

SNELL & WILMER

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August 25, 2025

VIA EMAIL

Bob@ChurchLaw.US

Robert Erven Brown
Schmitt Schneck Even & Williams, P.C.
1221 East Osborn Road, Suite 105
Phoenix, AZ 85014

Re: Text & Canon Institute

Dear Mr. Brown:

I am writing to you as I understand you are the attorney for Phoenix Seminary. This firm represents Dr. John Meade and Dr. Peter Gurry.

As you know, Drs. Meade and Gurry recently finished their employment with Phoenix Seminary and are now professors at Midwestern Baptist Theological Seminary in Kansas City, Missouri. While at Phoenix Seminary, Drs. Meade and Gurry founded, organized, developed, and administered a project known as the Text & Canon Institute. The mission of the Text & Canon Institute is to produce academic research and church resources that illuminate the history of the Bible. The academic research and church resources were developed by Drs. Meade and Gurry, with some contributions by non-Phoenix Seminary participants.

A controversy has arisen regarding the future of the Text & Canon Institute, which Phoenix Seminary asserts “is an asset developed by Phoenix Seminary” and owned by it. This controversy has two components: intellectual property developed by Drs. Meade and Gurry, and funds designated by individual donors toward the work of the TCI and still maintained by Phoenix Seminary. We will address these components in turn.

With respect to the intellectual property, Drs. Meade and Gurry recently received an email from Dr. David Hogg, President of Phoenix Seminary, and purportedly “on behalf of the Board,” alleging Drs. Meade and Gurry’s continued maintenance of the Text & Canon Institute website (www.textandcanon.org) is “tantamount to theft.”¹ We understand Phoenix Seminary’s leadership is also telling others that Drs. Meade and Gurry are attempting to “steal TCI.” These allegations are without merit and defamatory.

As noted, the Text & Canon Institute and its intellectual property were created and developed by Drs. Meade and Gurry in the course of their employment by Phoenix Seminary. Each of Drs. Meade and Gurry was employed pursuant to a Faculty Salary Agreement which was periodically renewed. That Faculty Salary Agreement explicitly refers to a Faculty Handbook which “includes specific policies” applicable to their employment.

In turn, the Faculty Handbook states it is “. . . a contractual document in that it contains the various policies and procedures that are referred to in faculty contracts and which govern all contractual aspects of faculty life including hiring, evaluation, promotion and if necessary dismissal.”² There is a policy, titled, “Faculty Intellectual Property Statement” which addresses this issue as follows: “ **All intellectual property**, not specified under separate contract (e.g. online course materials), **belongs to the faculty member**. Audio-visual recordings made by the Seminary of lectures and publicly delivered content, belong to the Seminary and may be used for archival, advertising, and other purposes by the Seminary.”³

The intellectual property developed by Drs. Meade and Gurry in the course of their employment, including but not limited to that developed in connection with the Text & Canon Institute, belongs to

¹ Email 8/6/2025 from David Hogg to John D. Meade and Peter J. Gurry, cc: Ron Ogan.

² Faculty Handbook (Version 1.1, Published: Jul 15, 2022), p. 1.

³ Faculty Handbook, p. 31 (emphasis added).

them. This includes extensive website content and other academic materials. The URL (textandcanon.org) was originally registered and purchased by Dr. Gurry.

The name “Text and Canon Institute” also falls contractually within the scope of Drs. Meade and Gurry’s intellectual property. But in October 2024, Phoenix Seminary attempted to assert ownership of the TCI by filing trademark applications for “the Text and Canon Institute Phoenix Seminary” with the United States Patent and Trademark Office. Those applications were properly rejected by the USPTO by nonfinal Office Action on April 21, 2025.

In December 2024, Drs. Meade and Gurry provided notice of their departure from Phoenix Seminary. While some regret and frustration in having lost two prominent and prolific professors is understandable, Phoenix Seminary has behaved in a particularly capricious manner in relation to the Text & Canon Institute.

Upon cessation of employment, Phoenix Seminary changed passwords on Drs. Meade and Gurry’s personal Google Drive and Mailchimp accounts which contain not only Text & Canon Institute materials but also other significant academic resources and property to which, as a result, Drs. Meade and Gurry no longer have access.

