

No. 08-2457

IN THE
UNITED STATES COURT OF APPEALS
FOR THE FIRST CIRCUIT

THREE ANGELS BROADCASTING NETWORK, INC.,
an Illinois Non-Profit Corporation;
DANNY LEE SHELTON,

Plaintiffs-Appellees,

v.

GAILON ARTHUR JOY; ROBERT PICKLE,

Defendants-Appellants.

On Appeal from the United States District Court
for the District of Massachusetts
Case No. 07-40098

EXHIBITS FOR APPENDIX SELECTED BY
GAILON ARTHUR JOY AND ROBERT PICKLE
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An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

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Danny Shelton
Danny's Apologists
Leonard Westphal
Litigation, etc.
Gerald Duffy
Gerry Spence

Letters of Support
News Releases
Contact Us

Gerald Duffy to Gailon Joy: "Cease & Desist!"

Next >

In desperation at the growing crisis, not wanting to consider stepping aside, unwilling to explain the growing number of allegations, wishing to silence any and all opposition, and resistant to the idea of apologizing for his many alleged lies, Danny Shelton secured a cease and desist letter from a Minneapolis law firm. This letter was sent to Gailon Arthur Joy on January 30, 2007.

Why a Minneapolis law firm when D. Michael Riva of West Frankfort is usually the one who handles such things? Perhaps Gailon Joy is not quite as bumbling and fumbling as Danny Shelton would have us believe, and thus Danny has to resort to a firm with greater expertise.

Yet the fact that the law firm was out of Minneapolis and has been used in the past by Garwin McNeilus, a long-time supporter of 3ABN, is troubling. We trust that McNeilus is not involved in any way in the cover up of the various allegations of the **Danny Shelton Corruption Scandal**.

One thing that is definitely certain is that the cease and desist letter below makes no threat whatsoever of litigation, suggesting that there probably is no legal basis for its demands.

Comments will follow.

"Cease & Desist!"

Added on 4/4/2007
Form 990's

Added on 4/1/2007
Furniture

Added on 3/28/2007
Defy the Board
Board Action

Added on 3/22/2007
Book Deals
Emails
Financial Aff.

Added on 3/20/2007
The Lost Bet

Added on 3/17/2007
Walt Admits: No
Evidence

Added on 3/16/2007
Pregnancy Test

Added on 3/15/2007
Dan & Brandy
Abused You?

Must Read:
Mom in Pain #1

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--	---

STEVEN J WEINTRAUT
M GREGORY SIMPSON
JAMES A YAROSH

Writer's E-Mail Address: GerryDuffy@sbgdf.com

Writer's Voicemail Number: (612) 337-6106

January 30, 2007

Gailon Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

*VIA E-MAIL - Gabbjoy@comcast.net
and CERTIFIED / RETURN RECEIPT U.S. MAIL*

and

Gailon Arthur Joy
24 Clinton Road
Sterling, MA 01564

CERTIFIED / RETURN RECEIPT U.S. MAIL

NOTICE: This letter Constitutes a confidential legal communication, which is not for publication. The contents of this communication are subject to common law copyright and may not be reproduced, in whole or in part, in any form or media, without the express, written permission of the author.

Gailon Arthur Joy:

This law firm represents Mr. Danny Shelton and the Three Angels Broadcasting Network, Inc. ("3ABN"), which has informed us that you are involved in the use and exploitation of 3ABN's trademarked, copyrighted name in your website, "www.save3abn.com." Use of 3ABN's name without our client's license or other authorization to do so constitutes an illegal misappropriation of the same, in violation of state and federal copyright and trademark laws. Additionally, use of the phrase "3ABN" in your domain name is likely to cause confusion among the public as to the source,

[Page 2]

sponsorship or affiliation of your website, resulting in dilution of 3ABN's trademark, which is a separate and additional violation of federal law.

It has also come to our attention that you have inappropriately copied and posted a lengthy excerpt from a 3ABN broadcast on the website referred to above. This action constitutes a violation of 3ABN's exclusive copyright on all audio and video productions created by the Network and on all television transmissions of the same, and is a blatant violation of federal law. Moreover, the presence of this excerpted broadcast serves to heighten the likelihood that the public will be confused into believing that your website is somehow

EX0002

An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

SEARCH

- Home Page
- Tommy Shelton
- Danny Shelton
- ASI
- Smokescreen
- Abuse of Power
- Ethical
- Allegations
- Financial
- Allegations
- Book Deals
- Emails
- Financial Aff.

Danny Shelton's July 2006 Financial Affidavit

< Prev.

The accounting of 3ABN appears to be off limits to nearly everyone. That is unfortunate, for it makes it extremely difficult to demonstrate that various **allegations of financial improprieties** are simply untrue. Yet **the following affidavit is one piece of financial information that is fairly accessible, having been filed at the Franklin County Circuit Court in July 2006.**

Form 990's

For the significance of the following information, please see "Comments."

- Correspondence
- Untruths
- Alleged Illegal
- Activities

- Danny's Apologists
- Leonard Westphal
- Litigation, etc.
- Letters of Support
- News Releases
- Contact Us

Added on 4/4/2007
Form 990's

Added on 4/1/2007
Furniture

Added on 3/28/2007
Defy the Board
Board Action

Added on 3/22/2007
Book Deals
Emails
Financial Aff.

Added on 3/20/2007
The Lost Bet

Added on 3/17/2007
Walt Admits: No
Evidence

Added on 3/16/2007
Pregnancy Test

Added on 3/15/2007

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT

FRANKLIN COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF)
)
 LINDA SUE SHELTON,)
)
 Petitioner,)
)
 vs.) No. 05-D-30
)
 DANNY LEE SHELTON,)
)
 Respondent.)

FILED

JUL 18 2006

Dennis S. Swank
FRANKLIN COUNTY
CIRCUIT CLERK

FINANCIAL AFFIDAVIT

Pre-Judgment

Post-Judgment

I. INTRODUCTION

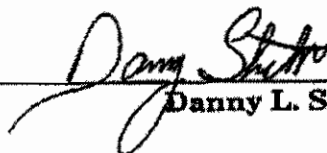
I, **Danny L. Shelton**, on oath state that my present age is 55, and that:

(b) (POST-JUDGMENT ONLY): The marriage of the parties was dissolved on June 25, 2004.

EX0003

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

DATED: 7/13 , 2006.



Danny L. Shelton

EX0004

***An Attempt to Mend a Broken Network
& Save the Cause of Christ from Reproach***

SEARCH

- Home Page
- Danny Shelton
- Danny Shelton
- ASI
- Smokescreen
- Abuse of Power
- Ethical
- Allegations
- Financial
- Allegations
- Book Deals
- Emails
- Financial Aff.

Danny Shelton's Book Deals

< Prev.

"Probably Several Hundred Thousand Dollars"

In the early days of the present 3ABN crisis, a former 3ABNer commented on 3ABN president Danny Shelton's book significance:

----- Original Message -----
From: *****
To: G. Arthur Joy
Subject: RE: MAP
Date: Tue, 19 Sep 2006 17:02:39 -0700

Hello Gailon,

...

I have wondered about the numbers. When I spoke with Danny about a month or so ago, he insisted that n were up by a couple of million. But when I spoke with a board member he indicated that the finances were well, in part relating to a tremendous amount of money 3ABN put into the "Ten Commandments Twice R Book" which was distributed by the millions during the spring. I am quite certain that Danny received roy; this, probably to the tune of several hundred thousand dollars, although he is refusing to disclose the amou own board members. This is a gross conflict of interest and also an improper personal inurement that coul ministry to lose its tax exempt status if it came to light. ...

...

- Form 990's
- Correspondence
- Untruths
- Alleged Illegal
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Danny Appears to Confirm the Problem

One concerned individual, after hearing that Danny was not disclosing these profits in order to avoid having to share t in their marital property settlement, wrote to him directly. Danny made it quite clear that he was indeed keeping these the marital property distribution proceedings. But why would he do that, unless he really had made a hefty profit?

The July 13, 2006, Financial Affidavit

The accounting of 3ABN appears to be off limits to nearly everyone. That is unfortunate, for it makes it extremely dif that various allegations of financial improprieties are simply untrue. Yet the Financial Affidavit is one piece of financ fairly accessible, having been filed at the Franklin County Circuit Court in July 2006. What follows are questions rais

Not Much Money in the Bank?

EX0005

4/5/2007

Dan & Brandy
Abused You?

Must Read:
Mom in Pain #1

Danny lists only two bank accounts in the affidavit, one containing \$1,500 and the other containing \$1,000. Since around his book, *Ten Commandments Twice Removed*, were distributed in the spring of 2006, and since Danny's personal income he did make a lot of money on those sales, why does he list only \$2,500 in those two bank accounts?

On the Other Hand ...

The amount declared in the affidavit for charitable contributions, \$500, suggests that there couldn't have been any royalties. The declared gross monthly income is \$5,991, and the charitable contributions are but 8.35% of this total.

After subtracting the taxes that got withheld, but before figuring in what the tax refund might be, the declared net monthly income is \$5,000. Thus the charitable contributions would amount to 11.57% of this figure. Given the Seventh-day Adventist teaching on tithing, it seems impossible that \$500 in contributions could represent tithing and offerings on both Danny's salary from 3ABN and thousands of dollars of alleged profits from book deals.

The declared gross monthly income figure of \$5,991 should be about right, since that would amount to \$71,892 for the year, which is comparable to the annual salary of \$70,944 reported for Danny on 3ABN's 2005 Form 990. (See Statement 9 on page "Income Information" attached to the Form 990.)

3ABN Area: Low Housing Costs

Since we are talking about the financial affidavit, we'll add this one item that doesn't pertain to royalties. Based on the information that appears to appear that right around 3ABN is an excellent place to find low-cost housing. Consider that Danny has declared that his home is worth only \$275,000. Just how much can one get for that sum? Our understanding is that his home has the following features:

- 4 bedrooms.
- 4 full baths.
- 1 half bath.
- 5000+ sq. ft.
- 2-car garage.
- Wrap-around porch.
- 18½ acres.
- Large pond.
- Large horse barn.
- Paved driveway.
- Swimming pool.

For comparison, consider the higher-priced area of West Frankfort, not very far away at all. (Actually, it's so close that the address is West Frankfort too.) There we have a home being offered for sale in March 2007 for \$204,300, a listing with number 257978. Located at 18297 Lone Oak Terrace in the Forrest Ridge subdivision, you just can't get as much for your money in 3ABN:

Description

Wooded-Cul-De-Sac-Over an Acre Beautiful wooded lot in a country subdivision is the location for the well maintained home featuring a great room well arranged to entertain a large group or a cozy family evening. Features include large arched windows, crown molding, well designed kitchen with all appliances, dining room, master bedroom suite, with jet tub and separate shower in master bath.

Features

3 beds

EX0006

4/5/2007

2 baths
2358 Sq. Ft.
1.18 Acres

Lot Features

Lot Dimensions (203x210x235x28)
Lot Topography (Wooded-Gently Rolling)
Road Type (County)
Sewer Utilities (Aerator)
View (Wooded)
Water Utilities (City)

Building Features

Cooling System (Central)
First Floor Sq Ft (2,358)
Gross Living Area Sq Ft (2,358)
Heating System (Geo Thermal Electric)

Interior Features

Bedroom 2 Dim (12x11.5)
Bedroom 3 Dim (12.5x11.2)
Dining Room Dim (12.5x12)
Great Room Dim (35x19.5)
Kitchen Dim (11.4x14.2)

Appliances

Dishwasher
Disposal
Microwave
Range/Oven
Refrigerator

Exterior Features

Parking (2 car attached)

(Found on DonnaPrattHomes.com on March

On Second Thought ...

On second thought, is it at all possible that this financial affidavit does not reflect reality, that Danny's house is worth \$275,000, that he does have a lot more than \$2,500 in two bank accounts, that he is trying to hide his book deal profit: have to fork over more to the lady he divorced and called an adulteress when he had no proof to that effect? Then that more sense out of comments by folks who live around Thompsonville and West Frankfort who think Danny is quite a millionaire.

EX0007

An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

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 Danny Shelton
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 Not Fired for ...
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 1/2 the House
 No Proof: 7/17
 Pile of What?
 Last Names
 "You Were
 Innocent"
 Back on 3ABN
 Pure Till 4/15
 Won't Admit
 Abused You?
 Dan & Brandy

Danny Indicates,

"Linda Was Pure Through April 15!"

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April 6, 2004: "You Need Marriage Counseling"

Before we look at Danny Shelton's email of September 8, 2004, we're going to backtrack just a little to April 6, 2004. It was on that date that Linda's brother-in-law wrote Danny and recommended the counseling services of Larry Ryan. Notice that Larry Ryan was from an area code that corresponds to the Wichita, Kansas, area. He also served at some point as a pastor of West Valley Church of the Nazarene in Yakima, Washington.

----- Original Message -----
From: *****
To: Danny Shelton
Sent: Tuesday, April 06, 2004 10:14 PM

Your ministry and marriage are in trouble at this time. ***** and I have a strong desire for you to call Larry Ryan at (home 316-***-****) (cell 316-***-****). He is more qualified than anyone to help the two of you work through this. Your marriage and the ministry is worth saving. I will check back with you to ensure you and Linda have followed through. Be vulnerable and open your heart and listen to the "still small voice" which is our Lord Jesus Christ. To do this you MUST BE QUIET.

April 15, 2004: Trip to the Marriage Counselors

When did Danny and Linda go to see the Ryans? The following email tells us that it was on April 15.

Bear in mind that Danny and Linda differ in their accounts of what exactly the Ryans said.

----- Original Message -----
From: Danny Shelton
To: Linda Shelton
Sent: Tuesday, August 24, 2004 8:19 AM

Linda Sue,

...

Remember, the Nazarene counselors to you that you have no right to tell this man bad

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Dan & Brandy
Abused You?

Must Read:
Mom in Pain #1

things about me and our marriage because this was spiritual adultery. You agreed and said you could see that this was wrong.

On the flight home April 15, you promised not to talk to him again for two weeks, all the while planning on calling him the next day to tell him everything that went on. I have the phone records to prove it.

...

Love is forever!

Danny

Danny Shelton's Email of September 8, 2004

Okay, now we are ready for Danny's email of September 8, 2004. In that email he appears to acknowledge that Linda was "innocent" up to at least the time that she spoke with Larry Ryan and his wife Gayla on April 15. Thus we have Danny on record as saying that Linda was "sure" that her "intentions were pure" up through at least that date. His gripe is not that Linda was immoral prior to April 15, but that Dr. Abrahamsen's "intentions for you were selfish."

Also in this email:

- Danny offers to resign "in a minute" from 3ABN if it would prove to Linda that he didn't "get rid of" her "for personal reasons."
- Danny states his conviction that God wanted them to reconcile rather than marry someone else.
- He again speaks of Linda's traveling to Europe after the divorce without mentioning:
 - Her medical reasons for doing so.
 - Her going to see Elder Johann and Irmgard Thorvaldsson.
 - Nathan's intention of accompanying her on one of those trips.
- Danny admits that he may have been talking and acting inappropriately prior to April 15, which is one of the reasons Linda claimed that she needed to make the phone calls.

As far as his claims of wanting "nothing to do with anyone else at this point in my life," that apparent resolution was short-lived, as we shall see later.

Again we want to say that we believe that Danny's likening Dr. Arild Abrahamsen to chocolate-coated horse dung is totally inappropriate.

None of the emails on this page were provided to us by Linda Shelton.

----- Original Message -----
From: Danny Shelton
To: Linda Shelton
Sent: Wednesday, September 08, 2004 12:11 PM

The Lord impressed me to write you this early this morning.

EX0009

"The deception is in your perception!"

Think about it. Just because you perceived this relationship with this man to be innocent in the beginning, doesn't make it so.

While others, wise in years, and spiritual discernment, could see this man's intentions for you were selfish, you could not.

That's where you should have listened to the multitude of counselors, that the bible talks about.

You were so sure that your intentions were pure, that you ignored unbiased counsel like that from Larry and Gaila Ryan, who told you this relationship had to stop. The bible says the "HEART IS DECEITFUL ABOVE ALL THINGS". Linda, your heart deceived you. It still is. You have to know in your heart that even though we are divorced by man, that God would not have you in a relationship with another man that you are so close to that you would never look back at reconciliation. Without this man in your life, it is still possible that it would happen.

After the last two trips to Norway with him traveling all over Europe together, even your most ardent supporters now believe this has turned into a boyfriend girlfriend sexual relationship between you two. Why would anyone ever be able to feel differently.

Linda, if you had really planned on being in ministry you should have taken the higher road as your song says. You should be above reproach.

"The deception is in your perception"!

Please don't burn all your bridges back home, I believe that you are going to need them later, when the deception is broken.

I love you with all my heart. There is just nothing I can do for you right now to prove it. I cannot compromise 3ABN. It's bigger than us. If resigning would prove to you that this was not just a move to get rid of you for personal reasons, I would do it in a minute. But at this point I don't think that would help either.

When your perception of the deception is broken by God, you will see this relationship that you have bit into as a pile of horse dung that had chocolate coating. He was never a piece of chocolate cake for your life. He deceived you with words just like Satan did Eve in the garden of Eden.

Love is Forever!

Dan

ps. Linda, I've said all along that you would eventually have a physical relationship with this man. The Wichita counselors told you that too. You know the truth. You will deny it to man, but you cannot to God. Even if I had failed you, you should have gotten out of this relationship and tried to put ours back together. Instead, by early May, I heard you and he on the phone planning your vacations together to Scandinavia, and Las Vegas, and New York. I also heard you ask him to come across the ocean and rescue you from me. I also heard you tell him that you completely trusted him and I also heard you tell him that you

EX0010

were glad that he didn't dump you when you sent him an email telling him that you were breaking off your relationship with him. Linda, all of that was sin. Even if you thought I was wrong in how I was treating you, you had no business in keeping that relationship alive. By all rights, you should have broken off that relationship to take the higher road regardless of what I was saying and how I am acted.

I am doing that now. There are already a number of women who have heard that we are divorce and want to get in the picture. But even though I believe with all of my heart you are in the wrong. I want nothing to do with anyone else at this point in my life. I have to give God time to work a miracle! Can't you see that. You should not be traveling around the world with this man. Rumor has it that he is planning on being back in the US and traveling with you in Oct. Anyway you and me should be spending time alone like your web page says that you've been doing the last several months.

I may have wasted my time, but I felt the Lord impressed me to write this. If there is truth in what I have written I'm asking God to prick your heart when you read this and help you to be miserable your last week in Norway with this man! Yes, you can swallow these feelings in you chose, but I believe that God will prick your heart!

Between April 15 and April 27: Biblical Grounds for Divorce?

Just 12 days after the counseling session of April 15, Danny declared that Linda "no longer has a chance ... to ... save her marriage" since she had hidden his gun. What sort of chance is there that Linda committed fornication between April 15 and April 27, and thus gave Danny biblical grounds for divorce?

If Danny was willing to resign "in a minute" from 3ABN to prove to Linda that he didn't dump her "for personal reasons," is he willing to resign for the much graver allegation that he dumped her without having biblical grounds for doing so, and lied about it all?

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***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***

EX0011

An Attempt to Mend a Broken Network & Save the Cause of Christ from Reprach

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- Danny Shelton
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- Unbiblical
- Divorce?
- Meet the Board
- Not Fired for ...
- "Me or Nathan"
- May Ultimatum
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- "You Were Innocent"
- Back on 3ABN
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- Won't Admit
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- Dan & Brandy

Linda Says, "You Admit to No Wrong"

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September 24, 2004: "Happy Sabbath!"

This series of communications begins with the following short email from 3ABN president Danny Shelton, "the love of [Linda's] life." He writes to his ex-wife of three months, and his ex-vice president and ex-co-founder of perhaps not quite four months.

----- Original Message -----
From: Danny Shelton
To: Linda Shelton
Sent: Friday, September 24, 2004 8:37 PM

Happy Sabbath!

from: the love of your life!

September 24, 2004: "Therapeutic for Me to Vent"

Three months after the divorce, Linda tells "the love of her life" her perspective. She feels Danny overreacted, and she remembers his many tears, but she claims that he admits to no mistakes.

