each side of the dispute would select three representatives and appointed a retired federal magistrate judge as arbitrator. The arbitrator was to make all evidentiary rulings and was expressly granted authority over all subpoenas of persons and documents. The agreement expressly stated, "This arbitration will be binding on both parties [Patterson and Shelton] with no right to appeal." The Order memorializing the arbitration agreement was never appealed.

The arbitration proceeded on March 27, 2006 and concluded on April 2, 2006. The arbitrator concluded that Shelton and his cabal had engaged in substantial misconduct and diversion of Church property, money, and assets. Patterson's financial expert was able to determine – despite the fact that Shelton had not kept appropriate business records – that the money available in the Church's various accounts had declined by \$969,077.00 during Kenneth Shelton's period of control with no corresponding activities or business commitments. Patterson's expert also uncovered tens of thousands of dollars spent on personal luxury items and lavish vacations as well as outsized salaries in violation of the Church's corporate bylaws. Shelton did not retain a financial expert to counter Bishop Patterson's expert and has never produced a shred of evidence to refute any of these confirmed findings. The arbitrator noted that Shelton and his cabal did not maintain appropriate financial records, making the depth of their theft difficult or impossible to confirm. Shelton and others also improperly destroyed Church records during the pendency of this entire litigation.

These findings have never been refuted nor reversed. Shelton's and the usurpers' theft of Church property and assets is an irrefutable, unassailable fact.

The arbitrator directed Shelton to account for the looted Church funds and assets and instructed the parties to locate a mutually satisfactory person or firm to act as a receiver for those assets. Shelton refused to cooperate, and the arbitrator appointed a receiver.

The Pennsylvania Court of Common Pleas confirmed the arbitration award, finding that Shelton's "Petitions to Vacate are nothing but disingenuous attempts to collaterally attack and evade the Award, since the Arbitrator clearly did not misbehave nor render an unconscionable decision." Shelton continued his obstruction, physically interfering

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with the receiver. Meanwhile, the usurpers commenced a series of specious proceedings in the Pennsylvania courts and elsewhere collaterally attacking the arbitration award.

Shelton appealed from the Judgment entered on the confirmed Arbitration Award – disregarding his express agreement that no appeal could be taken. Wrongfully exercising jurisdiction over the matter that they now acknowledge never existed, the Pennsylvania Courts failed to enforce the parties' agreement that no appeal could be taken and disregarded the fact that the agreement to arbitrate contained no limitations on the arbitrator's authority, and reversed the judgment and vacated the award on the purported ground that the arbitrator had exceeded his authority in rendering the award, a ground for vacatur not authorized by law. This was done in an unpublished, non-precedential decision, essentially making new arbitration law in Pennsylvania applicable solely to Patterson. On November 29, 2017 the Pennsylvania Commonwealth Court issued an order finally correcting its previous error, which recognized that the Court's subject matter jurisdiction in this matter was limited to the enforcement of the arbitration award addressing property ownership of the Church's corporate entity and its officers' compliance with its bylaws. This ruling was entirely consistent with Pennsylvania and federal law rendering orders and judgments issued without subject matter jurisdiction void from inception and subject to be set aside at any time. The matter was restored to the last point where an order or judgment was entered based upon the application of neutral principles of law – the confirmation of the arbitration award. That is all this case entails – the enforcement of a voluntary agreement to submit to binding common law arbitration with no right of appeal and the application of Pennsylvania law concerning arbitration awards.

I have obeyed all applicable state and federal laws throughout this lengthy dispute. Even when Shelton successfully used the court system as a tool to further his illegal conduct, my faith did not waiver. My faith was finally rewarded, and justice served, when the Pennsylvania courts restored the arbitration award and corrected their interference on our agreement to arbitrate. Shelton, uncowed, resorts to frivolous filings asking a lower court to overrule an appellate court and repeated unwarranted requests for review and reargument. The instant filing is simply a last gasp by Shelton to hold onto his ill-gotten gains and avoid discovery of his malfeasance.

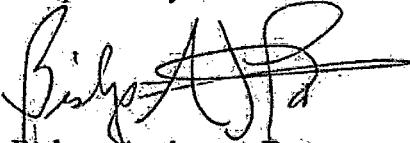
Shelton's assertion that this matter implicates the First Amendment and issues of religious freedom is false. The arbitration award deals with property and Shelton's corporate malfeasance, not with religious practices. The Award does not purport to

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remove Shelton from his spiritual post, or assign to me any religious authority or position within the Church. Rather, it places me in the position of receiver for the Church's secular corporate entity and the property it holds and controls in the name of the Church. I have not interfered with our Church or dictated who its Bishop is. In short, the Court orders at issue in this Petition merely enforce Shelton's agreement to submit to a binding common law arbitration with no right of appeal, which he lost. The petitioner can be the Bishop anywhere he wants to, but he cannot steal Church assets. This Court should decline review here.

If the Court requires any further detail or information on this matter, I am happy to provide it.

Respectfully Submitted,



Bishop Anthonee Patterson  
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