Phoenix Seminary offered in April 2025, per the enclosed term sheet, “to sell the Text & Canon Institute Trademark, including the TCI website and video series, but not the mailing list and library materials to Midwestern Baptist Theological Seminary for **\$1,000,000.**” The ill-fated trademark was valued at the legal fees incurred of \$9,640 but its application status was not disclosed. The bargain did not include, of course, “approximately \$250,000” of donor funds “earmarked for the TCI” that Phoenix Seminary would retain.

Midwestern Baptist Theological Seminary promptly rejected this offer. It has also rejected all subsequent offers to purportedly convey to it the assets of the Text & Canon Institute. **All of these offers have ignored the legitimate intellectual property rights of Drs. Meade and Gurry.**

Frustrated, Dr. Hogg has resorted to the baseless and defamatory accusations recited above and continues to imply in emails to donors and students that Drs. Meade and Gurry were attempting to become the owners of the Text & Canon Institute, stating, “Phoenix Seminary is prevented by law from giving it to John and Peter as private individuals.” However, **Drs. Meade and Gurry have never asked for nor asserted any personal ownership** of the Text & Canon Institute as a legal entity. They have never asked for non-intellectual property such as the funds, or library books, and it is false and misleading to imply otherwise. Drs. Meade and Gurry have only asserted rights to the intellectual property they already legally own.

Indeed, Drs. Meade and Gurry intend only to reconstitute the work of the Text & Canon Institute under the auspices of the Midwestern Baptist Theological Seminary. This does not and will not involve “personal ownership” of the Text & Canon Institute.

We respectfully request that false and defamatory accusations and misstatements be publicly corrected on or before September 5, 2025. Furthermore, Phoenix Seminary must recognize the legitimate intellectual property rights of Drs. Meade and Gurry such that they are provided full and unimpeded access to such intellectual property as mandated by their respective Faculty Salary Agreements and the Faculty Handbook, including the Google Drive and Mailchimp accounts. Please provide such access on or before September 5, 2025.

This leads to the question of the funds retained by Phoenix Seminary which, per the above offer to Midwestern Seminary, are acknowledged to have been “earmarked to the TCI.” This question has

arisen because of many donor inquiries as to the disposition of the funds given to support the work of the Text & Canon Institute.

We understand Phoenix Seminary is a member of the Evangelical Council for Financial Accountability (ECFA). Accordingly, Phoenix Seminary is bound by the Integrity Standards established by the ECFA.

Specifically, ECFA Integrity Standard 7.2-Stewardship of Charitable Gifts *Giver Expectations and Intent* provides, “Statements made about the use of gifts by an organization in its charitable gift appeals must be honored. A giver’s intent relates both to what was communicated in the appeal and to any instructions accompanying the gift.” The commentary to this Standard notes, “The organization is obligated to use a gift as directed by the giver, or alternatively, to choose not to accept the donation. Once the giver has indicated the intent for which the gift was given and the organization has accepted the gift, it is the organization’s responsibility to fulfill that intent, whether or not the gift fulfillment is required by law.” With respect to transferring gift funds to another charity, the commentary recites, “If an organization receives gifts that are not part of its present or prospective programs, the funds should generally be gifted or granted within a reasonable length of time to one or more other charities which will be able to fulfill the giver’s intent through their present or prospective programs or refunded to the giver.”

Accordingly, under this ECFA Integrity Standard the funds “earmarked to TCI” must fulfill donor intent. As Phoenix Seminary will not be continuing the work of the Text & Canon Institute, we believe donors will want those funds applied to the ongoing work of the Text & Canon Institute at Midwestern Baptist Theological Seminary. At a minimum, Phoenix Seminary must consult with the donors regarding the proper use of the funds donated for the Text & Canon Institute.

Please contact me with the response of Phoenix Seminary to these concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Vryhof". The signature is fluid and cursive, with the first name "John" being the most prominent.

John C. Vryhof

JCV/rg

September 26, 2025

VIA EMAIL

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Jonathan A. Ruybalid
Robert E. Brown
Schmitt Schneck Even & Williams, P.C.
1221 East Osborn Road, Suite 105
Phoenix, AZ 85014

Re: Text & Canon Institute

Dear Jonathan and Robert:

Thank you for your letter dated September 4, 2025 on behalf of Phoenix Seminary responding to our letter dated August 25, 2025. Your letter is more notable for the issues it fails to address than those addressed.