----- Original Message -----
From: Linda Shelton
To: Danny Shelton
Subject: Re:
Sent: Friday, September 24, 2004 10:29 PM

I know this has never sunk in when you've heard it before. I know you're more concerned about how you feel as opposed to how I feel. But I guess it's therapeutic for me to vent and let you hear it one more time. But you not only destroyed me, you killed me. You used me to try to cover your mistakes. You over-reacted, you had a pity party with too many people which inevitably destroyed my character in this church. Bad news travels fast. I think it shocked you that it happened so fast...in fact, in about 3 weeks I was done. I remember your tears. Many tears...but it was too late. And now you continue to use me as the scapegoat. You know, I know and God knows that you can never, ever backtrack from what you've done or what you've said. The damage is repairable, but only at your expense...and you're not willing to put your neck on the line, even if it means making things right. You know Dan, like I said recently, I admit and have publically admitted that I could have exercised better wisdom during the time of crisis. But you admit to no wrong.

- The Lost Bet
- Walt Admits
- Battered Wife:
- "Home Loan?"

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Abused You?

Must Read:
Mom in Pain #1

I think if I were you I'd be concerned about this. Although you see things your way...maybe, just maybe you're wrong. Maybe you did over-react and stick your foot in your mouth. Maybe you did act in anger not knowing what the results would be. Maybe there is a bit of blood on your hands. As sinners born with carnal natures, we can never be too sure. Can we??

No, I probably will never get over this. It's been worse than a nightmare, because it goes beyond what a human mind can imagine. But I'll always know the truth. No matter how you try to sugar-coat it, I know the truth. I guess I am an extremist when it comes to positive thinking because somehow I think you can't really be that bad. You can't really have done what you did. You can't really continue to do what you do. And really someday you will make things right. But I suppose I'm delusional. My mistakes were mistakes but your mistakes were vicious attacks. May God have mercy on you. Many really miss my ministry that God gave me to do. Can man mess up God's plans at times?? Ask John the Baptist. Ask Peter. Ask the martyrs. Does God have plan B?? Sure He does and I'm asking Him to put me there. Dan, it's a crying shame!!

Have a nice life.

September 24, 2004: "You Have to Acknowledge All of the Above and More Was Wrong"

Linda very clearly in the above email accused Danny of not admitting to any mistakes even though she had. Below is his reply in which he has an excellent opportunity to prove her wrong.

As mentioned previously, we do not condone Danny's choice of language in the first paragraph.

----- Original Message -----
From: Danny Shelton
To: Linda Shelton
Subject: Re: Re:
Sent: Friday, September 24, 2004 11:33 PM

Linda Sue, You sound so much like Kenny when you say you made some mistakes. I've yet to hear you say that this Dr. situation has been a pile of poop in our life. Not a piece of chocolate eake that you desire but can't have. Let me hear you say specifically what you have done. What mistakes do you admit to? Let me tell you a few important ones, as I see them.

[80 words about phone calls and Linda's February 7th broadcast.]

3. Buying tickets behind my back and planning on going on vacation to Florida with him behind my back. It doesn't make any difference whether Brenda was going with you or not, it was still wrong. ...

[339 words regarding allegedly planned trips, phone calls, phone cards, and a cell phone, bringing the mistakes Linda has to admit to up to 7.]

Linda, I could go on and on but I've said enough for you to get the point that at some time

in your life you will have to confess these sins to the Lord if you want his blessings on your new ministry. And at some point if you want to come back and start over with me, you have to at least acknowledge all of the above and more was wrong. You gave your heart to that man a long time ago.

Linda, your sins are destroying your ministry that God called you to do. Not mine or anyone else's but yours. You need to understand that.

I did not over react. I did the only thing that I knew how to do to keep you from going into the arms of another man and destroying our 20 yr marriage and ministry together. Had I slapped you around it would have been wrong. Had I done nothing but watch it all, I would have been wrong. I tried to intervene by getting spiritual counselors that I thought you would listen to. You did not and still don't.

Mark Finley told you the FIRST thing you had to do to start restoration was to drop the Dr. and you have refused. I will not be in a relationship with you as long as you think that this man is your friend and you want to run to him everytime something doesn't go your way.

Before I will let that happen, I am willing to stay away from the woman I love more than anything in the world, for the rest of my life. I could not live under those terms.

I have to see some actions on your part about dropping this Dr. first. Otherwise don't call and ask me questions about how it's going to be if you come back to 3ABN. I will NEVER take you back as long as you're so deceived that you think this man is your friend. He, not me, will ultimately be your destruction here and possibly in the eternity.

Please quit pointing your finger to me and ask God to show you the truth about what you have done. This man is not going to marry you. If he did, he will not treat you like a queen, making over your beauty and giving you back rubs and foot rubs, and allowing you to run freely with his money. He wants a Suzy homemaker. This relationship will end one way or the other. It will not last as it was spond by the devil. He knew your price, to get you to give your heart to another man.

It may have started innocent enough on your part, but it has become a far cry from innocent many months ago. As a Professional, he knew he was destroying your relationship with me all along. He coveted you and has now deceived you.

I've thought about this too Linda. I'm not willing to go back to that misery of always knowing you were driving around talking to him for hours at a time planning ways to be together all behind my back. I can never take anything like that again. It nearly tore my heart out. I truly hope it never happens to you!

I'll always love you. You are the love of my life. If we get together again, there will never be room for the Dr. or any other man in our life, the rest of our lives. The marriage counselors told me privately that 10 men can't fill the emotional needs that you have now. They said this Dr. will never satisfy you when it's just you and him. You will never satisfy each other. You two would never trust each other either because down deep, you both know what you have done, and you know it is wrong and sin.

Love is forever!

EX0014

from the love of your life
to the love of my life.

ps. I miss the old Linda terribly. Please do the right thing.

If it doesn't work for us, please let's don't be enemies. God could not bless either of us if we hate each other. We have to forgive. Linda I have already forgiven you. That's why I'm able to help you for the last several months. I just want to love you.

My oh my! Just imagine what his emails would be like if he had not forgiven her!

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***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***

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Won't Admit
Abused You?
Dan & Brandy

"None of Your Business If I Have a Girlfriend Named Brandy"

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February 8, 2005: First Email About Brandy

The following email by 3ABN president Danny Shelton is the earliest documentation we currently have of Danny having a new girlfriend named Brandy, the young lady he eventually married. There are reports that their relationship may have become noticeable at 3ABN around October 2004. Additionally, Danny himself informed a pastor at the ASI Convention in Grapevine, Texas, at lunch on Sabbath, August 5, 2006, that Brandy had been chasing him for 17 years, and that he finally gave in by marrying her.

9 Hours 4 Minutes Before the Carrot

The significance of the following email is that it was written just 9 hours and 4 minutes prior to Danny's email that held out a carrot to Linda of remarrying him and coming back to 3ABN.

At 1:20 AM: "... if I wanted to have a girlfriend now whether it would be a Brandy or a Jane Doe, it would be none of your business" At 10:24 AM: "I'm willing to talk to you about reconciliation of marriage and ministry." Now if you were in Linda's shoes, is it at all possible that your brain might become mush? And what if this kind of thing went on for 20 years?

We admit, some of Danny's accusations, allegations, and trashing leave unanswered questions, and some may wonder why Linda apparently hasn't had the sense to address some of these concerns in a forceful, direct, determined, concise, well-articulated, and convincing way. But then again, there are likely those who have been in similar situations that can guess why she hasn't done much of that at all.

Other Points of Interest

We can add a few comments about the accusations below:

- Linda has had concerns about her future financial security, compounded by fears that she may have trouble being employed in a ministry due to being branded as an adulteress. If Danny's accusations about her wanting more money from 3ABN are true, this might be the reason for her enquiry about getting a larger settlement.
- Danny admits that there are others than Linda who have felt wronged by him over the years. He mentions a gentleman named Steve in particular.
- Sometimes people assert that Danny doesn't run 3ABN, that the board does. In this email Danny thrice states that the board will not approve something unless he agrees to it.
- Danny asserts that he is ready to make public all his evidence against Linda. Yet even though it's been 49 days since Linda asked on February 15, 2007, that he do that very thing, he still hasn't done so.

And perhaps that last point is one of the best ways to look at Danny's oft repeated allegations of vacations for now. If he really has so much proof and evidence of such things, and of Linda giving him biblical grounds for remarriage, even though he admits that he had no such grounds for divorce, why is he so hesitant to release that

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evidence, especially when Linda has requested that he do so?

Added on 3/28/2007
Defy the Board
Board Action

Now if he finally delivers on what he so often claims that he has, then maybe we can take a different position.

Danny's Email

Added on 3/22/2007
Book Deals
Emails
Financial Aff.

----- Original Message -----

From: Danny Shelton
To: Linda Shelton
Sent: Tuesday, February 08, 2005 1:20 AM

Added on 3/20/2007
The Lost Bet

Linda, if you have something in mind you should let me know. If you want more money, you need to give me a reason why. If 3ABN gives you more money and you promise not to sue again, what's to make us think you won't turn around and sue after you spend that money also.

Added on 3/17/2007
Walt Admits: No
Evidence

You should know that I don't think that this board is going to give you any kind of second settlement unless I agree to it. I know you would like to work around me, but my educated guess is, that it's not going to happen without me in the loop, and rightfully so. I am still President and CEO.

Added on 3/16/2007
Pregnancy Test

My board members tell me you are spreading pure smut about me and telling them that I have been a con all along. You have the same problem as Steve. That same demon has jumped on you too. If I've been a con all along, then why did you go along with it? You tell people the FBI and whomever is investigating me and you don't want me to go to jail, ect, ect. But the truth is, first of all, my accountants will confirm I've done nothing wrong, and secondly if there had been mismanagement going on, you also would have to answer as you were the Vice President all along.

Added on 3/15/2007
Dan & Brandy
Abused You?

You surely can see the similarities between you and Steve now! You have become a garbage collector just like him. And you know what? My board members aren't buying any of your garbage! They can see that you are only out to try to destroy me and this ministry.

The only chance of you ever getting back in this ministry is when you realize that this man has been a pile of poop in your life and not a piece of chocolate cake. I told you that from the beginning. You didn't listen then and you are still not listening. Please quit doing what you have seen so many others before you do, and that is trying to fight God's channel of blessing, 3ABN, and thinking that you are really fighting me.

If you want to talk to Nick along with your lawyer that's OK., I've encouraged him to talk to you both. At this point I am ready for you to break your word and contract and sue, so that I can make all info public as you will have forced my hand by taking me to court. I've talked to several people who have talked to you and thought that you got a raw deal. After I spend 15 to 20 minutes telling them the real truth, they virtually all apologize to me. I'm not scared to take everything to court. You will not get your job back or win a settlement because you were let go from 3ABN. I have many witnesses as to your "bad" management practices. Some have even told me that you made them lie for you from time to time.

Again, I also don't believe that by going to Larry W. that the board will somehow decide to give you another settlement, unless I agree to it.

Must Read:
Mom in Pain #1

EX0017

4/5/2007

If you think you should have more money coming I would suggest that you put it in writing and tell us why that it's ok to break your other contract and ask for more.

May says you are telling her things about me and Brandy. **First of all you don't know, anything about what me and Brandy are or are not doing. And secondly, if I wanted to have a girlfriend now whether it would be a Brandy or a Jane Doe, it would be none of your business as you have now refused for over a year to let this Norwegian man go.** You have refused all counsel that told you he must go, yet you and he still travel together and stay in each other's homes for up to two weeks at a time. I told you a long time ago that I can document all your travel schedule and I have. May says you told her that you have only been to Norway once and that was a year ago January. I told her that if she wasn't mistaken then you told her a big lie as I can document all your trips there. Surely she got that part of your conversation mixed up. I don't think you would think everyone is such simpleton's that we don't know the truth about your solo trips to Europe.

Anyway, we've been divorced for nearly eight months and we all know that I have biblical grounds. **If I want to date someone else I am free to do it. You dated this man for months while we were married.** That is called sin, anyway you want to cut it.

You shouldn't worry anyway. Remember, you told me that the only thing I would ever get compared to you was "An old used dirty dish rag".

Danny Shelton

< Prev.

Next >

Save3ABN.com
Not © 2007

84288

***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***

EX0018

An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

SEARCH

Home Page
Tommy Shelton
Danny Shelton
ASI
Smokescreen
Abuse of Power
Ethical
Allegations
Financial
Allegations
Book Deals
Form 990's

Financial Allegations Against Danny Shelton

Next >

On January 18, 2007, 3ABN president Danny Shelton and company did yet another special damage-control 3ABN Live broadcast. The participants on the broadcast scoffed at the idea that there was any sort of criminal investigation going on. They stated that board member Carmelita Troy, whose specialty is fraud detection and who teaches accounting at a government institution, had not found anything, and if she hadn't found anything, there must not be anything there.

This appears to be a good argument to use against the financial allegations that have been circulating for a long, long time. However, a source close to the situation has informed us that Troy, as of a couple months ago, had relied upon the auditor's statements, and had not looked at the books for herself.

Of course, there are quite a few things to check for, and thus quite a bit for authorities to investigate in the future, if it really is true that they aren't investigating now. For example, according to sources close to the administration of 3ABN:

- Danny allegedly purchased a three-year-old van using 3ABN funds, and then sold it to a family member for \$10.
- Danny allegedly purchased furniture with 3ABN funds for a 3ABN set, and on the way back to 3ABN had the moving crew put it in his own house instead. His existing furniture was what ended up on the set.
- Danny allegedly purchased furniture for a guest house for E.C. at nearly new prices from his sister, Tammy Shelton Chance, allowing her to get new furniture for her home. But since Brenda Walsh didn't like the furniture, Danny gave it to two different family members instead, and 3ABN bought all new furniture for the guest house.
- A \$10,000 love gift check from 3ABN was allegedly sent to Tommy Shelton in 1999, at a time when Tommy was pastoring the Community Church of God in Dunn Loring, Virginia.

What the love gift was used for is uncertain, but questions have been raised as to whether it was used to pay off yet another Tommy Shelton child molestation victim.

Perhaps there wasn't any problem using 3ABN funds to purchase a van and furniture for the benefit of Shelton family members if they worked at 3ABN, and if the benefit appeared on their W-2's. But according to some sources, such things don't end up on W-2's.

When folks have these type of questions of this serious of a nature, it would seem that the logical thing to do would be to just open the books and let everyone see them. To not do so raises the question as to whether these allegations just might be true. And if the allegations are false, and Danny has nothing to hide, he wouldn't have anything to worry about if he did so.

Sooner or later, with allegations of this nature swirling around, one would expect the authorities to join the fray and start asking questions too. 501(c)3 non-profit organizations are not allowed to use donor funds in this manner, and 3ABN could lose its non-profit status if these allegations prove true.

How will allegations of this sort affect the giving patterns of 3ABN's donors? If Danny Shelton continues to refuse to answer questions in a professional, open manner, will donors demand a house cleaning before they give any more?

Correspondence
Untruths
Alleged Illegal
Activities
Danny's Apologists
Leonard Westphal
Litigation, etc.
Letters of Support
News Releases
Contact Us

Added on 4/4/2007
Form 990's

Added on 4/1/2007
Furniture

Added on 3/28/2007
Defy the Board
Board Action

Added on 3/22/2007
Book Deals
Emails
Financial Aff.

Added on 3/20/2007
The Lost Bet

Added on 3/17/2007
Walt Admits: No
Evidence

Added on 3/16/2007
Pregnancy Test

Added on 3/15/2007
Dan & Brandy
Abused You?



An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

Home Page
Tommy Shelton
Danny Shelton
Danny's Apologists
Leonard Westphal
Litigation, etc.
Gerald Duffy
Gerry Spence
Martial Property
Lawsuit Filed!!!

Letters of Support
Letters of Criticism
News Releases
Contact Us

Gerald Duffy to Gailon Joy: "Cease & Desist!"

[Next >](#)

In desperation at the growing crisis, not wanting to consider stepping aside, unwilling to explain the growing number of allegations, wishing to silence any and all opposition, and resistant to the idea of apologizing for his many alleged lies, Danny Shelton secured a cease and desist letter from a Minneapolis law firm. This letter was sent to Gailon Arthur Joy on January 30, 2007.

Added on 5/9/2007
Anonymous #2

Why a Minneapolis law firm when D. Michael Riva of West Frankfort is usually the one who handles such things? Perhaps Gailon Joy is not quite as bumbling and fumbling as Danny Shelton would have us believe, and thus Danny has to resort to a firm with greater expertise.

Added on 5/8/2007
Merger ?'s
Lisa M #3
Reactions #3
(Updated)

Yet the fact that the law firm was out of Minneapolis and has been used in the past by Garwin McNeilus, a long-time supporter of 3ABN, is troubling. We trust that McNeilus is not involved in any way in the cover up of the various allegations of the Danny Shelton Corruption Scandal.

Added on 5/4/2007
Alfred Smith

Added on 5/3/2007
Lawsuit Filed!!!

One thing that is definitely certain is that the cease and desist letter below makes no threat whatsoever of litigation, suggesting that there probably is no legal basis for its demands.

Added on 4/27/2007
Mene, Mene,
Tekel, Parsin

Comments will follow.

Added on 4/26/2007
The Corrupt
Mary Penny #2
"Not a Victim"
SH

"Cease & Desist!"

Added on 4/25/2007
Resignation
(Updated)
PJMusic
Pastor Doug
Constituency

Must Read:
Mom in Pain #1

Law Offices
SIEGEL, BRILL, GREUPNER, DUFFY & FOSTER, P.A.
1300 WASHINGTON SQUARE
100 WASHINGTON AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55401

TELEPHONE (612) 337-6100
TELECOPIER (612) 337-8108

JOSIAH E BRILL, JR
 JAMES R GREUPNER

MICHAEL J VIOLA

GERALD S DUFFY	JERRIE M HAYES
WOOD R FOSTER, JR	MARK THIEROFF
THOMAS H GOODMAN	KRISTIN L KINGSBURY
JOHN S WATSON	
WM CHRISTOPHER PENWELL	
ANTHONY J GLEEKEL	
SHERRI L ROHLF	
JORDAN M LEWIS*	
BRIAN E WEISBERG	
STEVEN J WEINTRAUT	
M GREGORY SIMPSON	
JAMES A YAROSH	

Writer's E-Mail Address: GerryDuffy@sbgdf.com

Writer's Voicemail Number: (612) 337-6106

January 30, 2007

Gailon Arthur Joy ***VIA E-MAIL - Gabbjoy@comcast.net***
 3 Clinton Road ***and CERTIFIED / RETURN RECEIPT***
 Box 1425 ***U.S. MAIL***
 Sterling, MA 01564

and

Gailon Arthur Joy ***CERTIFIED / RETURN RECEIPT U.S.***
 24 Clinton Road ***MAIL***
 Sterling, MA 01564

NOTICE: This letter Constitutes a confidential legal communication, which is not for publication. The contents of this communication are subject to common law copyright and may not be reproduced, in whole or in part, in any form or media, without the express, written permission of the author.

Gailon Arthur Joy:

This law firm represents Mr. Danny Shelton and the Three Angels Broadcasting Network, Inc. ("3ABN"), which has informed us that you are involved in the use and exploitation of 3ABN's trademarked, copyrighted name in your website, "www.save3abn.com." Use of 3ABN's name without our client's license or other authorization to do so constitutes an illegal misappropriation of the same, in violation of state and

federal copyright and trademark laws. Additionally, use of the phrase "3ABN" in your domain name is likely to cause confusion among the public as to the source,

[Page 2]

sponsorship or affiliation of your website, resulting in dilution of 3ABN's trademark, which is a separate and additional violation of federal law.

It has also come to our attention that you have inappropriately copied and posted a lengthy excerpt from a 3ABN broadcast on the website referred to above. This action constitutes a violation of 3ABN's exclusive copyright on all audio and video productions created by the Network and on all television transmissions of the same, and is a blatant violation of federal law. Moreover, the presence of this excerpted broadcast serves to heighten the likelihood that the public will be confused into believing that your website is somehow sponsored by or affiliated with 3ABN, which only furthers 3ABN's claim of trademark dilution.

Finally, we have been informed that you have maliciously published outrageous, highly damaging and defamatory statements about both Danny Shelton and 3ABN on this same website. These despicable statements include, but are not limited to:

- 3ABN, through its board chairman has "admitted in writing that Danny [Shelton] had been involved in a cover up" of criminal conduct
- Danny Shelton knowingly lied regarding a feud between Tommy Shelton and Glenn Dryden
- 3ABN directed an attorney to use "intimidation tactics to cover up allegations of child molestation"
- Danny Shelton attempted to cover up and silence child molestation allegations
- Danny Shelton "abuses his power" and "steam roll[s] over alleged victims of his brother Tommy's sexual misconduct."