In our letter we noted the statement made by Dr. David Hogg, President of Phoenix Seminary, alleging Drs. Meade and Gurry's continued maintenance of the Text & Canon Institute website is "tantamount to theft," and noted additionally that Phoenix Seminary's leadership is also telling others that Drs. Meade and Gurry are attempting to "steal TCI." Your letter does not deny the existence of these defamatory statements.

As stated in our letter, Drs. Meade and Gurry have never asked for or asserted any personal ownership of the Text & Canon Institute, and you have pointed to no direct statement to this effect. Rather, you refer to an email received from a third party, Dr. James Kragenbring, an officer of Midwestern Baptist Theological Seminary. Quite simply, Dr. Kragenbring has misunderstood the situation and he does not speak for Drs. Meade and Gurry.

To reiterate, Drs. Meade and Gurry have never asked for or asserted any personal ownership of the Text & Canon Institute and they have made no statements to that effect. Phoenix Seminary must correct this false and defamatory narrative communicated now to many third parties.

Drs. Meade and Gurry have asserted their rights to the intellectual property developed by them in the course of their employment, including but not limited to that developed in connection with the Text & Canon Institute. You do not dispute their rights to “all intellectual property” pursuant to their Faculty Salary Agreement and Faculty Handbook.

Rather, for the first time, Phoenix Seminary points to a one-year appointment of each of Drs. Meade and Gurry as a Director of Text & Canon Institute. These documents were executed in 2019 and, unlike their Faculty Salary Agreements, never renewed or extended. The position paid a “supplemental starting salary” of \$10,000. By its terms, the position was “added to your responsibilities as Assistant Professor of [Old][New] Testament,” and depended upon being a “full-time Resident Faculty of Phoenix Seminary.” Responsibilities involved overseeing fundraising, budget and expenditures, planning events and travel, issuing scholarships and continuing research initiatives and publications. As you acknowledge, none of these documents reference intellectual property.

To the extent these documents are operative, by their terms they are completely subordinate and subject to Drs. Meade and Gurry’s annually renewed Faculty Salary Agreements. It is absurd to think Phoenix Seminary and Drs. Meade and Gurry intended for them to sign away the broad intellectual property rights mandated by Faculty Salary Agreements and the Faculty Handbook by entering into a limited administrative agreement. Accordingly, we continue to assert that Drs. Meade and Gurry own the intellectual property developed by them in the course of their employment, including but not limited to that developed in connection with the Text & Canon Institute.

Our letter noted that in derogation of these rights, upon cessation of employment Phoenix Seminary leadership changed passwords on Dr. Meade and Gurry's Google Drive and Mailchimp accounts **which contain not only Text & Canon Institute materials but also other significant academic resources and property** to which Drs. Meade and Gurry are now deprived of access. Your letter simply disregards these actions.

Furthermore, we have now learned that in working to deprive Dr. Gurry of access to his personal Mailchimp account, a Phoenix Seminary employee was directed by Phoenix Seminary's Vice President of Operations to access and convert such account to its control by using Dr. Gurry's personal email address and then guessing a security question involving the name of his first girlfriend (now his wife). To say these actions are outrageous is an understatement. They potentially involve criminal violations of federal and Arizona statutes proscribing taking identity as well as those regulating cybersecurity. Thus, A.R.S. § 13-2008 classifies taking the identity of another person by using their personal identifying information without consent as a class 4 felony. Cf. 18 U.S.C. § 1028. We demand that the Board of Directors of Phoenix Seminary disclose all actions taken by its officers or employees which involved the use or presentation of any personal identifying information of Drs. Meade or Gurry or in which either of them was impersonated or their identity or personal information or property taken or assumed in any way. Furthermore, to the extent any such actions could violate federal or state criminal laws they should be reported to the relevant authorities.

In summary, we renew our request for Phoenix Seminary to recognize the legitimate intellectual property rights of Drs. Meade and Gurry. We understand the contours of such property may need to be defined, but at a minimum **Phoenix Seminary must immediately restore access to their Google Drive and Mailchimp accounts.**

In defining the contours of Dr. Meade and Gurry's intellectual property, we do need to address the contention in your letter that Phoenix Seminary owns the website of the Text & Canon Institute (www.textandcanon.org). This website was established and designed by Drs. Meade and Gurry and they provided the lion's share of the content on the website. As such it is part of "all intellectual property" mandated to their ownership pursuant to their Faculty Salary Agreements and Faculty Handbook. The frustration of Phoenix Seminary's leadership is that Dr. Gurry himself acquired the URL for the website and they have been unable to take it over by legal or illegal means.

We next address the transfer of the Text & Canon Institute to Midwestern Baptist Theological Seminary. Your letter fails to acknowledge or defend Phoenix Seminary's attempt to monetize the Text & Canon Institute by way of its offer "to sell the Text & Canon Institute Trademark, including the TCI and video series, but not the mailing list and library materials to Midwestern Baptist Theological Seminary for \$1,000,000." Our letter also references the ill-fated trademark applications which Phoenix Seminary valued at the \$9,640 of legal fees incurred.

With respect to the trademark applications, you posit that only procedural changes were requested by the United States Patent & Trademark Office. But the NonFinal Office Action itself states the wording in the mark could be approved only with a disclaimer that no claim is made to the exclusive right to use the term "TEXT & CANON INSTITUTE" because it contains wording that is merely descriptive. As such, the trademarks would be of little use or value. It appears Phoenix Seminary did not disclose these defects or the abandonment of the trademark applications to Midwestern Seminary in its subsequent dealings.

It is little wonder Midwestern Seminary would be cautious in dealing with Phoenix Seminary in light of this history. Nevertheless, your letter presumes Drs. Meade and Gurry control or dictate the decisions of Midwestern Seminary when that is not the case.

Finally, we address Phoenix Seminary's use of donor funds "earmarked to the TCI". Your letter completely disregards the Evangelical Counsel for Financial Accountability (ECFA) Integrity Standards which require an organization to use a gift as intended by the donor. According to the offer letter to Midwestern Seminary there was "approximately \$250,000 [which] will remain earmarked for the TCI." But to the contrary, it appears from your letter that Phoenix Seminary, as in the Parable of the Dishonest Manager, rushed to spend the funds entrusted to it, and has now completely expended them. Your excuse that these funds were used for the "purposes, program related and activities" of the Text & Canon Institute is completely unconvincing, as the Text & Canon Institute ceased activity when Drs. Meade and Gurry were relieved of financial responsibility for it in January 2025. We believe the donors who contributed these earmarked funds will be appalled and disgusted by this misappropriation of funds.

We understand a donor complaint has already been filed against Phoenix Seminary with the ECFA for these violations of ECFA Integrity Standards. Drs. Meade and Gurry will certainly support such complaint.

Given the serious nature of these issues and to protect Drs. Meade and Gurry's intellectual property we are also implementing the litigation hold provided in the Appendix to this letter. Please contact me with the response of Phoenix Seminary to this letter.

Sincerely,



John C. Vryhof

JCV/rg
Enclosures

APPENDIX

By this letter we request that you and your client take immediate steps to issue a *legal hold* and preserve all “electronically stored information” (ESI) and other documents, on whatever storage media, device or location, in your possession or control (including third parties) that contain ESI relating, in any conceivable way to the claims and defenses of the above referenced dispute, in order to avoid the loss, alteration and/or spoliation of this ESI. This includes a demand to you and your client to suspend all document retention or destruction policies, including, but not limited to backup, restoration, deletion, destruction, and tape recycling.

1. What is ESI?

ESI essentially includes any kind of computer-generated information or electronic data, including, but not limited to, e-mail messages and attachments, backup e-mail files, deleted e-mail files, text messages, social networking entries, app-based platforms and websites, voice-mail messages and files, backup voice-mail files, data files (e.g., word processing, spreadsheets, presentations, databases, photographs and audio-video files), program files, backup and archival tapes, temporary files, system history files, website information stored in textual, graphical or audio format, website log files (blogs), cache files, cookies, and other electronically-recorded information.