(hereinafter the "Statements").

The obvious meaning of these horrendous falsehoods is that Danny Shelton and 3ABN participated in an orchestrated effort to cover up alleged criminal conduct. The actions you

falsely attribute to our clients would be a crime and, as I am sure you are aware, false accusations of criminal conduct constitute defamation *per se* by you.

Therefore, on behalf of Three Angels Broadcasting Network and Mr. Danny Shelton, we hereby demand that you immediately cease and desist from the use of the domain name "save3ABN.com" and that you voluntarily surrender and transfer registration of the domain to 3ABN. You are also informed and hereby notified that you are not authorized to use and are, in fact, expressly prohibited from using, Three Angel [*sic.*] Broadcasting Network's name, or its trademarked nominer "3ABN" in any future website domain name or URL.

We hereby also demand that you immediately remove, from any and all websites to which you have author access, including "www.save3abn.com," any recorded excerpts of any 3ABN broadcasts.

[Page 3]

We also hereby demand that you immediately cease and desist from the publication of false statements concerning Danny Shelton and 3ABN and that you immediately remove such statements from the "www.save3abn.com" website. In the event that you receive any inquiries from any person or entity about the Statements, we demand you notify the inquiring party that you have been put on notice by Danny Shelton and 3ABN that the statements are false and defamatory.

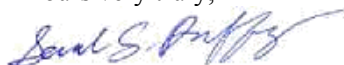
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investigative reporters. More than ever, we stand behind the legal propriety, moral correctness, intellectual honesty, financial soundness, and operational appropriateness of each and every business decision 3ABN has ever made.

As part of its commitment to passionately and effectively spread the Gospel and Good News of the Lord, 3ABN has always welcomed honest feedback, constructive criticism, and suggestions for improvement of the ministry. But its Christian commitment to the Truth will not allow 3ABN to tolerate factually unfounded allegations of impropriety, baseless and prurient gossip, inflammatory innuendo, and unjustified attacks on the organization. 3ABN does not approach such assaults as an objective effort to unmask "truth," but as the divisive and destructive work of the Enemy designed to hinder and frustrate God's work. 3ABN will not quietly resign itself to any effort to obstruct God's message.

Your reckless, willful and malicious activity must cease immediately; you proceed at your own peril. Moreover, your compliance with the demands contained in this letter does not constitute a waiver, relinquishment or abandonment of any right to remedy or enforcement, either legal or equitable, to which our clients are otherwise entitled.

Yours very truly,



Gerald S. Duffy

/jmw

Comments

Common Law Copyright

Duffy seeks to prohibit the publication of his letter through the invoking of "common law copyright." Besides giving credence to the accusation that there is a cover up going on, his invoking of common law copyright is really the invoking of a "legal doctrine" that was "repudiated" by the United States in 1834:

Common law copyright is the legal doctrine which contends that copyright is a natural right and creators are therefore entitled

to the same protections anyone would be in regard to tangible and real property. The doctrine was repudiated by the courts in the United Kingdom (*Donaldson v. Beckett*, 1784) and the United States (*Wheaton v. Peters*, 1834). (["Common law copyright"](#))

3ABN's Trademarked Name Used in Domain Name

"Confusion ... As to the Source, Sponsorship or Affiliation of Your Website"

On February 7, 2003, a rather famous case as far as the internet is concerned was decided by the U.S. Sixth Circuit Court of Appeals, *The Taubman Company v. Webfeats, et al.* Here is a quote from that Appeals Court decision which directly addresses one of Duffy's stated concerns:

"Under Lanham Act jurisprudence, it is irrelevant whether customers would be confused as to the origin of the websites, unless there is confusion as to the origin of the respective products."

The questions is, which holds sway? First Amendment free speech rights or the Lanham Act which governs trademark issues in the U.S.? The Court quoted the following from the Lanham Act:

Any person who shall, without the consent of the registrant

a) use in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive

The court then noted:

- If the use of the trademark is not commercial speech, then the Lanham Act does not apply.
 - The Lanham Act has jurisdiction if there is advertising on the site, such as links that go to commercial sites.
 - The Lanham Act applies if there has been a habit of reselling at high prices domain names that contain trademarks.
- The presence of a disclaimer and the use of "sucks" in the domain name reduces the likelihood of confusion.

- Even if a website is intended to cause economic harm, it must also create confusion as to the origin of respective goods.
- The defendant in the case was not peddling competing goods.

As far as Save3ABN.com goes:

- There is no advertising on this website, and we are not selling anything.
- We do not buy such domain names and sell them at a high profit margin.
- There is a [disclaimer](#) on our home page, and the domain name is prefixed by the word "Save."
- This site is not intended to cause economic harm, and everyone can plainly see that we are not 3ABN.

Is the "Save" Really Necessary in Save3ABN.com?

On April 4, 2005, a decision by the U.S. Ninth Circuit Court of Appeals in the case of *Bosley Medical v. Michael Steven Kremer* was filed. We quote from that opinion:

Defendant Michael Kremer was dissatisfied with the hair restoration services provided to him by the Bosley Medical Institute, Inc. In a bald-faced effort to get even, Kremer started a website at www.BosleyMedical.com, which, to put it mildly, was uncomplimentary of the Bosley Medical Institute. The problem is that "Bosley Medical" is the registered trademark of the Bosley Medical Institute, Inc., which brought suit against Kremer for trademark infringement and like claims. Kremer argues that noncommercial use of the mark is not actionable as infringement under the Lanham Act. Bosley responds that Kremer is splitting hairs.

Like the district court, we agree with Kremer. We hold today that the noncommercial use of a trademark as the domain name of a website — the subject of which is consumer commentary about the products and services represented by the mark — does not constitute infringement under the Lanham Act. (*Bosley Medical v. Michael Steven Kremer*)

Perhaps, our domain name wouldn't even have to be prefixed with the word "Save," and it would still be all right.

Excerpts of Broadcasts Posted on Website

Duffy's assertions conflict with 3ABN's own, posted copyright notice:

Copyright Statement and Acceptable Use Policy

Except where otherwise noted, all content within the domain of www.3abn.org is owned by and under the copyright of Three Angels Broadcasting Network, Inc. (3ABN).

Use of any content on this site — including use of online media, logos, graphics, names, or information — to impersonate 3ABN or act as an unauthorized representative of 3ABN is prohibited. Use of the 3ABN logo without express permission from 3ABN is prohibited. Any slanderous, obscene, or immoral use of any content on this site is prohibited.

3ABN permits the not-for-profit recording and distribution of television and radio programs produced by 3ABN, provided such distribution meets the criteria specified in the preceding paragraph. (However, not all programs aired on 3ABN are produced by 3ABN; some programs produced by other organizations may be protected by additional copyright restrictions.) (<http://www.3abn.org/copyright.cfm>, accessed Feb. 4, 2007)

The only possibility for problems appears to be if the [posted video](#) itself is "slanderous." But then, why would 3ABN broadcast programs that are slanderous?

The Judgment of God

Duffy wrote, "... we proudly withstand the ongoing judgment of God and the continuing examination by our supporters and viewers." Doesn't "withstand" mean to "defy" or "resist"? Did Duffy really want to say a thing like that?

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 TELEPHONE (612) 337-6100
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JOSAH E. BRILL, JR.
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 JOHN B. WATSON
 WM. CHRISTOPHER DWELL
 ANTHONY J. GAFFNEY
 SHEAR L. ROSE
 SCHEIDT LINDSAY
 BRIANNE WESSELAG
 STEVEN J. WENTRAIT
 M. GREGORY EMBISON
 JAMES A. YANCOCH

MICHAEL J. VIELA
 JEROME M. HAYES
 MARK THELCOFF
 KRISTINA KRAGIDZURY

Miner's E-Mail Address: Gerry.Duffy@sbjgd.com
 Writer's Voluntary Number: (612) 337-6106

January 30, 2007

Gailon Arthur Joy
 3 Clinton Road
 Box 1425
 Sterling, MA 01564

VIA E-MAIL - Gabbjoy@comcast.net
 and CERTIFIED / RETURN RECEIPT U.S. MAIL

and

Gailon Arthur Joy
 24 Clinton Road
 Sterling, MA 01564

CERTIFIED / RETURN RECEIPT U.S. MAIL

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January 29, 2007
Page 2

sponsorship or affiliation of your website, resulting in dilution of 3ABN's trademark, which is a separate and additional violation of federal law.

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January 29, 2007
Page 3

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Yours very truly,

Gerald S. Duffy

/jmw

[Next >](#)

Save3ABN.com
Not © 2007

182532

***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***



**An Attempt to Mend a Broken Network
& Save the Cause of Christ from Reproach**

- Home Page
- Tommy Shelton
- Danny Shelton
- ASI
- Smokescreen
- Abuse of Power
- Ethical
- Allegations
- Financial
- Allegations
- Book Deals
- Emails
- Financial Aff.

**Danny Shelton's
July 2006 Financial Affidavit**

[< Prev.](#)

The accounting of 3ABN appears to be off limits to nearly everyone. That is unfortunate, for it makes it extremely difficult to demonstrate that various allegations of financial improprieties are simply untrue. Yet the following affidavit is one piece of financial information that is fairly accessible, having been filed at the Franklin County Circuit Court in July 2006.

Form 990's

For the significance of the following information, please see "[Comments.](#)"

- Correspondence
- Untruths
- Alleged Illegal Activities
- Mene, Mene, Tekel, Parsin

- Danny's Apologists
- Leonard Westphal
- Litigation, etc.
- Letters of Support
- Letters of Criticism
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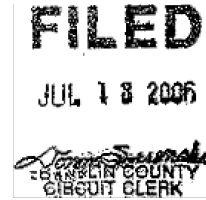
Added on 4/25/2007
Resignation
(Updated)
PJMUSIC
Pastor Doug
Constituency

Must Read:
Mom in Pain #1

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL
CIRCUIT**

FRANKLIN COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF)
)
 LINDA SUE SHELTON,)
)
 Petitioner,)
)
 vs.) No. 05-D-30
)
 DANNY LEE SHELTON,)
)
 Respondent.)



FINANCIAL AFFIDAVIT

Pre-Judgment Post-Judgment

I. INTRODUCTION

I, Danny L. Shelton, on oath state that my present age is 55, and that:

(b) (POST-JUDGMENT ONLY): The marriage of the parties was dissolved on June 25, 2004.

[-2-]

II. PARTIES AND CHILDREN

HUSBAND

Name: Danny L. Shelton
 Address: 2954 New Lake Rd.
 West Frankfort, IL 62896
 Soc. Sec. #: xxx-xx-xxxx
 Date of Birth: xx/xx/51 Age: 55
 Employer: Three Angels Broadcasting
 Occupation: Television

WIFE

Name: _____
 Address: _____
 Soc. Sec. #: _____
 Date of Birth: _____ Age: _____
 Employer: _____
 Occupation: _____

CHILDREN

NAME	Date of Birth	Age	With Whom Residing
N/A			
_____	_____	_____	_____
_____	_____	_____	_____

IMPORTANT- **Attach most recent of last three months' pay stubs showing your year-to-date earnings and deductions. Also attach all pages & W-2 Forms of your last filed Federal and State Income Tax Returns. For those individuals who receive any income from self-employment sources, attach Federal and State Income Tax Returns for the last two years and supporting documentation for year-to-date earnings.**

III. STATEMENT OF INCOME

	<u>HUSBAND</u>	<u>WIFE</u>
<u>GROSS MONTHLY INCOME</u> from: Salary, wages, commissions, bonuses, allowances & overtime (NOTE: To arrive at gross monthly income multiply weekly gross by 52 and divide by 12, or multiply bi-weekly income by 26 and divide by 12)	\$5,991.00	\$ _____

[-3-]

III. STATEMENT OF INCOME (CONT.)

Pension or retirement	\$ _____	\$ _____
Social Security benefits	\$ _____	\$ _____
Disability or unemployment benefits	\$ _____	\$ _____
Public aid (ADC-Welfare)	\$ _____	\$ _____
Child support from prior marriage (alimony)	\$ _____	\$ _____
Rents	\$ _____	\$ _____
Other Income (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL GROSS MONTHLY INCOME	\$5,991.00	\$ _____

DEDUCTIONS:

Federal income tax withheld	\$1,035.00	\$ _____
State income tax withheld	\$175.00	\$ _____
Social Security and Medicare withheld	\$458.00	\$ _____
Medical or other health-related insurance	\$ _____	\$ _____
Union dues/mandatory retirement contributions	\$ _____	\$ _____
Dependent and individual health/hospital insurance premiums	\$ _____	\$ _____
Prior Court ordered support and/or maintenance, actually paid pursuant to a Court Order	\$ _____	\$ _____
Other deductions permitted by 750 ILCS §505(a)(3)(h) – (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL NET MONTHLY INCOME	<u>\$4,323.00</u>	\$ _____

[-4 -]

IV. ESTIMATED MONTHLY EXPENSES

Repair and upkeep	\$150.00
Housekeeper and yard work	\$50.00
Homeowners insurance	\$70.83
Real estate taxes (not included in house payment)	\$450.00
Other (specify):	
	\$
	\$
SUBTOTAL	<u>\$720.83</u>

UTILITIES:

Electricity	\$175.00
Gas/Heating oil	\$25.00
Water and sewer	\$25.00
Telephone	\$65.00
Trash removal	\$50.00
Cable TV	-
Other (specify):	
Internet	\$20.00
	\$
	\$
SUBTOTAL	<u>\$360.00</u>

[-5-]

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

Food, milk, household supplies	\$550.00
School lunches	\$ _____
Meals outside home	\$150.00
Other (specify):	\$ _____
_____	\$ _____
_____	\$ _____
SUBTOTAL	<u>\$700.00</u>

CLOTHING:

Clothing (self)	\$150.00
Clothing (children)	\$ _____
Laundry & dry cleaning	\$50.00
Other (specify):	\$ _____
_____	\$ _____
SUBTOTAL	<u>\$200.00</u>

MEDICAL CARE (after insurance reimbursement):

Doctor & dentist (self)	\$ _____
Drugs & medical supplies (self)	\$ _____
Doctor & dentist (children)	\$ _____
Drugs & medical supplies (children)	\$ _____
Medical and dental insurance	\$ _____
(Do not list if already listed in III on page 3 as a deduction from gross income)	
Other (specify):	\$ _____
_____	\$ _____

[-6-]

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

Truck payment	\$463.00
Repair & maintenance	\$25.00
Gas & oil	\$150.00
Insurance	\$100.00
License and registration	\$8.00
Bus fare/parking	\$ _____
Other (specify):	\$ _____
	\$ _____

SUBTOTAL \$746.00

MISCELLANEOUS:

	<u>CHILD</u>	<u>YOURS</u>
Child care/babysitter		\$ _____
School & school supplies	\$ _____	\$ _____
Church/charitable contributions		\$500.00
Newspapers, magazines & books		\$ _____
Barber/beauty shop	\$ _____	\$ _____
Life insurance premiums		\$ _____
Disability insurance premiums		\$ _____
Professional dues		\$ _____
Voluntary retirement contributions		\$ _____
Allowance (children's)	\$ _____	
Recreation/entertainment	\$ _____	\$ _____
Family pets (horses and dogs)		\$612.47
Family gifts		\$200.00
Toiletries	\$ _____	\$ _____
	SUBTOTAL	\$1,312.47

[-7-]

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Others (specify):	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
SUBTOTAL	<u>\$0.00</u>
TOTAL AVERAGE MONTHLY EXPENSES:	<u>\$4,039.30</u>

V. RECAP

NET MONTHLY INCOME	\$4,323.00
TOTAL MONTHLY LIVING EXPENSES	\$4,039.30
DIFFERENCE BETWEEN NET INCOME & EXPENSES	\$283.70
LESS MONTHLY DEBT SERVICE	\$ _____
INCOME AVAILABLE PER MONTH	<u>\$283.70</u>

[-8-]

VI. ASSETS (Designate each non-marital asset as "NM")

REAL ESTATE:

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Residence	2954 New Lake Rd. West Frankfort, IL	\$275,000.00	Danny

MOTOR VEHICLES:

<u>DESCRIPTION (Year, make and model)</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
2006 Dodge Ram truck (post-divorce)	\$25,000.00	Danny
1948 Willys Jeepster	\$8,500.00	_____
Jon boat, motor and trailer	\$500.00	_____
Horse trailer	\$750.00	_____

CASH AND FINANCIAL ACCOUNTS: (Banks, savings and loans, and credit unions)

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Checking account	Mid-Country	\$1,500.00	Danny
Saving account	Mid-Country	\$1,000.00	Danny
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[-9-]

VI. ASSETS (CONT.)

INVESTMENTS: (Stocks, bonds and other securities)

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
None			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RETIREMENT ACCOUNTS:

<u>TYPE</u>	<u>COMPANY</u>	<u>CONTRIBUTORY/ NON-CONTRIBUTORY</u>	<u>PRESENT VALUE</u>
None			
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

LIFE INSURANCE:

<u>TYPE</u>	<u>COMPANY</u>	<u>AMOUNT COVERAGE</u>	<u>BENEFICIARY</u>	<u>CASH SURR. VALUE</u>
None				
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

[-10-]

VI. ASSETS (CONT.)

**HOUSEHOLD GOODS, APPLIANCES AND ALL OTHER
PROPERTY NOT PREVIOUSLY LISTED:**

<u>DESCRIPTION</u>	<u>PURPOSE</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Marital property Denny received:			
Bowflex exercise machine			
Stove			
2 Refrigerators			
Dishwasher			
2 Freezers			
Master bedroom set			
Downstairs bedroom set			
Old outside lawn furniture			
10 Horses + 2 horses sold	West Frankfort, IL	\$17,750.00	(\$4,500.00)
1 Martin guitar	Same	\$9,000.00	
1 Dog	Same	\$600.00	

VII. DEBTS (Designate each non-marital debt as "NM")


<u>NAME OF CREDITOR</u>	<u>PURPOSE</u>	<u>BALANCE</u>	<u>MONTHLY PAYMENT</u>
Merlin Fharli	Mortgage loan	\$200,000.00	ann. interest
Citizen's Bank	Truck loan	~ \$10,000.00	\$463.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[-11-]

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

DATED: 7/13, 2006.



 Danny L. Shelton

II. PARTIES AND CHILDREN

HUSBAND

Name: Danny L. Shelton
Address: 2954 New Lake Rd.
West Frankfort, IL 62896
Soc. Sec. #: xxx-xx-
Date of Birth: 11/51 Age: 55
Employer: Three Angels Broadcasting
Occupation: Television

WIFE

Name: _____
Address: _____
Soc. Sec. #: _____
Date of Birth: _____ Age: _____
Employer: _____
Occupation: _____

CHILDREN

NAME	Date of Birth	Age	With Whom Residing
N/A			

IMPORTANT - Attach most recent of last three months' pay stubs showing your year-to-date earnings and deductions. Also attach all pages & W-2 Forms of your last filed Federal and State Income Tax Returns. For those individuals who receive any income from self-employment sources, attach Federal and State Income Tax Returns for the last two years and supporting documentation for year-to-date earnings.

III. STATEMENT OF INCOME

GROSS MONTHLY INCOME from:
Salary, wages, commissions, bonuses,
allowances & overtime (NOTE: To
arrive at gross monthly income multiply
weekly gross by 52 and divide by 12, or
multiply bi-weekly income by 26 and
divide by 12)

HUSBAND WIFE

\$5,991.00 \$ _____

III. STATEMENT OF INCOME (CONT.)

Pension or retirement	\$ _____	\$ _____
Social Security benefits	\$ _____	\$ _____
Disability or unemployment benefits	\$ _____	\$ _____
Public aid (ADC-Welfare)	\$ _____	\$ _____
Child support from prior marriage (alimony)	\$ _____	\$ _____
Rents	\$ _____	\$ _____
Other Income (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL GROSS MONTHLY INCOME	\$5,991.00	\$ _____
DEDUCTIONS:		
Federal income tax withheld	\$1,035.00	\$ _____
State income tax withheld	\$175.00	\$ _____
Social Security and Medicare withheld	\$458.00	\$ _____
Medical or other health-related insurance	\$ _____	\$ _____
Union dues/mandatory retirement contributions	\$ _____	\$ _____
Dependent and individual health/hospital insurance premiums	\$ _____	\$ _____
Prior Court ordered support and/or maintenance, actually paid pursuant to a Court Order	\$ _____	\$ _____
Other deductions permitted by 750 ILCS §505(a)(3)(h) - (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL NET MONTHLY INCOME	\$4,323.00	\$ _____

-3-

IV. ESTIMATED MONTHLY EXPENSES
 (* mark if a projected expense - Affiant must be prepared to submit testimony to support the same)

HOUSEHOLD:

House payment (interest)	See page 10, Art. VII
Repair and upkeep	\$150.00
Housekeeper and yard work	\$50.00
Homeowners insurance	\$70.83
Real estate taxes (not included in house payment)	\$450.00
Other (specify):	\$ _____
	\$ _____
SUBTOTAL	\$720.83

UTILITIES:

Electricity	\$175.00
Gas/Heating oil	\$25.00
Water and sewer	\$25.00
Telephone	\$65.00
Trash removal	\$50.00
Cable TV	-
Other (specify):	
Internet	\$20.00
	\$ _____
	\$ _____
SUBTOTAL	\$360.00

-4-

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

FOOD:

Food, milk, household supplies	\$550.00
School lunches	\$ _____
Meals outside home	\$150.00
Other (specify):	\$ _____
_____	\$ _____
_____	\$ _____
SUBTOTAL	\$700.00

CLOTHING:

Clothing (self)	\$150.00
Clothing (children)	\$ _____
Laundry & dry cleaning	\$50.00
Other (specify):	\$ _____
_____	\$ _____
SUBTOTAL	\$200.00

MEDICAL CARE (after insurance reimbursement):

Doctor & dentist (self)	\$ _____
Drugs & medical supplies (self)	\$ _____
Doctor & dentist (children)	\$ _____
Drugs & medical supplies (children)	\$ _____
Medical and dental insurance	\$ _____
<small>(Do not list if already listed in III or page 3 as a deduction from gross income)</small>	
Other (specify):	\$ _____
_____	\$ _____

IV. ESTIMATED MONTHLY EXPENSES (CONT.)		
<u>TRANSPORTATION:</u>		
Truck payment		\$463.00
Repair & maintenance		\$25.00
Gas & oil		\$150.00
Insurance		\$100.00
License and registration		\$8.00
Bus fare/parking		\$ _____
Other (specify):		\$ _____
		\$ _____
		\$ _____
	SUBTOTAL	\$746.00
<u>MISCELLANEOUS:</u>		
	<u>CHILD</u>	<u>YOURS</u>
Child care/babysitter	\$ _____	\$ _____
School & school supplies	\$ _____	\$ _____
Church/charitable contributions		\$500.00
Newspapers, magazines & books		\$ _____
Barber/beauty shop	\$ _____	\$ _____
Life insurance premiums		\$ _____
Disability insurance premiums		\$ _____
Professional dues		\$ _____
Voluntary retirement contributions		\$ _____
Allowance (children's)	\$ _____	\$ _____
Recreation/entertainment	\$ _____	\$ _____
Family pets (horses and dogs)		\$612.47
Family gifts		\$200.00
Toiletries	\$ _____	\$ _____
	SUBTOTAL	\$1,312.47

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

CREDITOR PAYMENTS NOT PREVIOUSLY LISTED:

Monthly installment payments (credit cards):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Others (specify):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBTOTAL \$0.00

TOTAL AVERAGE MONTHLY EXPENSES: \$4,039.30

V. RECAP

NET MONTHLY INCOME	\$4,323.00
TOTAL MONTHLY LIVING EXPENSES	\$4,039.30
DIFFERENCE BETWEEN NET INCOME & EXPENSES	\$283.70
LESS MONTHLY DEBT SERVICE	\$ _____
INCOME AVAILABLE PER MONTH	\$283.70

-7-

VI. ASSETS (Designate each non-marital asset as "NM")

REAL ESTATE:

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Residence	2954 New Lake Rd. West Frankfort, IL	\$275,000.00	Danny

MOTOR VEHICLES:

<u>DESCRIPTION (Year, make and model)</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
2006 Dodge Ram truck (post-divorce)	\$25,000.00	Danny
1948 Willys Jeepster	\$8,500.00	_____
Jon boat, motor and trailer	\$500.00	_____
Horse trailer	\$750.00	_____

CASH AND FINANCIAL ACCOUNTS: (Banks, savings and loans, and credit unions)

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Checking account	Mid-Country	\$1,500.00	Danny
Savings account	Mid-Country	\$1,000.00	Danny
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

-8-

VI. ASSETS (CONT.)

INVESTMENTS: (Stocks, bonds and other securities)

DESCRIPTION	LOCATION	PRESENT VALUE	HOW TITLE HELD
None			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RETIREMENT ACCOUNTS:

TYPE	COMPANY	CONTRIBUTORY/ NON-CONTRIBUTORY	PRESENT VALUE
None			\$ _____
_____	_____	_____	\$ _____

LIFE INSURANCE:

TYPE	COMPANY	AMOUNT COVERAGE	BENEFICIARY	CASH SURR. VALUE
None				\$ _____
_____	_____	_____	_____	\$ _____

-9-

VI. ASSETS (CONT.)
HOUSEHOLD GOODS, APPLIANCES AND ALL OTHER PROPERTY NOT PREVIOUSLY LISTED:

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Marital property Denny received:			
Bowflex exercise machine			
Stove			
2 Refrigerators			
Dishwasher			
2 Freezers			
Master bedroom set			
Downstairs bedroom set			
Old outside lawn furniture			
10 Horses + 2 horses sold	West Frankfort, IL	\$17,750.00 (\$4,500.00)	
1 Martin guitar	Same	\$9,000.00	
1 Dog	Same	\$600.00	

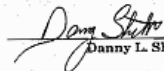
VII. DEBTS (Designate each non-marital debt as "NM")

<u>NAME OF CREDITOR</u>	<u>PURPOSE</u>	<u>BALANCE</u>	<u>MONTHLY PAYMENT</u>
Merlin Fharli	Mortgage loan	\$200,000.00	ann. interest
Citizen's Bank	Truck loan	- \$10,000.00	\$463.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

DATED: 7/13, 2006.



Danny L. Shelton

[< Prev.](#)

Save3ABN.com
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152571

***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***



An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

Home Page
Tommy Shelton
Ordination Sus-
pended in '85
Victims
Victims' Families
Targets
Eyewitnesses
'03 Dryden Letter
Riva's '03 Threat
Dryden's Reply
Tommy's
Confession
'06 in Virginia
'06 3ABN Tribute
Riva's '07 Threat

Danny Shelton
Danny's Apologists
Leonard Westphal
Litigation, etc.
Letters of Support
Letters of Criticism
News Releases
Contact Us

Added on 5/9/2007
Anonymous #2

Added on 5/8/2007
Merger ?'s
Lisa M #3
Reactions #3
(Updated)

Added on 5/4/2007
Alfred Smith

Added on 5/3/2007
Lawsuit Filed!!!

Added on 4/27/2007
Mene, Mene,
Tekel, Parsin

Added on 4/26/2007
The Corrupt
Mary Penny #2
"Not a Victim"
SH

Added on 4/25/2007
Resignation
(Updated)
PJMusic

Save3ABN.com

Disclaimer

"Lawsuit Filed!!!"

The Problem

For the last several years the international television ministry known as Three Angels' Broadcasting Network (3ABN) has found itself beset by a growing number of moral, ethical, and financial allegations. Despite the serious nature of these allegations, repeated calls for investigation, reform, and accountability have gone unheeded by its officers and directors. Yet the ignoring of these allegations could potentially:

- Lessen donor confidence in 3ABN, and thus threaten 3ABN's financial support and its very existence.
- Create significant liability if the decisions of 3ABN's directors and officers result in litigation.
- Cause embarrassment to the Seventh-day Adventist Church if these allegations become more widely known.

It should be quickly pointed out that 3ABN is not technically a part of the Seventh-day Adventist denomination, and never has been. The potential for embarrassment arises from 3ABN's claims that it is advancing the mission of the Seventh-day Adventist Church, even though, if the allegations be true, it is doing anything but that.

Why This Website

It is hoped that this website will accomplish the following objectives:

- Demonstrate that Seventh-day Adventists as a whole do not tolerate the types of things 3ABN's officers and directors are accused of doing.
- Call upon the officers and directors of 3ABN to place the ones accused on administrative leave until such a time as an investigation has been completed.
- Provide a place where Seventh-day Adventists and others can voice their concerns and call for spiritual revival and reformation at 3ABN.

In short, this website is intended to be a part of a larger effort to save 3ABN to the cause, and vindicate the character of God, whose name has been brought into reproach through the allegations leveled at 3ABN.

Pastor Doug
Constituency

Must Read:
Mom in Pain #1

A Little History of the Current Crisis

By early March 2004, 3ABN co-founder Linda Shelton was being accused by her husband and 3ABN co-founder Danny Shelton of having an inappropriate, long-distance relationship with a doctor in Norway. This resulted in her being placed on administrative leave and eventually being terminated in disgrace and divorced. The reason was simple: she was accused of being unfaithful to her husband, and of having committed adultery.

Linda's position as production manager was taken over by Danny's older brother Tommy, even though he had repeatedly been accused of sexual misconduct with men and boys over a period of many years. On November 27, 2006, the 3ABN board chairman, Dr. Walt Thompson, [essentially admitted in writing](#) that Danny had been involved in a cover up of these allegations around May of 2003. On December 3, 2006, the Church of God pastor of the Dunn Loring, Virginia, congregation where Tommy pastored from 1995 until about late 2000, announced that there were three new allegations of sexual misconduct there, one involving an individual who was a minor at the time.

Danny Shelton's response to these new allegations is quite different than how he dealt with Linda. Tommy was not placed on administrative leave, and on December 31, 2006, Danny gave Tommy a globally-televised tribute, praising him for His Christian experience and how much better a job he had done than his predecessor. Though claiming that Tommy was going off into retirement three months early because of poor health, Danny promised repeatedly that Tommy would be back, as long as his health continued.

Even if Linda was guilty as charged, the difference in treatment raises many questions. And to complicate things further, while no evidence in support of Linda's guilt has been forthcoming, credible evidence has surfaced in support of the allegations against Tommy, including [a letter of "confession"](#) written by Tommy himself.

These actions on Danny Shelton's part brought about the launch of this website.

Disclaimer

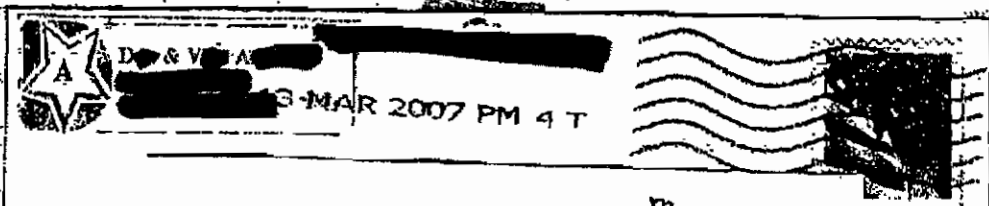
While Seventh-day Adventists as well as those of other faiths may provide content for this website, this website is not in any way sponsored or endorsed by the Seventh-day Adventist Church. Neither is it sponsored, endorsed, or affiliated with 3ABN. 3ABN's official website may be reached by going to 3ABN.org.

Save3ABN.com
Not © 2007

152521

***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***

Ex. B



Mon 3/12/07

Dear Friends,

We have continued to pray for
3ABN and for direction concerning our
reversible trust. My husband feels
strangely that we should revoke until
things clear up in regard to Dennis
choices -

This is not the way we would like
to do but for now our confidence is
shaken -

Thank you + you may be
sure we will continue to
pray + support when we can -
J. [Redacted]

On Internet "Save 3ABN" - Christian Forum
continued.html

It rather ignore but somehow I don't think it wise to
reject documentation -

RECEIVED
MAR 12 2007



EX0054

Ex. C

mailed 3-27-07
✓

Feb 24, '07

Dear Danny Shelton and 3ABN Board of Directors,

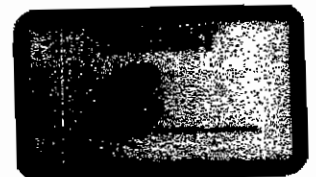
I cannot approve of whats happening at 3ABN and cannot support it financially any longer. We Adventists out here in the ranks are not all totally brain dead. We are aware of the conflict over Danny's behavior. I certainly don't know Lindas guilt or lack thereof. But I ask one question. Who went out and got a foreign quicky devorce? Who got remarried as soon as they could? Do you really think flaunting the new wife makes it OK? What does God have to do? Burn 3ABN down like Battlecreek to get your attention? Is God trying to tell you something with the loss of dish network. It seems on the surface of things that what Danny did gives the lie to his words. I urge you to have Danny step out of the picture and not be seen at all or have any thing to say about 3ABN publicly. In short, resign. As for the Board of Directors, you also should resign for letting it get this far. God deserve's better! Too bad Danny didn't sit tight as time would show who was being on the up and up. But the quicky divorce and remarriage shows who the guilty party is likely to be!

Sincerely,

[Redacted signature]

[Redacted address]

Saluda, NC



EX0055

Mollie Steenson

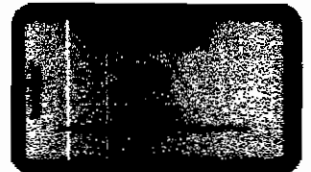
From: [REDACTED]
Sent: Thursday, April 26, 2007 8:25 AM
To: Mollie Steenson
Subject: FW: 3ABN Website Question For (Mailroom)

From: [REDACTED]
Sent: Wednesday, April 25, 2007 6:07 PM
To: [REDACTED]
Subject: 3ABN Website Question For (Mailroom)

[REDACTED] at this email address [REDACTED] has sent you the following message:

I want to inform you that I have written to the General Conf., ASI and Amazing Facts with the following information. We have watched 3ABN from its babyhood. We loved Linda and Danny (together). How sad we have been to see those two wrenched apart by the devil. But the even sadder part is that Danny has not stepped up to the 'platform' and confessed his sins in all of this. Those of you that work there and these other organizations that support Danny are hearing his side. Those outside of these areas have only our own wisdom and perception to go by. But we also have the Holy Spirit for guidance. The Holy Spirit cannot continue to support those that do not follow God's word. Until Danny can absolutely show, unequivocally, that Linda is an adulterer and that he is not then our support is gone for good from 3ABN. That's not asking for much since Linda has also asked him to prove the same thing.

4/30/2007



EX0056

Mollie Steenson

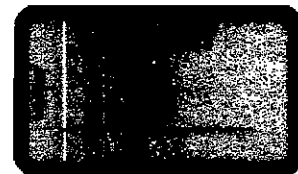
From: [REDACTED]
Sent: Thursday, April 26, 2007 8:40 AM
To: Mollie Steenson
Subject: FW: 3ABN Website Question For (Webmaster)

-----Original Message-----

From: [REDACTED]
Sent: Sun 4/22/2007 8:37 PM
To: [REDACTED]
Subject: 3ABN Website Question For (Webmaster)

[REDACTED] at this email address [REDACTED] has sent you the following message:

WE were in the process of ordering the 3abn dish but decided not to because of the way he treated his wife and , married to that woman I will not watch nothing from that station any more untill he is gone and bring her back. I do not know these people but I believe her not him.



[REDACTED]

From: Danny Shelton [REDACTED]
Sent: Friday, March 23, 2007 9:18 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Resolution

Danny Shelton
[REDACTED]
EarthLink Revolves Around You.

--- Original Message ---

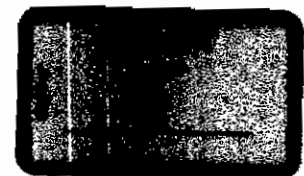
From: [REDACTED]
To: [Dan Shelton](#)
Sent: 3/20/2007 2:30:06 PM
Subject: Resolution

Dear Danny,

We wrote you some time ago in regards to SkyAngel. My husband is K [REDACTED] K [REDACTED] nephew. I have to say that with what is going on at 3ABN we have been lifting you up in prayer. Danny, this is are concern...we have not tried to follow the gossip about you ,but lately its become a little overwhelming. You devoted almost a whole program to the slander that is going on and that is serious. I know on that program you stated you would resign from 3ABN if need be ,but that wasn't the problem...is it? There are several people at our church that feel even if you didn't do the "things' that are being reported and even if Linda didn't commit" spiritual" adultery,(which I've never heard of) still 3ABN is being hurt. Prayerfully, think about resigning because really niether you nor Linda should be associated with 3ABN. It is hurting the ministry. Even though you stated that you would resign I don't think it will be that easy for you because God did give you the vision for this ministry and it will be very difficult for you to just walk away ,as it was for Linda. We had been monthly supporters, but several months ago because 3ABN is being overshadowed by all the junk that is surrounding the Shelton's we stopped our pledge. There have been times that you have given a sermon and I know God inspired you with those words and we've all heard that the songs Linda wrote were directly from God too... so now it leaves us with who is telling the truth? Truthfully, I don't care because I believe once all is said and done God will show the world the truth. It is between God, you and Linda. No one knows what really goes on behind closed doors, but God does and He will only be mocked so long. I believe SkyAngel dropped 3ABN because of the scandal at 3ABN and guess who suffered ? The viewers. Danny, I write this letter with a sincere heart and concern for 3ABN-God's ministry no one elses. God uses us as vehicles in which to pass His blessings to others as I believe He used you to start 3ABN. We now need to look at the situation and realize that God is not getting the glory from all of this He is being mocked. I prayerfully ask you to search your heart and do what is best for 3ABN not anyone else, no matter how hard it will be for you. Once again you are in our prayers.

Sincerely,
[REDACTED]

5/3/2007



EX0058



ATNewsbreak
Reporting for Adventist moderates and progressives

May 1, 2007

An open letter to Danny Shelton:

Editorial Comment: An earlier version of this open letter to Mr. Danny Shelton, dated April 26, 2007, was e-mailed to various Seventh-day Adventist organizations and denominational officers including Adventist Today, Ms. Mollie Steensen and Mr. Danny Shelton of 3ABN, Douglas Batchelor of Amazing Facts and the Office of the President of the North American Division of Seventh-day Adventists. The original letter was not signed. Adventist Today does not publish anonymous communications, unless we have direct contact with the author, determine his or her standing including the purpose for writing the letter, and the reason for wishing the communication to be unsigned. This AToday has done. The letter writer states that he has multiple sources inside the 3ABN ministry. He has requested that his name be kept confidential and that the letter be signed only by his initials to avoid any possible embarrassment to members of his family. The letter writer does not want to see the church embarrassed by the problems at 3ABN. In the letter writer's view, these problems will "especially shake the foundation of faith of new converts to Adventism brought in by the ministry of 3ABN." – Erv Taylor, Executive Editor, AToday.

Dear Mr. Shelton:

First, thank you for having the vision to create a satellite based SDA ministry to help spread the Gospel. You'll be remembered as the driving force behind 3ABN. There may be many stars in your crown in the Kingdom for your efforts. Along with Linda Shelton, you have done a wonderful thing by establishing a worldwide media platform for spreading the Gospel when our own church leaders failed to have the same vision.

Now, as with all entrepreneurs, there comes a time when it is right for your departure from the ministry. And, as with many entrepreneurs, you may have overstayed your time at 3ABN. Your continued involvement now stands to jeopardize all the good work you have done helping to spread God's message of Salvation.

Your presence at 3ABN increases the chances that wrongs you stand accused of doing, by employees of 3ABN, will become public knowledge ... way beyond 3ABN's audience and SDA Church members. This situation is explosive. It contains titillating elements the popular media loves in stories that show Christians in a negative way (abuse of power, money, sex, adultery, misuse of charitable funds, extravagant expenditures, pedophilia and homosexual behaviors by a minister of God). It has the potential to bring great shame upon the SDA Church – such as has never been seen in its almost 150 year history. You are the lightning rod that attracts criticism from many Seventh-day Adventist. Criticism, not because of whom you are or your background, but, because of your own questionable actions and possible wrong doings during your tenure at 3ABN. Power is very corrupting and it appears, unfortunately, that you and your family may have failed the test.