ESI is found on network servers, email systems, social media and app-based sites (e.g., Facebook, X, Instagram, Snapchat, Whatsapp), desktop computers, laptop computers, tablet PCs, handheld devices, portable hard drives, PDAs, cell phones, office telephone systems, fax machines, copy machines/printers, memory cards, USB drives, thumb drives, portable and actual hard drives, CD-ROMs, DVDs, video cameras, digital cameras, on-board automobile hard-drives and crash recorders, etc. It may also be found on now-obsolete information technology that you and your company used in the past to store ESI, which may now sit in a storage room or warehouse.

ESI includes metadata. Metadata, frequently referred to as “data about data,” is electronically-stored evidence that describes the history, tracking, or management of an electronic document. Metadata is particularly susceptible to alteration, even by the simple act of opening up, or moving a document or file that was previously saved.

Courts have made it clear that all ESI available on storage media and devices, wherever located, is discoverable.

2. What Is a Legal Hold and Why Must You Issue One?

As you may know, a *legal hold* is a directive to individuals, owners, employees, third parties and other people or entities to preserve ESI and other information (collectively, “documents”) pertaining to the litigation. Under the law, once a person or company is on notice that documents in their possession

or control are, or are reasonably likely to be, or could conceivably be relevant to pending litigation, the failure to prevent the destruction of those documents crosses the line between negligence and bad faith, even where the documents are destroyed according to a routine document retention policy. You and your client have a duty, even without being so ordered by a court, to preserve documents that you reasonably anticipate may be discoverable in anticipated litigation. Indeed, a leading court has ruled that the failure to issue a written legal hold constitutes gross negligence because that failure is likely to result in the destruction of relevant information.

It is essential that you and your client **act immediately** to preserve these documents, including ESI, because electronic information on hard drives and other storage media can be changed, overwritten, or obliterated by normal every day computer use. The simple acts of booting up a computer, opening a file, adding new data onto a hard disk, or running a routine maintenance program on a network can alter or destroy existing data without the user's knowledge.

We also request that you and your client preserve and not destroy any passwords, decryption procedures (including, if necessary, the software to decrypt the files); network access codes, ID and usernames, manuals, tutorials, written instructions, decompression or reconstruction software, and any and all other information and things necessary to access, view and (if necessary) reconstruct the electronic data relating to the claims or defenses of this matter.

You and your client have the responsibility to preserve documents and electronically stored information relating to the above-referenced matter that is subject to your control regardless of where it may be located or stored. This includes, but is not limited to, ESI under your control at suppliers, law firms, consultants, subsidiaries, predecessors, successors, assigns, joint venturers, partners, parents, agents, or affiliates located throughout the world. In order to assure that your and your client's obligation to preserve documents and things will be met, please forward a copy of this letter to all persons and entities with control or custodial responsibility for the items referred to in this letter.

ESI and the storage media and devices, including cell phones, on which they reside contain metadata and other relevant, discoverable information beyond that which may be found in printed documents. Therefore, even where a paper copy exists, we seek all documents in their electronic form along with their metadata. In order to avoid spoliation of metadata and other ESI, you and your company will need to provide the ESI in its native form on the original media.

It is important that once the ESI has been identified and preserved, it be safeguarded from destruction, alteration, or corruption from any cause. Appropriate safeguards would include taking such security measures, including, but not limited to, restricting physical and electronic access to all electronically stored data directly or indirectly related to the above-referenced matter.

Please consider you and your client to be under a continuing obligation to preserve documents (including ESI) relating to the above-referenced matter that may come into existence after the date of this letter, or that may exist now or in the future but of which you or your client have no current knowledge.

SNELL & WILMER

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November 11, 2025

VIA EMAIL

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Re: Text & Canon Institute

Dear Jonathan and Robert:

In response to your letter dated October 29, 2025, Drs Meade and Gurry are gratified Phoenix Seminary now recognizes their entitlement to the intellectual property contained on their Google Drives and the Mailchimp account. Drs. Meade and Gurry would also like to bring disputed matters to resolution.

In order to do so, it is necessary and appropriate for Phoenix Seminary to forward or otherwise make available the Google Drive materials immediately. Phoenix Seminary and Dr. Gurry will work together to have the Mailchimp account released. We would view this step as a good faith effort taken to resolve the disputes between the parties.

Once these materials are viewed and verified as complete, we look forward to resolving remaining issues.

Please advise.

Sincerely,



John C. Vryhof

JCV/rg
Enclosures