For too long, according to sources inside the ministry, you have been allowed to run 3ABN as your personal fiefdom, rewarding those you like, and persecuting or punishing those whom have lost your favor. The Board of Directors has been incredibly weak, lacking depth of character in applying



sound judgment and proper oversight on the operations of 3ABN. They have failed to properly manage the ministry to keep it out of harms way. It now stands to lose some or all of its tax exemption standing in the State of Illinois. Collectively, your actions have jeopardize the charitable standing of the ministry and you have put all of our donations at risk – causing us to cheat the IRS if we have claimed past donations as charitable contributions – when 3ABN's status as such is revoked.

Danny, our money was given to 3ABN in trust. These funds were not given to Danny Shelton. They were actually gifts to God from all of us who want to help spread His message of Salvation. We did not give our money and items of value to 3ABN for the personal benefit of you and your family. Once you began asking for broader financial support in donations from SDA Church members, your personal use of 3ABN should have ceased as you had a fiduciary duty to use these monies in an appropriate manner by employing them solely in the work of spreading the Gospel. As trustees for God's funds, you and the Board of Directors are held to high standards for their use. Unfortunately, it appears that the temptation to abuse your power of the purse may have proven too strong for your own soul.

Do you really think you are being persecuted, as you mentioned on a 3ABN broadcast a number of weeks ago when speaking a Conference President who had once been relieved duties by his constituency? You are not. You are, however, being called to account for your actions and asked to make things right. Your belief that you are being persecuted tells me the Holly Sprit is still working on your conscious. Ask for God's forgiveness and do not lose that beautiful crown He has waiting for you in His Kingdom. Unfortunately, the longer you stay at 3ABN, and the longer this mess festers, the longer Satan has to harden your heart against repenting publicly for your sins. You are placing your Heavenly reward in jeopardy. What a shame, you gain the whole world of 3ABN but you lose your own eternal soul.

I have been impressed by God to send you this message:

"Mene, Mene, Tekel, Parsir"

Mene ... God has numbered the days of your reign at 3ABN, and they are soon ended.

Tekel ... You have been weighed in God's balances and have failed the test.

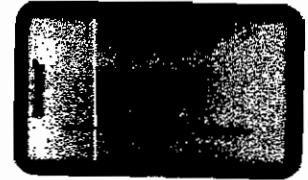
Jesus said if you break one of "my" Commandments you are guilty of breaking them all.

Thou Shalt Not Commit Adultery ...

What happened to the sanctity of marriage in the SDA Church? Your third marriage took place just weeks after a stealth offshore divorce from Linda Shelton was granted. According to Linda's own web site, where she refutes your allegations of adultery, it was a short 3 ½ month period from your first accusation against her to the date your divorce was granted. That hardly seems to be enough time to seek spiritual counsel to save a marriage. If the allegations of adultery that you and the 3ABN Board of Directors have publicly made against Linda Sue Shelton do not hold true, then yourself are guilty of committing adultery in the eyes of God. Statement number 23 of the Fundamental Beliefs of the Seventh-Day Adventist Church on 'Marriage and the Family' (see www.adventist.org) states, "Regarding divorce, Jesus taught that the person who divorces a spouse,



Adventist Today Email Newsletter



except for fornication, and marries another, commits adultery."

In my opinion, individuals whom entered into questionable "quickie" divorces and then subsequently marries another in a matter of just weeks should not be a public face of the Seventh-Day Adventist Church. Yes, I know 3ABN is not "owned" by the Church and may not receive Church funds directly. It does, however, receive direct ongoing Church support through broadcasting of Church developed or sponsored programming, by frequently broadcasting from local SDA Churches, and by near daily appearances of Church employee's as guests or speakers on 3ABN. Your network was also given the privilege of broadcasting the recent General Conference meetings held in St. Louis. As President of 3ABN and its primary representative, you are a de facto spokesperson for the worldwide Seventh-Day Adventist Church.

Thou Shalt Not Steal ...

Allegations made by others suggest there have been questionable book royalty deals between yourself and 3ABN. Your family also stands accused of not paying fair value to the ministry for certain gifts given by donors to 3ABN but now in the possession of the Shelton family. An expensive grand piano has been mentioned. It is suggested that you also gave donations of up to \$20,000 in 3ABN funds to a local public high school for purchase of new gym equipment. I gave my money to 3ABN to help spread the Gospel ... not to help enhance your personal esteem in the local community. Darny, most shocking are allegations suggesting you might be enjoying new furniture paid for by the ministry but delivered to your home instead of the 3ABN set for which it was purchased. I understand that 3ABN got your old living room furniture. Be that as it may, I personally accused you of abusing power by spending 3ABN funds unwisely and frivolously on a private jet aircraft. Dateline NBC advanced the same embarrassing criticism when they did their revealing exposé of corruption the Benny Hinn Ministry. Spending ministry money for your personal comfort instead of being a good steward and flying on less expensive commercial aircraft, albeit a bit more inconvenient is in very bad taste. It shows poor judgment on the part of the Board of Directors when those funds could have been better spent on other things to help advance God's cause. Jesus suffered on the cross for our salvation. Couldn't you suffer a bit too by flying on commercial flights instead of using an obscenely expensive Cessna Citation jet?

Thou Shalt not Lie ... Thou Shalt not bear False Witness

I was incredibly saddened to learn of Linda's sudden departure from 3ABN almost two years ago. After all, it was her on-air presence that first drew my attention to the ministry. She is largely responsible for opening the heart of this backsliding SDA member to reaffirm his commitment to Jesus Christ. She has a wonderful comforting way of communicating and 3ABN lost a great asset when her employment was abruptly terminated. Shamefully, you and others at 3ABN perpetrated lies about Linda Shelton's departure, including members of the captive Board of Directors. If I am wrong, prove me so by agreeing to the public ASI sponsored hearings that she has requested and you seem to be making every effort to avoid. Let the truth see the light of day. If I am wrong, I herewith publicly apologize and ask for your forgiveness. However, I have no reason to question the truth of Linda Shelton's own statements. You believe she is wrong, has committed adultery, and you have evidence to prove that fact. If so, publicly show the evidence you say you have against her to prove that you yourself are not guilty of committing adultery.

Parsin ... Your 3ABN kingdom will be divided and given to Amazing Facts and to those at 3ABN untouched by your family's corruption.



Why do you still have a web-link on the 3ABN web page to your brother's personal web site when it is public knowledge that he has been a sexual predator / pedophile in the past? I give you the names of Pastor Brad Dunning, Duane and Roger Clem to name a few victims of Tommy Shelton's inappropriate sexual advances who have come forward publicly. Many e-mails are found on www.save3abn.org, as you are well aware that confirm these facts.

In conclusion, Danny, it is time for you to Repent. Publicly acknowledge your sins against Church members who have supported 3ABN in the past. Ask for forgiveness. Pay back any funds you and your family may owe the ministry from your past misappropriation or misuse of 3ABN assets.

Sadly, as a result of what appear to be unacceptable mistakes and inappropriate actions by yourself and the 3ABN Board of Directors, I along with many others, have made the decision to stop our financial support of 3ABN until there is an honest "spring" cleaning of its management. We have no other recourse to take except to withhold funds from 3ABN to help impress upon the leaders of the Seventh-day Adventist Church that the time has come for serious action. I ask the that senior leaders of the General Conference get directly involved if Pastor Batchelor and the new 3ABN Board of Directors can not see the importance of cleansing the temple of SDA media of its nemesis.

Danny, please save us all further embarrassment and quietly leave 3ABN before you end up destroying the ministry and its ability to be effective in saving souls.

Your brother in Christ,

DER of Palm Springs, California

P.S. - I don't know Linda Shelton. I have never met nor spoken with her or had any form of communication with her before this e-mail. All I know is ... she may have been unjustly accused and publicly persecuted by Danny Shelton and people beholden to him for their positions and / or incomes.

[Return to ATNewsbreak.](#)

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(800)236-3641

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EX0062

[REDACTED]

From: Danny Shelton [REDACTED]
Sent: Monday, April 16, 2007 6:19 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: FYI - Fwd: Who are you

[REDACTED]

Danny Shelton
[REDACTED]
EarthLink Revolves Around You.

--- Original Message ---

From: [REDACTED]
To: Steenson Mollie;Thompson Walt;Shelton Danny
Sent: 3/28/2007 10:38:35 PM
Subject: FYI - Fwd: Who are you

Hi mollie, Danny and Dr Walt,

I thought I would forward this email and another separate one as well. They are from Pr J [REDACTED] K [REDACTED] in Australia and this one is to Save 3ABN and the other is to Gailon Joy himself. Pr Knopper is a good supporter of 3ABN and believes in checking on the facts before saying anything to others. Recently he told me that during his Sabbath School class time a person spent the time spreading the information about Danny and Tommy to all the class members, passing around printed information from the internet. Another retired Pastor later told me the same thing. I asked if he is in the same Sabbath School class as Pr K [REDACTED] and he confirmed he is.

I thought you would be interested in the answers from the Save 3ABN people. As you can see Pr K [REDACTED] does not mince words but is straight forward and upfront in his questioning.

Regards,

[REDACTED]

Begin forwarded message:

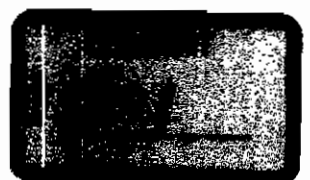
--- Original Message ---

From: WebMaster
To: [REDACTED]
Sent: Sunday, March 25, 2007 12:12 PM
Subject: Re: Who are you

Hello Pr [REDACTED] K [REDACTED]

Danny loves to talk of lawsuits, and thus we've tried to be a little discreet. But if you do a Whois search on the domain name <http://www.Save3ABN.com/>, you'll find this information listed:

Registrant:
G. Arthur Joy
3 Clinton Road, Box 1425
Sterling, MA 01564
US



Registrar: NAMESDIRECT
Domain Name: SAVE3ABN.COM
Created on: 09-JAN-07
Expires on: 10-JAN-08
Last Updated on: 11-JAN-07


Administrative, Technical Contact:
Joy, G. Arthur gabbjoy4@comcast.net
3 Clinton Road, Box 1425
Sterling, MA 01564
US
(978) 422-3464

Gailon Arthur Joy's name does appear throughout the web site.

Blessings.

WebMaster

 wrote:

I found your web site. I have read all you have to say about 3ABN.
But no identity, no name(s) who is(are) behind this website. That makes it very suspicious.
So come clean and reveal yourself. Who are you?
If all is true what you say about 3ABN and if you are really concerned about 3ABN and if you are
genuine in trying to save 3ABN tell us who you are.
Greetings,


5/3/2007

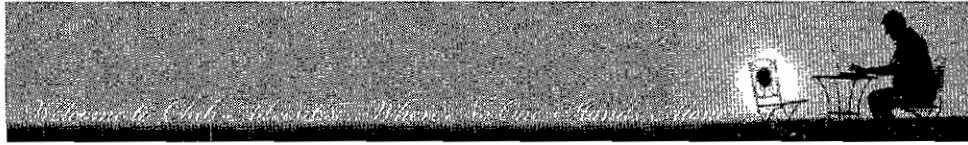


EX0064

This is Google's cache of <http://clubadventist.com/forum/ubbthreads.php?ubb=showflat&Number=122416> as retrieved on Apr 23, 2007 12:17:16 GMT.
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<http://www.google.com/search?q=cache:rjK6UxajX3UJ:clubadventist.com/forum/ubbthreads.php%3Fubb%3Dshowflat%26Number%3D122416+%22Donor-funds+and+lawsuits%22&hl=en&cc=us&linkcd>

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These search terms have been highlighted: donor funds and lawsuits



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Donor funds and lawsuits #121320 - 04/17/07 02:29 AM

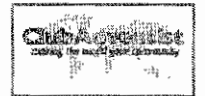
[Stan Jensen](#)
 Do I Smell Pizza?
 No Known Title

I understand the legal expenses of the current lawsuit over save3ABN will not be funded by 3ABN donors?
 Do I understand that correct?

Registered:
 09/15/06
 Posts: 1237
 Loc: 49.05° Lat -
 122.3° Long

Offline

[Top](#)



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Discounted Food



SOMETHING a bit different for your Mother this Mother's day!!!



Re: Donor funds and lawsuits [Re: [Stan Jensen](#)] #122389 - Today at 04:23 AM

[Danny Shelton](#)
 3ABN President

That is true. We have a donor who has been donating funds for some time for the purpose of legal bills incurred whether lawsuit or not. He is not taking a tax donation for these donations. He and his family believe in 3ABN and the decisions we have made. They like our 3ABN Board have decided that people who are accusing myself and the 3ABN board of gross misconduct and out right crimes need to be held accountable. We have filed a lawsuit against two individuals in particular to begin with. I won't say anymore on that subject right now.

Registered:
 11/21/04
 Posts: 62
 Loc: Illinois, USA

Online

<http://www.3abn.org/>

[Top](#)

Re: Donor funds and lawsuits [Re: [Danny Shelton](#)] #122390 - Today at 04:24 AM

[Taylor](#)
 Evangetist

Isn't it nice that there are people who will believe in you even when others don't? Glad you have someone in the life of 3ABN who is willing to put his money where his mouth is and be supportive in this way.

Registered:
 12/25/04
 Posts: 1180
 Loc: CA

Online

[Top](#)

Affiliate Store

Google

Search

Shout Box

Re: Donor funds and lawsuits [Re: [Taylor](#)] #122416 - Today at 05:32 AM

Ex. A

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

September 13, 2007

VIA FACSIMILE / U.S. MAIL

Laird Heal, Esq.
3 Clinton Road
P.O. Box 365
Sterling, MA 01564

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Attorney Heal:

It has come to our attention that Gailon Joy has filed for bankruptcy protection and that you are serving as his attorney for the bankruptcy. (U.S. Bkcty. Ct. File # 07-43128 (D. MA.)). Under our reading of all applicable bankruptcy statutes and rules, the automatic stay suspends all pending activity involving Gailon Joy in the matter of 3ABN v. Joy and Pickle, thus prohibiting any additional pleadings by Mr. Joy and precluding Mr. Joy's involvement in discovery and pre-trial practice in this case. We also believe the automatic stay applies until such time as relief from the automatic stay is ordered by the Bankruptcy Court upon Plaintiffs' motion for such. I therefore write to inform you that **the deposition of Gailon Joy, previously scheduled for Thursday, Sept. 20, 2007 is hereby suspended indefinitely.**

If your client's interpretation of the bankruptcy code differs from ours, I would appreciate you providing us with Mr. Joy's understanding as to his ongoing involvement in the 3ABN v. Joy and Pickle matter and all statutory and case law authority in support of his understanding.

I also write to point out what appears to be an irreconcilable and unwaivable conflict of interest on your part in representing both Gailon Joy in the above-referenced bankruptcy proceeding and Robert Pickle in the matter of 3ABN v. Joy and Pickle. By his bankruptcy petition, Joy seeks to discharge his responsibility for money damages to 3ABN and Danny Shelton, for which he is jointly liable with Robert Pickle. This concurrent conflict cannot be reconciled, even with a written waiver, for it goes to the very nature of the representation and to

EX0066

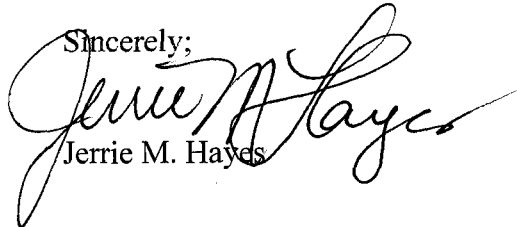
September 13, 2007

Page 2

the inherent fact that, by claiming bankruptcy, Joy has leveled a claim against Pickle as to liability for a jointly-held obligation. This conflict has rendered you unable to fairly represent either Mr. Pickle or Mr. Joy in either proceeding. We would expect to see your Notice of Withdrawal and Substitution of Counsel as to both matters in the very near future.

We await Mr. Joy's statement as to his continued involvement in the 3ABN v. Joy and Pickle matter and would anticipate such information would be provided on or before **September 21, 2007**.

Sincerely;



Handwritten signature of Jerrie M. Hayes in cursive script.

Jerrie M. Hayes

JMH/cg

cc: Gailon A. Joy

EX0067

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

November 6, 2007

VIA FACSIMILE / U.S. MAIL

Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

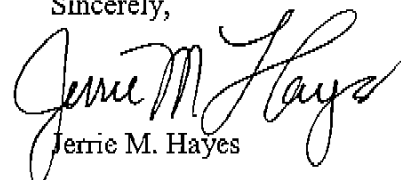
Dear Mr. Joy:

I am writing to schedule a time for the court-ordered imaging of the electronic equipment in your possession, custody or control. Unfortunately, correspondence to the e-mail address I have for you (gabbjoy4@comcast.net) returns as "inactive account" and I have received no answer (or voice mail where I might leave a message) at the telephone number you previously provided (978-422-3464).

The court's recent order states that the data imaging shall take place on or before November 9, 2007 ("within 7 days of the date of this order," which was issued November 2, 2007). There are a number of issues to be resolved in regard to the project. First, the date and time for the imaging must be set. In the absence of any suggestions on your part, I would recommend **9:00 a.m. on Friday, November 9, 2007**. Second, I will need the list of all electronic equipment in your possession, custody or control, preferably by **Wednesday, November 7**, so that our expert knows what kind of imaging hardware will need to be brought for the project. Finally, I will need the street and mailing address of the premises at which the imaging will take place, so that appropriate travel arrangements can be made.

Gailon Arthur Joy
November 6, 2007
Page 2

Please contact me at your earliest convenience to coordinate the details of the imaging project.
My e-mail address and direct-dial telephone number are provided above.

Sincerely,

Jerrie M. Hayes

JMH/mmi

Ex. C

Subject: Your correspondence
From: gailon@***
Date: Thu, 08 Nov 2007 10:12:31 -0700
To: Jerriehayes@***
CC: Laird Heal

- 1) For the record, I consider the continuation of proceedings without a request for a lifting of the automatic stay, to clearly be a violation of the automatic stay and preserve any rights inherent therein, including any adversarial proceedings and appeal;
- 2) In the interest of facilitating the order, as outrageous and unneccasary as it is given that we have already provided the appropriate copies, 9:00 am on Nov 9, 2007 is an acceptable and workable time, assuming the operator wishes to risk cross contamination of a viral condition I am recovering from that resulted in pneumonitis and pleurisy, but appears to be resolving; Also, provision is essential for the record recovered to be sealed and the terms of this process need to be resolved prior to the expert beginning his process;
- 3) Address where the equipment will be is my Home address: 250 Worcester Street, Unit 4, West Boylston, Ma 01583;
- 4) The List of equipment is as follows:
Five (5)frames, unbranded, with OS of Mocrosoft windows or XP, with three(3) being inoperable at the present time;
Two fax machines;
6 AT&T phones;
1 Panasonic TV;
1 Color Scanner;
1 Dell Color Printer;
2 Lamps;
1 paper shredder;
1 HP All in one office jet printer (dysfunctional).
- 5)My direct telephone line is (774-261-8066) and has voice mail.

Please advise the name of the expert and his credentials and be certain he has appropriate ID upon arrival.

Respectfully Submitted;

Gailon Arthur Joy

EX0070

11/16/2007 12:58 PM

Ex. D

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

November 8, 2007

VIA FACSIMILE / EMAIL / U.S. MAIL

Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Joy:

I am in receipt of your voice mail and e-mail messages of November 8, 2007. Unfortunately, the timing of your response to my correspondence (coming less than 24 hours from the time proposed for the imaging project) has left the computer experts insufficient time to prepare their equipment or arrange travel to the proposed imaging site to do the project Friday morning at 9:00 a.m. We are working diligently to make this process as least intrusive and inconvenient as possible. However, here are some issues and options.

First, the only equipment that can be "imaged" by the experts is the five computers with Windows or XP operating systems. None of the other equipment need be produced.

Second, the computer experts understandably do not want to risk performing the imaging at your virally-contaminated home. They have requested either that you produce the 5 computers at a healthy, neutral location (such as a court-house or hotel conference room) in your area, or that you Federal Express that equipment to their offices. Their preference would be that the equipment be FedEx'd, since the 3 inoperable machines will require significantly more equipment than they would otherwise carry into the field and will require more time to image than operable units. As with the cost of the imaging itself, Plaintiffs will bear the cost of the FedEx shipping and appropriate shipping insurance. Shipping of the monitors and keyboards is not required and we would expect the units to be shipped by the end of the day tomorrow (Friday, Nov. 9).

EX0071

Gailon Arthur Joy
November 8, 2007
Page 2

Third, if you will not agree to simply ship the computers, please confirm whether you can make the five computers available on Monday, November 12, 2007. Please also provide me with a short list of suggested neutral sites (including addresses) where you would be willing to produce the machines for imaging. If you are not healthy enough to transport the machines to the neutral location, Plaintiff will arrange for a courier or delivery service to do so.

Fourth, the sealing of the imaged data will be included in the expert's imaging protocol. First, the bit data image will be made and temporarily stored on the imaging hardware. Because the expensive imaging hardware is used on all the company's imaging projects, the bit data image will then be transferred from the imaging hardware to one of the company's secure, high-capacity storage servers. The image will then be algorithmically verified to ensure the image is valid, then it will be encrypted and a back-up copy will be made. The encrypted data (original and back-up) will then be secured so that it can only be accessed by a single individual at the company. That individual will then sign an agreement, to be witnessed by both parties, to seal and not access the data (or allow anyone else to access the data) until otherwise ordered by the Court.

Finally, once you have informed me of whether you prefer to ship the equipment or produce it on Monday, November 12, I will provide the name of the technician who will be performing the imaging. If the units are not shipped, that technician will provide a business card as identification at the time of imaging.

I look forward to hearing from you concerning these matters.

Sincerely,



Handwritten signature of Jerrie M. Hayes in cursive script.

Jerrie M. Hayes

JMH/cg

cc: Laird Heal

AFFIDAVIT

NOW COMES Laird J. Heal, Esq., of 78 Worcester Road, P. O. Box 365, Sterling, Worcester County, Massachusetts, who deposes and testifies to the following under pain and penalty of perjury:

1. I am the attorney representing debtor Gailon Arthur Joy in the currently open case 07-43128-JBR (D. Mass. Bkcy);
2. I appeared on Mr. Joy's behalf on Monday, November 12, 2007, at the Status Conference held in the case 07-40098-FDS (D. Mass.) and objected to the proceedings as a violation of the Automatic Stay;
3. Present at that hearing before Magistrate Judge Hillman were attorneys Robert Pucci and Gerald Duffy, representing the plaintiffs Three Angels Broadcasting Networks, Inc. and Danny Lee Shelton;
4. The aforementioned attorneys elected to continue with the proceedings, in which they sought to obtain access to the business equipment debtor Gailon Arthur Joy, without qualifications, after my objection to the proceedings as a violation of the Automatic Stay;
5. The Automatic Stay provisions of the Bannkruptcy Code, 11 U.S.C. 362 state quite clearly that the commencement of a case acts as a stay against all entities against the commencement or continuation of all actions against the debtor, with certain enumerated examples, of which the plaintiffs' action is not one;
6. The enforcement provision, 11 U.S.C. 362 (h), gives an individual aggrieved by a violation of the Automatic Stay standing to bring an action against the violator. The Debtor Gailon Arthur Joy is such an individual.
7. The attorneys Pucci and Duffy informed the Court during the November 12, 2007, status conference hearing that a motion for relief from the Automatic Stay had been brought that morning. In fact it was not brought until after 12:30 P.M., a time making it impossible for the debtor to have had any notice prior to the Status Conference in the case

07-40098-FDS.

8. The Motion for Relief from the Automatic Stay did not request retroactive relief and it detailed examples of violations of the Automatic Stay. The plaintiff creditors having admitted their liability, and not having asked the Bankruptcy Court to excuse their intentional conduct, which by bringing the Motion they further admit should only be done after the motion is allowed, the Adversary Proceeding against them becomes one which is virtually mandatory to file and prosecute.

9. The attorneys for the plaintiffs now have an obvious conflict of interest which should lead them to disqualify themselves. This is highlighted by their bringing an emergency motion in which they state that it is the Debtor's position that the actions ordered by this Court are further violations of the Automatic Stay - which is not stated in the Adversary Proceeding Complaint, which asks for relief from the violations that are detailed with specific exhibits and are already admitted by the plaintiffs - but the only change in the situation is that the objection of the Debtor Gailon Arthur Joy to the violation of the Automatic Stay has become a claim against those attorneys.

10. The Motion for Relief from the Automatic Stay was brought with a request for expedited determination, and a hearing was held on November 15, 2007. The hearing was continued until November 21, 2007, because of the failure of the attorney for the creditors to properly notice, either before the motion was brought per local rule, or by telephone or facsimile to give notice of the expedited (two-day) scheduling of the hearing, also per local rule.

11. The bankruptcy judge ended the proceedings by saying that nothing that had transpired during the hearing was to affect the Order of any other court.

12. No Motion to Remove the Reference has been brought in either the bankruptcy or civil case. Either would have the effect of transferring the decision to the consideration of the district court judge and unify the administration of the various matters, but the plaintiff creditors clearly prefer the status quo.

13. The Trustee in the Bankruptcy Case has made a report of No Distribution and there is no possibility that the Debtor Gailon Arthur Joy would be unintentionally deprived of the use or possession of any of his office equipment. The plaintiffs, however, are indeed seeking with their orders to deprive him of that equipment, asking even to take his telefax machine for their testing, when it contains no copies of anything, and their taking of such equipment merely works to deprive the debtor of his ability to do business in a most intrusive manner.

FURTHER DEPONENT TESTIFIES NOT.

Signed and sealed this 16th day of November, 2007.



Laird James Heal

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No.: 4:07-cv-40098 FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

PLAINTIFFS' RULE 26(a)(1) INITIAL DISCLOSURES

TO: Defendant Gailon A. Joy, pro se, P.O. Box 1425, Sterling, MA 01564, and Defendant Robert Pickle and his counsel of record, Laird Heal, Esq., 3 Clinton Road, P.O. Box 365, Sterling, MA 01564.

Pursuant to Federal Rule of Civil Procedure 26(a)(1) and Local Rule 26.2(A), Plaintiffs

Three Angels Broadcasting, Inc. and Danny Shelton hereby make the following required disclosures:

1. The name, and if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

Witness

Subject of Information

Dr. Walter Thompson 2747 Walden Lane Lake Geneva, WI 53147 (630) 370-9733	As 3ABN Board Chair, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Danny Shelton 3ABN P.O. Box 220	As Founder and President of 3ABN, has information concerning the falsity of certain statements concerning himself and 3ABN published by Defendants, damaged suffered by himself and 3ABN

West Frankfort, IL 62896 (618) 627-4651	as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
May Chung 155 Manchester Lane San Bernadino, CA 92408 (909) 824-7011	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Kenneth Denslow 619 Plainfield Road Suite 200 Willowbrook, IL 60527 (630) 856-2888	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Merlin Fjarli 670 Mason Way Medford, OR 97501 (541) 773-4046	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Bill Hulsey Box 596 Collegedale, TN 37315 (423) 396-9303	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Ellsworth McKee P.O. Box 750 Collegedale, TN 37315 (800) 251-6346	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Wintley Phipps P.O. Box 8008 Vero Beach, FL 32963 (410) 772-7143	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Larry Romrell 441 Russelville Rd. Franktown, CO 80116 (303) 814-1454	As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.
Dr. Carmelita Troy	As a member of 3ABN's Board of Directors, has information

<p>Andrews University 100 Old U.S. 31 Berrien Springs, MI 49104 (269) 471-7771</p>	<p>concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.</p>
<p>Larry Welch 11264 Route 37 Marion, IL 62959 (618) 997-6192</p>	<p>As a member of 3ABN's Board of Directors, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.</p>
<p>Larry Ewing 3ABN P.O. Box 220 West Frankfort, IL 62896 (618) 627-4651</p>	<p>As Chief Financial Officer of 3ABN, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the financial operation and administration of 3ABN during the relevant time period.</p>
<p>Mollie Steenson 3ABN P.O. Box 220 West Frankfort, IL 62896 (618) 627-4651</p>	<p>As General Manager of 3ABN, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the operation and administration of 3ABN during the relevant time period.</p>
<p>Leonard Westphal 3ABN Stewardship and Trust Services P.O. Box 7148 Loma Linda, CA 92354</p>	<p>As Director of 3ABN's Trust Services Division, has information concerning the falsity of certain statements concerning 3ABN published by Defendants, damages suffered by 3ABN as a result of Defendants' defamation, and general information about the financial operation and administration of 3ABN during the relevant time period.</p>
<p>Gailon A. Joy P.O. Box 1425 Sterling, MA 01564 (978) 422-3464 (508) 414-3267</p>	<p>As owner and operator of the www.Save3ABN.com website and publisher of various statements concerning 3ABN and Danny Shelton, has information concerning the save3ABN.com and save3ABN.org websites, the publication of various statements about Danny Shelton and 3ABN, the investigation conducted by him as to the truth or falsity of statements published about 3ABN and Danny Shelton, and information as to the defenses alleged in Defendants' Joint Answer to Plaintiffs' Complaint.</p>
<p>Robert Pickle 1354 County Road 21 Halstad, Minnesota 56548 (218) 456-2568</p>	<p>As operator and contributor to the www.Save3ABN.com website and publisher of various statements concerning 3ABN and Danny Shelton, has information concerning the save3ABN.com and save3ABN.org websites, the publication of various statements about Danny Shelton and 3ABN, the investigation conducted by him as to the truth or falsity of statements published about 3ABN and Danny Shelton, and information as to the defenses alleged in Defendants' Joint Answer to Plaintiffs' Complaint.</p>
<p>Gregory Matthews</p>	<p>Has information concerning statements made by Defendants about 3ABN and Danny Shelton, has information concerning actions taken by Defendants related to the publication of defamatory</p>

	statements concerning 3ABN and Danny Shelton, the operation of the Save3ABN web site, and defenses alleged by Pickle and Joy in Defendants' Joint Answer, and has information concerning his own publication of statements concerning 3ABN and Danny Shelton.
Linda Shelton 2125 Renwick Dr. Springfield, IL 62704	As co-founder and a former board member, has information related to the falsity of various statements about 3ABN and Danny Shelton that have been published by Defendants, and has information about Defendants' publication of statements about 3ABN and Danny Shelton.
Laird Heal 3 Clinton Road P.O. Box 365 Sterling, MA 01564	As counsel and computer technology expert for Defendant Robert Pickle, has information concerning Pickle's publication of various statements concerning 3ABN and Danny Shelton, has information concerning Pickle's operation and use of various computer technologies to publish those statements, and information concerning the defenses alleged by Pickle in Defendants' Joint Answer to Plaintiffs' Complaint.

2. A copy of, or description by category and location of, all documents, data compilations and tangible things in the possession, custody or control of the party, and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

CategoryLocation

Save3ABN webpages – hard copy print-outs of various pages from the website “www.Save3ABN.com”	Office of Plaintiffs' counsel
BlackSDA webpages – hard copy print-outs of various pages from the website “www.BlackSDA.com”	Office of Plaintiff's Counsel
Martime-SDA webpages – hard copy print-outs of various pages from the website “www.maritime-sda-online.com”	Office of Plaintiff's Counsel
Adventist Today documents – documents, including printouts of on-line internet material – from California publication <i>Adventist Today</i> .	Office of Plaintiff's Counsel
Correspondence to Defendants – various correspondence to Defendants concerning the claims and issues in the instant suit, including, but not limited to, cease and desist demands	Office of Plaintiff's Counsel
Correspondence to Defendants – various correspondence involving Defendants as sender or recipient	Office of Plaintiffs' Counsel

Correspondence to 3ABN – various correspondence to 3ABN from viewers, donors, patrons, supporters and others concerning Defendants’ defamatory statements and ministry support	3ABN Offices
Correspondence within 3ABN – various correspondence between employees and/or officers of 3ABN concerning Defendants’ actions and damages related thereto	3ABN Offices
Administrative records – various documents relating to the operation and administration of 3ABN, including ministry and mission formation and implementation information, business planning information, board of director records, and employee governance and human resource materials.	3ABN Offices
Outreach materials – various documents, recordings and materials relating to the ministry and mission of 3ABN, including educational information, inspirational materials, programming information, broadcast programs and recorded messages, and donation and support materials.	3ABN Offices
Financial records – various documents relation to the financial operation and administration of 3ABN, including bookkeeping and accounting information, independent auditor information and reports, and contribution and donation information.	3ABN Offices

3. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

Plaintiff has not yet fully computed its damages, nor can it do so absent discovery, as various documents and information required for Plaintiffs’ computation are in the exclusive possession and control of Defendants or Third Parties and are as yet unavailable to Plaintiffs. Plaintiffs reserve the right to supplement this disclosure, and to make all documents and evidentiary material associated with such supplementation available to Defendants’ for inspection and copying pursuant to Rule 34, as discovery commences.

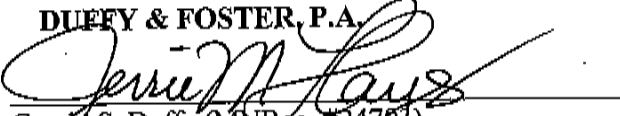
4. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action to indemnify or reimburse for payments made to satisfy the judgment.

Not applicable.

RESPECTFULLY SUBMITTED BY:

Date: Aug 3, 2007

**SIEGEL, BRILL, GREUPNER,
DUFFY & FOSTER, P.A.**



Gerald S. Duffy (MNReg. #24703)
W/ Christopher Penwell (MNReg. #161847)
Jerrin M. Hayes (MNReg. #282340)
Kristin L. Kingsbury (MNReg. #346664)

100 Washington Avenue South
Suite 1300
Minneapolis, MN 55401
(612) 337-6100
(612) 339-6591 – Facsimile

and

FIERST, PUCCI & KANE, LLC

John P. Pucci, Esq.
Lizette Richards, Esq.
64 Gothic Street
Northampton, MA 01060
Telephone: 413-584-8067

**COUNSEL FOR PLAINTIFFS 3ABN AND
DANNY SHELTON**

Ex. B

*Laird J. Heal, Esq.
Attorney at Law
Admitted to practice in Massachusetts,
New Hampshire and Illinois*

*3 Clinton Rd., P. O. Box 365
Sterling, MA 01564
Telephone: (978) 422-0135
Telecopier: (978) 422-0463*

August 7, 2007

John P. Pucci,
Fierst, Pucci & Kane, LLC
64 Gothic Street
Northampton, MA 01060

Re: 3ABN and Shelton v. Pickle and Joy, USDC (D. Central Mass) 07-40098-FDS

By First Class Mail and facsimile to 413-585-0787

Dear Attorney Pucci,

I made brief mention in my last letter to you of the deficiencies in "Plaintiffs' Disclosures", namely that each plaintiff did not file a separate disclosure. Pursuant to Local Rule 7.1 (a) (2), I must certify that we have conferred regarding the issues before bringing a motion regarding the deficiencies.

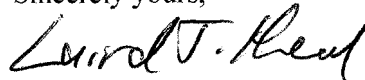
I also note that I am listed as a Plaintiffs' Witness. This is totally inappropriate and unacceptable. There should be no further need to discuss this issue. If you do not remove this listing, I will brief the matter and you can respond in kind.

After the agreement during the August 1 telephone conference that electronic discovery would be provided on CD form for the automatic disclosures, none is listed in the "Plaintiffs' Disclosure". It is truly being demonstrated that the agreements and assurances of these counsel cannot be relied upon. The omission is singularly peculiar given the emphasis being placed on the form of electronic discovery, and the absence of even those electronic documents already filed with the Court in redacted form confirms the impression that it is intentional.

I have spoken with Mr. Joy on the topic of the availability for inspection and copying of documents enumerated by category. While we have different philosophies on this, and there is scant reference to failing to send copies of disclosed documents, I refer you (and him) to Henry's Marine Service, Inc. v. Fireman's Fund Insurance Co. and New York Marine and General Insurance Co., E.D. Louisiana 02-3682 and the opinion issued February 10, 2004 as document number 61, available at https://ecf.laed.uscourts.gov/cgi-bin/show_case_doc?61,14732,,,,,82

See page 6 for reference. In that line of guidance, kindly specify a time for the inspection and copying of the documents, and if necessary, give good reasons why it cannot be tomorrow.

Sincerely yours,



Laird J. Heal, Esq.

cc: Gailon Arthur Joy
Robert Pickle

EX0082

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

August 8, 2007

VIA FACSIMILE / U.S. MAIL

Laird Heal, Esq.
3 Clinton Road
P.O. Box 365
Sterling, MA 01564

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Mr. Heal:

I write concerning your letter of August 7, 2007.

First, your letter of August 3, 2007, to which you refer in the first sentence of the August 7 correspondence, did not mention any deficiencies in Plaintiffs' Disclosures, nor suggest that you believed there to be any. Your August 3 correspondence merely asked whether your assumption, that the Plaintiffs would not be serving separate Disclosures, was correct. In response to that question, yes. Because both Plaintiffs' disclosures were identical, Plaintiffs served a joint 26(a)(1) document.

To the extent that your August 7, 2007 letter now raises (for the first time) a complaint that a Joint Disclosure is inherently deficient, I must respectfully disagree. You have cited absolutely no authority for this proposition, and in a fairly exhaustive review of the Federal Rules of Civil Procedure, the Local Rules of the District Court, and Moore's *Federal Practice*, I find absolutely nothing prohibiting the preparation, service, or filing of jointly authored and executed pleadings or discovery materials. In fact, such a practice, which Defendants' themselves engaged in via the filing of a Joint Answer in response to Plaintiffs' Complaint, would appear to serve the goals of efficiency and conservation of judicial resources. Though I

August 8, 2007

Page 2

do not believe you have grounds to bring a motion concerning Plaintiffs' Rule 26(a)(1) Disclosure, or that further conference is necessary concerning your dispute, if you are in possession of authority you have not yet shared in support of your position, I would be happy to review it and respond.

Your inclusion on Plaintiffs' 26(a)(1) witness disclosure is a reflection of your representation, both to Magistrate Hillman during the July 26 telephone conference and to the parties during the August 1, 2006 expert conference, that you would be serving as Defendant Pickle's computer and e-discovery expert, a role which, to our understanding, has involved or will involve assisting that party with the capture, inventory, and production of electronically stored evidence as well as proffering opinions related to drive imaging, bit-for-bit data capture, and means and methods of data sorting and confidentiality maintenance. While the inclusion of counsel of record in a Rule 26 Disclosure witness list is admittedly unusual, the situation is of your own creation. If we are informed that Mr. Pickle has retained a different computer expert, we will certainly substitute that name for yours on the list.

The only agreement that was reached during the August 1 conference relating to providing e-discovery in CD format was that, if a party planned to produce copies of electronic documents, they could be provided in whatever form that party desired to produce them. Plaintiffs have complied with that agreement, having chosen, instead of producing copies of documents, to describe the documents in their possession by category and location. Defendants were free to do the same.

As to the issue of inspection and copying, the Federal Rules and related practice guides make clear that only insurance agreements and damage computation documents, if available, need be produced for inspection and copying as part of the 26(a)(1) initial disclosures. We have already indicated that Plaintiffs have no applicable insurance documents to produce. We have also disclosed that Plaintiffs do not yet have all materials necessary for them to accurately calculate their damages, since such materials are currently in the exclusive control of either Defendants or Third Parties, from whom the materials must be requested via discovery or subpoenas. Thus, Plaintiffs have no documents to produce for inspection or copying at this time, but will, as we are cognizant the rules require, inform Defendants when we are in possession of such materials so that Defendants may request a day and time for the inspection. Such a course of action was determined entirely appropriate in the unpublished Louisiana case you cited, Henry's Marine Service, Inc. v. Fireman's Fund Insurance Co., E.D.La. 02-3682 (Feb. 10, 2004), where the court noted that "Contrary to defendant's assertion, plaintiff was not required to physically produce documents at the time that it made its initial disclosures." Moreover, even if there were any documents in Plaintiffs' possession that they were required to make available for inspection and copying at the time of their Rule 26 disclosures, Defendants' demand that the inspection occur within 24 hours is unreasonable and abusive in any event.

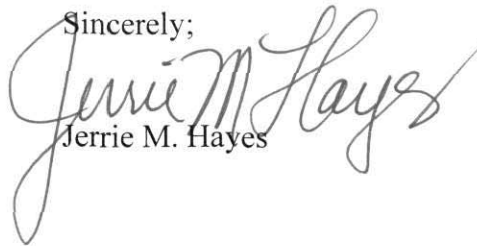
EX0084

August 8, 2007

Page 3

Finally, your practice of sending communication related to this case only to attorneys at the Fierst, Pucci & Kane offices—when you know full well Plaintiffs are also represented by attorneys with Siegel, Brill, Greupner, Duffy & Foster—is unacceptable. In the future, it is expected that all counsel for Plaintiffs, whose names have all been previously made available to you, will receive copies of all pleadings and correspondence from you or Mr. Pickle related to this case.

Sincerely;

A handwritten signature in cursive script that reads "Jerrie M. Hayes". The signature is written in black ink and is positioned above the printed name.

Jerrie M. Hayes

JMH/cg

cc: Gailon A. Joy (via fax and mail)

EX0085

Inspecting and copying auto-discovery

Subject: Inspecting and copying auto-discovery
From: Bob <bob@***>
Date: Wed, 14 Nov 2007 10:42:36 -0600
To: Jerrie Hayes <jerriehayes@***>
CC: "G. Arthur Joy" <gailon@***>

Ms. Hayes:

I note from FRCP 26(a)(1)(B) that the plaintiffs are required to produce in auto-discovery

"a copy of, or a description by category and location of, all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment;"

We chose to provide "a copy of," and you chose to provide "a description by category and location of." But I do not think that your choice sends the proper message to 3ABN supporters.

I do not have a copy of what Gailon provided you with in auto-discovery, but I note that I have provided you with two editions of mine thus far, and that the second edition consisted of a DVD which had an image amounting to 3,373,150,364 bytes. That DVD contained a number of email files, one particularly large. That large email file contained 4500+ emails and amounted to 306,816,447 bytes.

For comparison, all the files in my 2004 *Encyclopedia Britannica* Ultimate Reference Suite directory, a program which includes the entire text of the print edition of that encyclopedia, contain 1,505,004,523 bytes. (Of course, for a number of technical reasons, this is an imperfect comparison.)

Regarding the plaintiffs' auto-discovery materials, I have yet to receive one byte or one piece of paper.

You have every right to demand that I travel to Minneapolis and/or Massachusetts, and Illinois (the locations specified in the plaintiffs' auto-discovery) to inspect and copy the plaintiffs' auto-discovery documents, but this is no different than the position of John Lomacang on September 8, 2006, when I was told that I would have to travel to 3ABN to see something that he said I could see.

This gives the impression to 3ABN supporters that Danny Shelton and 3ABN are still trying to hide the truth, even though 3ABN sources have repeatedly claimed that the reason for going to court in the first place is so that the truth can come out. It all suggests that duplicity is or remains the order of the day, with 3ABN claiming to want to bring out the truth while simultaneously trying to conceal the truth, whether or not this truly is the case.

Would it at all be possible to forward to me a copy of all the documents in the plaintiffs' auto-discovery rather than require me to travel as much as 3,674 miles to as many as three different locations?

If it is not possible to send a signal that a new era of openness and transparency has begun at 3ABN, please advise as to how much prior notice either law office or either plaintiff must have before my arrival, and whether that amount of prior notice would be applicable at any time that falls within the deadlines laid

12/2/2007 6:36 PM

EX0086

Inspecting and copying auto-discovery
out by the court.

2 of 2

Thanks so much.

Bob Pickle

Ex. E

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

November 14, 2007

VIA FACSIMILE / U.S. MAIL

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

I am in receipt of your correspondences of November 14, 2007 concerning auto-discovery and board depositions.

As was disclosed in Plaintiffs' Rule 26(a)(1) submission, responsive documents are contained at the offices of Plaintiffs' counsel in Minneapolis, Minnesota and at 3ABN headquarters in West Frankfort, Illinois. If you would like to personally inspect those documents, we would ask for a minimum one-week notice of any inspection at the Siegel, Brill, Greupner, Duffy & Foster law office and a minimum two-week notice of inspection at 3ABN's headquarters. If you would prefer to forego personal inspection and simply want us to send a copy of all responsive documents, we will need approximately two weeks turn-around time in order to image all the documents and provide you with copies. We will get an estimate for the copying cost and will expect pre-payment prior to having the copies made. If the actual costs of copying are less than the estimate, we will return the difference. If it costs more, we will expect the rest C.O.D. Please let me know how you prefer to proceed with respect to Plaintiffs' 26(a)(1) materials.

Regarding your deposing 3ABN witnesses, it would be far too disruptive to 3ABN's operations, not to mention highly irregular, to conduct depositions at the company's offices. The standard practice would be to conduct the depositions at the law offices of one of the parties' counsel, or at an otherwise "neutral" location, such as a courthouse conference room or hotel meeting room. Plaintiffs will provide such a venue for their depositions of you; you will be expected to do the same for your depositions of Plaintiffs and their representatives.

EX0088

Dates for inspecting auto-discovery

Subject: Dates for inspecting auto-discovery
From: Bob <bob@***>
Date: Mon, 19 Nov 2007 11:04:15 -0600
To: Jerrie Hayes <jerriehayes@***>
CC: "G. Arthur Joy" <gailon@***>

Ms. Hayes:

I'm contemplating coming by your offices on December 7, 2007, to inspect and copy the auto-discovery materials, and coming by 3ABN for the same purposes on December 5, 6, 10, and/or 11, 2007.

Two questions that would assist me in planning this trip would be to know the quantity and form of the auto-discovery materials. What volume of paper documents, video and audio recordings, electronically-stored information, and whatever else are being held at these offices? In what precise form have the video and audio recordings, the electronically stored information, and whatever else been produced in?

Is whatever is held at the law office in Massachusetts merely duplicative of what is held at your office?

Thank you in advance for your reply, and for your communicating to me the date of the 3ABN board meeting in January.

Bob Pickle

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

November 20, 2007

VIA FACSIMILE / U.S. MAIL

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

I am in receipt of your correspondence of November 16 and 19, 2007 and I write in response thereto.

As to the 26(a)(1) documents, all materials held by Siegel, Brill are duplicates of the materials held by Plaintiffs and by Massachusetts counsel. You may perform an in-person inspection at any of the three locations, but it would not be necessary to do an inspection at more than one. All Plaintiffs' 26(a)(1) materials are in hard-copy, paper form. Not including the printed pages of the various websites upon which statements about Plaintiffs have been published—all of which are publicly available and would undoubtedly be less expensive for you to access and print yourself than to obtain as copies from our offices—the total volume of 26(a)(1) materials is less than 500 pages. These materials, however, include extremely sensitive and confidential business information and will not be disclosed by Plaintiffs without a protective order in place.

Plaintiffs circulated a proposed protective order as part of their proposed 26(f) Report. Please review it and let me know if you are in agreement as to its terms and will stipulate to it governing this case. If not, we will need to negotiate a mutually agreeable protective and confidentiality order prior to your inspection of and prior to Plaintiffs' disclosure of the materials at issue. Please let me know if you no longer have a copy of Plaintiffs' proposed Protective Order and I will forward another for your review.

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

November 28, 2007

VIA FACSIMILE / U.S. MAIL

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

I am writing in response to your correspondence of November 21, 2007.

First, the only plaintiffs in this case are Danny Shelton and 3ABN, which is an Illinois non-profit corporation. 3ABN's Board Members are not "litigants against" you. To the extent any Board Member has knowledge of the facts and circumstances underlying the Complaint or your Answer thereto, they may be witnesses in the case, and potentially subject to deposition, but they are decidedly not parties to this lawsuit.

Second, as I have previously stated, the dates of 3ABN Board Meetings are irrelevant and not necessary to the scheduling of the various depositions in this matter. I do not intend to disclose to you the dates and times of my client's private board meetings and you need not repeat your request for the information. Since it appears you will not provide me with the names and proposed dates and locations of the Board Members you wish to depose, I will discontinue my efforts to facilitate the informal scheduling of those depositions and will simply await your formal Depositions Notices.

Third, Plaintiffs will not authorize either the inspection or production of the extremely sensitive, confidential business and commercial information which constitutes the bulk of their 26(a)(1) disclosures without a Protective Order in place that maintains the confidentiality of that information. If you are unwilling to agree to the terms of the Protective Order that Plaintiffs have already proposed and are unwilling to alternatively negotiate an otherwise mutually agreeable Protective Order, Plaintiffs will await the Court's ruling on the Protective Order that

Robert Pickle
November 28, 2007
Page 2

was submitted to it as part of Plaintiffs' 26(f) Report. There is no need to appear at my office for document inspection on December 7, 2007, or to discuss any details concerning copying of materials, unless this matter has been resolved.

Finally, as Plaintiffs have been granted relief from the automatic stay in Joy's bankruptcy matter, I will take your last correspondence as written authorization that facsimile service upon you may be made through Mr. Joy's facsimile (206-203-3751) and will send all future facsimiles to you at that number until notified otherwise.

Sincerely,

A handwritten signature in black ink, reading "Terrie M. Hayes". The signature is written in a cursive, flowing style with a large, decorative flourish at the end of the name.

Terrie M. Hayes

JMH/cg

EX0092

Ex. I

Subject: Re: Trip to 3ABN to see phone records
From: Bob <bob@***>
Date: Tue, 17 Oct 2006 21:09:06 -0500
To: Pastor Lomacang <pastorlomacang@***>
BCC: danrev <danrev@***>

Hi Pastor Lomacang.

I got word from Mollie Steenson today that seeing the phone records is not allowed. Was there a change in policy, or were you mistaken back on September 1 when you indicated otherwise?

I passed on to her my question about whether the hundreds of hours of phone calls weere actual time spent or billed units. We'll see what reply she sends.

I did suggest to her that from a PR, damage control, and apologetic perspective, it seems to me that going about these matters differently would be a great blessing to 3ABN. It seems to me that it is very important that 3ABN comes across as if they aren't trying to hide anything. That's how God has handled the Great Controversy, and in the end everyone's questions about Him will be answered. But long-delayed replies and not answering a simple question about whether the hundreds of hours were actual time spent or billed units doesn't give the right impression, and 3ABN surely doesn't need any more of that.

God bless.

Bob

----- Original Message -----

Subject: Re: Trip to 3ABN to see phone records
Date: Mon, 16 Oct 2006 18:14:18 -0500
From: Bob <bob@***>
To: Pastor Lomacang <pastorlomacang@***>

Hi Pastor Lomacang.

I've tried contacting Mollie twice now, and am about to try a third time. Still haven't heard back from her, even though tomorrow makes two weeks. What should I do? Is there someone else I should contact?

We're now less than a week from when we'll be passing by, and it's been 5 and a half weeks since I wrote you saying that we might be able to take you up on your offer of coming by to see the phone records. Is more of an advanced notice required?

Did you have any thoughts on my suggestion below?

Were you able to verify that the hundreds of hours were actual time spent rather than billed phone card units?

God bless.

Bob

----- Original Message -----

Subject: Re: Trip to 3ABN to see phone records

Date: Tue, 10 Oct 2006 18:38:44 -0500

From: Bob <bob@***>

To: Pastor Lomacang <pastorlomacang@***>

Hi Pastor Lomacang.

I tried contacting Mollie Steenson, but haven't heard anything back from her yet. Do you know if she got my message?

Did you have any thoughts on my suggestion below?

Have you been able to verify yet that the hundreds of hours of phone calls were indeed actual time spent on the phone rather than billed phone card units?

Bob

----- Original Message -----

Subject: Re: Trip to 3ABN to see phone records

Date: Tue, 03 Oct 2006 07:17:04 -0500

From: Bob <bob@***>

To: Pastor Lomacang <pastorlomacang@***>

Hi Pastor Lomacang.

I just thought of something. When we talked a month ago you made it quite clear that you are an employee of the Illinois Conference rather than of 3ABN. As such I would think that even if Mollie does not approve the meeting, you would be able, as pastor of the Thompsonville Church, to show me the phone records yourself as promised. As pastor you do have them or some other concrete evidence on file, don't you? I would think that in such a high profile situation involving matters that are subject to church discipline, the pastor or the church would have some sort of concrete evidence on file.

Of course, in matters of church discipline, some things must not be divulged. But since you felt the existence of the phone records did not fall into that category, then they presumably do not fall into that category.

And since they are Linda's phone records rather than Danny's, if permission must be obtained, Linda's permission would be all that is required. But since they allegedly reveal Linda's guilt, obtaining her permission may be a bit tricky. Then again, if she refuses to give permission to you for me to see these phone records, then that would suggest that she is trying to hide something.

Your thoughts?

Bob

----- Original Message -----

Subject: Re: Trip to 3ABN to see phone records

Date: Tue, 03 Oct 2006 05:18:41 -0500

From: Bob <bob@***>

To: Pastor Lomacang <pastorlomacang@***>

Hi John.

Thanks for your reply. I will contact Mollie.

Were you able to confirm that the "hundreds of hours" of phone card calls that you spoke about with me were actual time spent on the phone versus billed units? A quick answer should suffice if you are short on time.

When we talked, you spoke of my being able to come and see the phone records as being a dead certainty. Were you mistaken, and is it possible that Mollie will not allow this?

Bob

----- Original Message -----

Subject: Re: Trip to 3ABN to see phone records

Date: Mon, 2 Oct 2006 22:57:19 -0500 (GMT-05:00)

From: Pastor Lomacang <pastorlomacang@***>

Reply-To: Pastor Lomacang <pastorlomacang@***>

To: Bob <bob@***>

Hello Bob,

I received your email. You will need to contact the general manager of 3ABN to make an appointment. Her name is Mollie Steenson. If she approves then your trip will occur. She will determine the usefulness and necessity of your meeting. You can call her at 618-627-4651.

God Bless,
Pastor Lomacang

-----Original Message-----

From: Bob <bob@***>
Sent: Oct 2, 2006 6:04 AM
To: Pastor John Lomacang <pastorlomacang@***>
Subject: Trip to 3ABN to see phone records

Hi Pastor Lomacang.

I trust you got the email below that I sent you several weeks ago. At this point it does look like I will be coming right by there sometime on October 23, and so I can take you up on your offer to stop by and see the phone records of calling card calls to Norway you spoke of. It looks like Thompsonville is about 950 miles into our journey home, and so if we leave early Sunday, we should be there sometime on Monday the 23rd.

Does that sound good to you? Who will I need to speak with once I arrive? Where will I need to go?

Also, has anyone been able to find an answer to the question I asked below? Whether the hundreds of hours were actual time spent on the phone, or were units billed?

God bless.

Bob

----- Original Message -----

Subject: Quick question on phone card records.
Date: Fri, 08 Sep 2006 14:16:05 -0500
From: Bob <bob@***>
To: Pastor Lomacang <pastorlomacang@***>

Hello Pastor Lomacang.

Thanks so much for talking to me last week. I appreciate the courtesy you showed me.

Someone has raised a question about the phone records that might be good to clarify. When you spoke of seeing hundreds of hours of phone card phone records that were placed prior to March 9, 2004, was that actual time spent on the phone or the minutes that were billed? Since phone cards being used for making calls to foreign countries are charged multiple minutes for every minute actually spent, this question was raised. For example, one fellow told me that when he made calls to Canada, every minute of time actually cost him three minutes. So on the records that you saw, were the hundreds of hours actual time spent?

I am not sure at this point, but I may be passing by 3ABN on October 23, and could take you up on your offer to stop by and see the phone records. There is a good chance I'll be returning from my brother's wedding on that day.

Have a good Sabbath, and God bless.

Bob

Ex. J

Subject: RE: Appointment to see phone records
From: Bob <bob@***>
Date: Tue, 17 Oct 2006 20:22:06 -0500
To: Mollie Steenson <mollie.steenson@***>
BCC: danrev <danrev@***>

Hi Mollie.

Thanks for your reply. Here are three short, follow-up questions.

- 1) Has there been a change of policy since September 1, when Pastor Lomacang promised that we could see the phone card phone records if we came by? He indicated that that wasn't his decision. Or was he somehow totally mistaken?
- 2) Pastor Lomacang indicated that these records showed hundreds of hours of phone calls, but I have thus far been unable to confirm from him that these hundreds of hours are actual time spent on the phone rather than billed phone card units. Can you confirm this?
- 3) What group of respected church leaders has the matter been turned over to? Who are they?
- 4) Will they be making public the evidence that supports their findings, or will they only make public their findings?

I ask this last question because from a damage control and apologetic perspective, the only real way to put all the rumors to rest once and for all is to come across as if 3ABN has nothing to hide.

Take for example these phone records, which Pastor Lomacang stated emphatically that he had personally seen. After he promised that we could see them if we stopped by, it has taken more than five weeks to discover that 3ABN will not allow this, and that gives the impression that they either do not exist or that they do not say what he claimed they say.

This is even more so the case since I asked him on September 8 and October 2 and October 3 and October 10 and October 16 whether the hundreds of hours were actual minutes or billed minutes, and though I did get a short reply from him on October 2, he has yet to answer that simple question. The definite impression being given is that there never were hundreds of hours spent on the phone.

I think a lot of these rumors could have been easily avoided or dispelled if 3ABN had handled these PR matters differently. Along these lines, I would suggest that great care be taken in the selection of which respected church leaders examine all the evidence. If it is perceived that the panel is stacked in favor of 3ABN from the very beginning, it will not settle the questions in people's minds, especially if none of the evidence is ever made public. Whether the panel is stacked or not is not as important at this point as how it is all perceived if the goal is to dispel all the rumors, in my opinion.

God bless.

Bob

----- Original Message -----

Subject: RE: Appointment to see phone records

Date: Tue, 17 Oct 2006 09:33:21 -0500

From: Mollie Steenson <mollie.steenson@***>

To: Bob <bob@***>

Hi Bob,

Rather than making the evidence available to individuals, which 3ABN has that validate the basis for the actions we have had to take in this matter, we have turned this matter over to a group of respected church leaders who will be looking at all the evidence, not just portions of it, and they will publicly give their findings in the near future.

You are still very welcome to visit 3ABN and have a tour of the facilities. We are available to give tours from 9:00 AM to 4:30 PM Monday – Thursday and from 9:00 AM to 11:00 PM on Friday.

Have a great day,

Mollie Steenson
3ABN GM

From: Bob [mailto:bob@***]
Sent: Monday, October 16, 2006 6:25 PM
To: Mollie Steenson
Subject: Re: Appointment to see phone records

Hi Mollie.

It's now less than a week from when we are scheduled to be driving by 3ABN on October 23, returning from my brother's wedding.

Back on September 1 Pastor John Lomacang promised that if we came by we would be able to see the hundreds of hours of phone card phone records of calls to Norway that prove that Linda was having an affair. He indicated on October 2 that I ought to contact you.

My apologies if three weeks is too short of notice for you. I had originally told Pastor Lomacang on September 8 that we could possibly take him up on his offer next week, but I did not hear back from him until October 2, and so I did not know until then that I was supposed to contact you as well as him.

Do we just plan on stopping by next week whenever we get there? What do you suggest?

God bless.

Bob

----- Original Message -----

Subject:Re: Appointment to see phone records

Date:Tue, 10 Oct 2006 18:41:20 -0500

From:Bob <bob@***>

To:Mollie Steenson <mollie.steenson@***>

Hello Mollie.

Did you get my email below? How do we go about taking Pastor Lomacang up on his promise that I could see these phone records?

God bless.

Bob

----- Original Message -----

Subject:Appointment to see phone records

Date:Tue, 03 Oct 2006 09:57:15 -0500

From:Bob <bob@***>

To:Mollie Steenson <mollie.steenson@***>

Greetings, Mollie.

Back in August Pastor Lomacang responded to a fellow named Jonathan about his concerns, and Pastor Lomacang invited him and anyone else who had questions to call him. Jonathan shared that reply with me and I therefore decided to call Pastor Lomacang in early September.

In our conversation Pastor Lomacang mentioned two pieces of concrete evidence which he felt definitively proves Linda to be an adulteress, one being phone card phone records consisting of hundreds of hours of phone calls made to Norway prior to March 9, records which he had personally examined, and a recording of a presentation by Linda on the air in which she refers to a special friend.

One thing I have specialized in is apologetics, and I really enjoy defending the Adventist church and its various entities and doctrines against criticism and slander, but doing that requires presenting concrete, indisputable evidence. Obviously, what Pastor Lomacang told me was quite helpful, but it wouldn't be indisputable in the minds of critics out there. Especially is this so since I can't tell anyone that I've seen the evidence for myself, and that I have personally verified that hundreds of hours were spent on the phone talking to the doctor in

Norway when Linda's son was not there.

I therefore told Pastor Lomacang in that phone conversation that I would like to see those phone records and that recording, and he replied that I would definitely be able to see them if I came down to 3ABN. I told him I thought that it was unrealistic to require people to drive hundreds of miles on their own nickel just to see phone records, and he indicated that that wasn't his decision. So I assume that it was 3ABN's board or management that determined that those interested in seeing this evidence can indeed see it if they come to 3ABN.

At any rate, I emailed him the following week and again yesterday telling him that I would be able to take him up on his offer after all, since I will be going right by Thompsonville on my way back from my brother's wedding around October 23. My email yesterday asked him where I should go and who I need to contact when I arrive, and he just replied that I need to contact you to arrange everything.

So how do we proceed in order for me to take Pastor Lomacang up on his offer of seeing these phone records and the recording?

God bless.

Bob Pickle

SD-108 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Central

DISTRICT OF

Massachusetts

Three Angels Broadcasting and Danny Shelton

v.

Gailon Arthur Joy and Robert Pickle

SUBPOENA IN A CIVIL CASE

Case Number: 07-40098-FDS

TO: Daniel Hall, or Keeper of the Records of Remnant Publications, Greetings!

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Exhibit A, attached hereto.

PLACE Conference Room 1, Second Floor, Branch County Courthouse, 31 Division St., Coldwater, MI 49036	DATE AND TIME 1/2/2008 9:00 am
---	-----------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) <i>Sherry Jones</i>	DATE 11-28-07
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER	

US District Court, 595 Main St. Worcester, MA 01608
(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page.)

¹ If action is pending in district other than district of issuance, state district under case number.

ex C

EX0101

SAO88 (Rev. 12/26) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Central

DISTRICT OF

Massachusetts

Three Angels Broadcasting and Danny Shelton

SUBPOENA IN A CIVIL CASE

V.

Gailon Arthur Joy and Robert Pickle

Case Number:¹ 07-40098-FDS

TO: Alan Lovejoy, or Keeper of the Records of Gray Hunter
 Stenn LLP, Greetings!

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Exhibit A, attached hereto.

PLACE	DATE AND TIME
Sam C. Mitchell & Assoc., Lower Floor, 115 1/2 E Main St., West Frankfort, IL 62896	1/3/2008 9:00 am

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
<i>Sarah A. Thornton, Deputy Clerk</i>	1/3/08

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

SARAH A. THORNTON

USDC 595 Main St. West Frankfort, IL 62896

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

a D

EX0102

*AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Central

DISTRICT OF

Massachusetts

Three Angels Broadcasting and Danny Shelton

SUBPOENA IN A CIVIL CASE

V.

Gailon Arthur Joy and Robert Pickle

Case Number:¹ 07-40098-FDS

TO: Bookkeeping Department of Century Bank & Trust,
Greetings!

- YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME:

- YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME:
---------------------	----------------

- YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Exhibit A attached hereto.

PLACE: Office of Bob Pickle, 1354 County Highway 21, Halstad, MN 56548	DATE AND TIME 1/10/2008 11:00 am
--	-------------------------------------

- YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME:
----------	----------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) SARAH A. THORNTON, Sherry Jones	DATE 12-6-07
--	-----------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

S. Jones

(See Rule 35, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

EX E
EX0103

Form 12-1 (Rev. 1/2006) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Central

DISTRICT OF

Massachusetts

Three Angels Broadcasting and Danny Shelton

SUBPOENA IN A CIVIL CASE

V.

Gailon Arthur Joy and Robert Pickle

Case Number: 07-40098-FDS

TO: Paula Capes, Jennifer Hengel,
Ann Duenow or Keeper of the Records of Midcountry Bank,
Greetings!

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

See Exhibit A attached hereto.

PLACE Office of Bob Pickle, 1354 County Highway 21, Halstad, MN 56548	DATE AND TIME 1/10/2008 11:00 am
--	-------------------------------------

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) SARAH A. THORNTON, Sherry Jones	DATE 12-6-07
--	-----------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Sherry Jones

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

* If action is pending in district other than district of issuance, state district under case number

ex F
EX0104

**Ex.
J**

Subject: Three Angels Broadcasting Network: A High-Flying Organization | Adventist Today

From: Bob <bob@***>

Date: Thu, 27 Dec 2007 12:02:23 -0600

To: Bob Pickle <bob@***>

<http://www.atoday.com/magazine/2004/01/three-angels-broadcasting-network-high-flying-organization>

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Three Angels Broadcasting Network: A High-Flying Organization

January 1, 2004 - 12:00pm - [Edwin A. Schwisow](#)

Did the three angels of Revelation 14 have a stiff tailwind as they shouted their apocalyptic warnings from the skies?

The Bible doesn't spell out the weather report, but it does say the angels showed up in full voice—energetic, hardly out of breath—when they delivered their messages.

The same can't quite be said this year for their high-flying Illinois namesake, satellite television network Three Angels Broadcasting Network (3ABN).

For the first time in its nearly two-decade history, donations to the independent Adventist programming and broadcasting ministry slipped last year, as 3ABN continues its quest to reach every nation, kindred,

EX0105

12/27/2007 12:02 PM

tongue and people on earth. And according to 3ABN president Danny Shelton, the reasons for the decline are by no means understood at headquarters. Some 3ABN supporters, however, believe that the answer may be written prominently on the inside fuselage walls of two executive jet aircraft (one now for sale, one leased) that 3ABN's founders have been using for more than a year for corporate travel.

History

3ABN's around-the-clock five-satellite ministry has grown from its start in the mid-1980s to a ministry receiving annual donations of about \$15 million a year. Led by the country-voiced, sweet-singing Shelton and his demure, soft-spoken wife, Linda, 3ABN's story makes inspiring reading. Danny Shelton, who points to his high school diploma as the epitome of his formal education, is a poster boy for sanctified ambition. Some 3ABN supporters speak of him as "inspired" and almost messianic, and until last year, 3ABN's rate of ascent was measured in increments of angelic warp speed.

The Sheltons have established a new style in Adventist media, stripped of the aristocratic cool of a George Vandeman, the cerebral rumble of an H.M.S. Richards, or the austere reclusiveness of a William Fagal. The Sheltons present themselves, instead, as a simple, God-fearing family, dedicated to proclaiming Adventist Christianity around the world, 24 hours a day. And many who know the Sheltons personally say that what you see on television is what you get in person—authenticity, plainspokenness, dedication.

But 3ABN's growth from a mom-and-pop media outlet in North Frankfort, Ill., to a multimillion-dollar corporation is not happening without growing pains.

What once was seen as Danny Shelton's precocious, hands-on style is now interpreted by critics as heavy-handed control of 3ABN's small, compliant board. And the Sheltons' use of the executive jets reinforces a view that success has tainted the self-sacrificing spirit of 3ABN's first couple. Always a man who takes pride in keeping in touch with his supporters, Shelton knows he's not pleasing everyone these days—he admitted as much in a lengthy Dec. 29 telephone interview with *Adventist Today*. But he still believes he has been faithful to the vision God has given him and that 3ABN is operating in an impressively thrifty, efficient way.

"We had an Associated Press reporter here this month, and you could tell she was very skeptical about 3ABN. She stayed here several days, and we gave her access to everything, opened our books to her, gave her the information she wanted. By the end, her attitude had turned around completely, and we believe her story will be very positive."

The story of 3ABN is a positive one of outstanding growth—an old, old story the Sheltons tell often and well. Shelton, a builder and carpenter, saw the need to create a television network to spread the end-time gospel. By most accounts, he's delivered what he promised—simple, conservative, direct Bible preaching and music that calls audiences to conversion. Last year, 3ABN added around-the-clock Spanish-language programming and a 24-hour- a-day radio presence on satellite.

Shelton characterizes 3ABN programming as “more hard-hitting” than denominationally produced fare, and says 3ABN's status as an independent nonprofit insulates the church from criticism of being too critical of other Christian denominations—most notably Roman Catholicism. And he says he would welcome the advent of additional networks, of Adventist-oriented satellite programming—say, networks to meet the minds of intellectuals and liberals, Muslims and Hindus, New Age pagans, or secular American agnostics. The network, he says, reaches the world—but through programming designed primarily for an already Christianized viewership. But, he claims, there's plenty of room for other Adventist entrepreneurs to devise television ministries for other demographics.

By some counts, 3ABN is now the second-largest religious broadcasting television network in the world. And records show that thousands have found their way into Adventism by watching 3ABN telecasts. Many Adventist pastors point to viewers of 3ABN who have appeared at their church doors, eager and informed for baptism.

Economic Downturn

Given 3ABN's resilience, success, and impressive economic expansion during each of its first eighteen years, why the plateau or downturn in 2003? Danny Shelton says he has no easy answers and refuses to chalk it up to a slow economy or donor dissatisfaction. He says he needs time and outside help to sort things through.

“I've asked the Lord to show me if, perhaps, something I, Danny Shelton, am doing is the reason we're down this year. Frankly, I don't know the reasons, yet,” he says.

But he's not meditating on these things to the detriment of his other duties. He continues to work hard to sign more agreements with cable outlets to carry 3ABN programming. Recent successes in placing 3ABN on cable in the southeastern United States have brought more than a million new potential viewers—a success that by all counts should add hundreds of new names to the 3ABN donor base.

High Flying

But observers are increasingly asking if Danny and Linda's use of corporate jets (one, a Mitsubishi Diamond, owned by 3ABN and now for sale; and another leased plane, a Cessna Citation) may contain elements of the answer to 3ABN's financial concerns.

At press time, Shelton still rejected that possibility: 3ABN receives about 1,500 letters a month from viewers, he says, and there is no indication from these letters that the planes have become an issue among donors. 3ABN's supporters understand that the Sheltons need to circulate, reach out, meet the people, he says. They want to see him and Linda, speak to them personally, share. He believes supporters understand that by using an executive plane, 3ABN can reach many more people much more effectively.

But others suggest that in using the planes, the Sheltons may be erasing the very credibility their visits are intended to stoke. Kermit Netteburg, now with the North American Division as assistant for communication and a man Shelton acknowledges as an acquaintance, noted last August that 3ABN's use of the plane seems to coincide directly with the decline of as much as a million dollars in annual donations.

But Netteburg also claims to empathize with 3ABN's decision to use the planes: "What we sometimes forget is that 3ABN is now a very big organization," Netteburg said. "To run a corporation this large takes resources. One thing I can tell you is that at a recent meeting, the Sheltons arrived on time, rested and ready to work, and were the only ones who were able to be home that night, to sleep in their own beds, ready for work the next day."

What the weary, and perhaps envious, Netteburg sees as an advantage, however, may be seen by others as self-indulgence—a trait not lightly tolerated in a denomination whose top executives do not now enjoy, and in fact never have enjoyed, regular use of jet-powered executive aircraft. A Shelton acquaintance who has been featured prominently on 3ABN in recent years, Adventist missionary pilot David L. Gates, echoes those thoughts. Son of a foreign missionary and subject of a recent biography published by the denomination's Pacific Press, the bone-thin Gates lives an austere life as a missionary to South America.

"Danny and I were talking, a while back, and he told me I needed a jet like his for the work I do," Gates remembers. "And my response was, 'Danny, I ask many people working with me to make tremendous sacrifices. And if I flew in a plane like yours, I would have no credibility among these people. Yes, in a practical sense I could use a jet. But as a leader, I have to stay close to the people, live as they live, travel as they travel. That's the only kind of leadership I know.'"

Gates's asceticism hardly represents the entire philosophical bandwidth of 3ABN supporters. But it captures an essential trait of Adventism that bears emphasizing—that Adventists by and large are hypercritical of the appearance of ostentation and privilege among those they see as called by God to service. Are the Sheltons losing touch with the mindset of their self-sacrificing donors?

The downturn in 3ABN donations was tacitly acknowledged in May 2003 in a general letter in which the usually positive Sheltons admitted that things just weren't going as well as they should, at least with 3ABN's Spanish-language programming venture. They said that donations had, indeed, reached a plateau and that developing the Spanish-language component was impossible unless funding took a turn for the better.

Meanwhile, in South America, an Adventist-affiliated group known as "A.D.Venir" (pronounced Ah Day VehnEER)—led by David Gates himself—was placing a competing Spanish-language programming service on satellite, at a cost of \$1.5 million.

The times are indeed changing, as 3ABN struggles to find a management style that remains true to its self-proclaimed principles of thrift and accountability. It now directs an international empire that reaches most of the globe with multilingual signals on five satellites, from studios in America, Russia and the Philippines. In the process, the planes may be costing 3ABN a lot more than fuel, insurance and airport fees.

Signs of the Times

About 3,000 Adventist businessmen and their families gathered last August to celebrate the annual divisionwide convention of Adventist-laymen's Services and Industries (ASI), of which 3ABN is a prominent member. The network commanded a well-lit corner booth on the ASI exhibit floor—clearly, the most often-visited booth among the hundreds of exhibitors.

Shelton himself, in casual attire, showed up sporadically at the booth, but he seemed preoccupied with other matters. His staff told visitors that because of overwhelming responsibilities—3ABN was taping or televising live several convention plenary sessions—Shelton's availability to talk personally with them would be limited.

As I circulated among the scores of booths on the exhibit floor, several prominent exhibitors, of their own accord, volunteered their disappointment with 3ABN's decision to acquire and operate the planes. They knew me for my 26 years with Adventist media in the North Pacific Union, much of it during the

halcyon years of 3ABN's growth. I had helped organize large broadcasting conventions in the Northwest, bringing together media-minded pastors, technicians, laymen and church executives—including former General

Conference president Robert Folkenberg.

During those conventions, we'd given 3ABN supporters unlimited time to explain how local groups could sponsor low-power television stations to rebroadcast the 3ABN signal. Even today, 3ABN acknowledges that the Pacific Northwest has the highest concentration of facilities rebroadcasting their signal of any union territory in North America.

I was—and am—considered supportive of the vision of 3ABN and well-informed on media matters, and it was entirely natural for men such as retired pastor/evangelist Don Gray of Vancouver, Wash., to tell me quietly, “The plane is hurting Danny, I'm afraid. He should just get rid of it.” Several other ASI members made similar comments—not as a condemnation of 3ABN, but in the sorrowful, hushed tones of a relative lamenting a loved one who continues to refuse medical treatment for a dread disease.

When, sometime later, I asked Shelton himself about the possibility that his traveling arrangements were hurting the 3ABN cause, he dismissed it out of hand—as he apparently does with others who raise the issue. He is determined, he said, to weather any turbulence—in fact, he says there is no turbulence—regarding the planes.

He explained to me that the planes make it possible for him and Linda to meet more people, more often. That's what the Adventist people want and expect, he said. And in the post-911 era, traveling by common carrier simply takes too much time and limits him and his wife to too few visits to too few churches and rallies across the land.

Indeed, since acquiring the aircraft, 3ABN's weekend rallies have increased markedly in frequency—a fact that ordinarily would stimulate donations to the cause. But the opposite has occurred.

The network is wrestling to remain in contact with the down-home values and concerns of its donors—that much is clear. But now, as it emerges as a worldwide corporation, the bonds of credibility seem strained. And the plane is not the only problem.

It doesn't help that word is out that the Sheltons' salaries exceed those of even the highest-paid administrative ministers in the Adventist Church (a charge Danny Shelton categorically denies, citing

figures that show he personally earned less than \$50,000 last year and that he declined to accept any retirement benefits.)

But 3ABN's audited statements for calendar years 2001 and 2002 show that the decrease in salary must be quite recent, as Shelton is quoted on those documents as earning more than \$60,000 a year.

All told, the temperature is rising in the cockpit. And Danny Shelton's voluntary forfeiture of part of his salary suggests he's feeling at least some of the heat. But, is lopping off \$700 or \$800 from his monthly paycheck going to be enough to fight the perception that the Sheltons have succumbed to the siren call of creature comforts and opulence?

What of the Future?

No one questions the genius of Danny Shelton and the on-screen appeal of his wife and family members. No one disputes that the Sheltons have accomplished what no other Adventist dared attempt.

But in my recent conversation with Shelton, one 60-second aside he volunteered in the course of our two-hour interview seemed to reveal more about the issue than all of the other minutes combined. Speaking of the many times 3ABN has been criticized, he offered: "It is actually at the times when we are under greatest attack that we receive the most donations. Those who have attacked us have actually helped us grow."

It was a challenge—and perhaps in writing this article with its references to the couple's high-flying ways, I have already fallen into the negative column of the Sheltons' esteem. But I hope not. I write as a friend and well-wisher, representing what must surely be scores of voices in Adventism who fear writing that letter, or letters, to 3ABN.

Why? Do they fear losing Danny's friendship or further invitations to promote their own ministries via 3ABN? I don't know, and Danny assured me in our interview that his supporters are fearless in criticizing 3ABN. So, what gives? What may well be happening is that Shelton has not yet fully grasped that times are changing rapidly for 3ABN. For most of his media career, Danny Shelton has thrived on controversy—as the blue-eyed David defending against heavy-browed Goliaths such as the General Conference, competing ministries, and local county leaders who recently challenged 3ABN's nonprofit credentials.

But today, 3ABN is neither small nor, apparently, invulnerable. And in what some donors see as another sign of the times, 3ABN has let out the word that it now receives more donated money than any other Adventist media ministry, including the venerable Voice of Prophecy and It Is Written programs.

While technically correct, the information reinforces a view that 3ABN's little David may be drinking too eagerly from the brook of its own success, paying less attention to selecting the thrifty, smooth stones that have contributed to its rise to prominence.

The plane, the salary, the strong personal control, the bit about being biggest—all form the borders of what could develop into a less-than-flattering jigsaw portrait of a modern 3ABN Goliath.

The Sheltons are by no means unaware of at least some of these issues. They're trying to respond to the challenge, but 2003 may well go down as the year they prescribed the wrong medication for, essentially, the right problems.

They understand that 3ABN's bigness is gnawing at the critical essence of its appeal—the hominess, the access, the Mr. Rogerliness. And they also sense that controversy and attacks by others are not quite the allies they were when 3ABN was a babe in arms.

What Danny seems one moment to accept—and the next to deny—is that 3ABN is not what it used to be. It's bigger, it's stronger, its influence is worldwide. And with that power comes a new image—an impersonality far more vulnerable to criticism, where rumors can take on lives of their own and brood for decades in the recesses of the public subconscious.

The Sheltons believe their planes help them bolster their repartee with the Adventist public, when in fact the aircraft may be eloquently contradicting the very message they were intended to help deliver.

One supporter I spoke with at the ASI convention suggested that the Sheltons would do well to study the success of the late Wal-Mart founder, Arkansan Sam Walton. Walton, by all accounts, recognized that as his company matured, his leadership role was not to micromanage the company and sign every purchase order (as Danny Shelton told me he does for 3ABN) but to preserve at all costs the image of what Wal-Mart stands for: "We like you so much, we want to save you lots of money."

Like Walton, Shelton is an honor graduate of the Horatio Alger School of Success. And like Walton, Danny Shelton's father was an Arkansan, a fact attested by Danny's faint southern accent.

And, like Wal-Mart on the retailing scene, 3ABN has now surpassed its Adventist media rivals. Walton kept alive the "We like you so much, we want to save you lots of money" motif by driving his pick-up—not a jet-propelled vehicle, by all accounts—and popping in ad hoc to check up on his outlets and tell the faithful that the sky was the limit.

Though a billionaire in stock holdings, Walton dodged the pretenses of privilege and through example told the people that Wal-Mart was still in the down-home, neighborly business of saving its customers money. Supporters of 3ABN seem to be asking the Sheltons for the same assurances. They want to hear, in word and example, that 3ABN is still exclusively in the business of saving its viewers' souls. And the Sheltons are learning that spelling out that message for a multimillion-dollar corporation is not a task for the symbolically faint of heart.

The task ahead could, in fact, call for cutting back some travel mileage and working harder to pack more symbolism into fewer visits—as Ronald Reagan did during his presidency.

Yes, there's been a new kind of turbulence at 3ABN. No one is passing out parachutes, and no one is calling for mid-air replacement of the pilot—yet. But the organization is discovering, as St. Paul learned long ago, that though all things may be lawful, not all things are expedient, or appropriate, in the grander scheme. The network can still recapture its image as the beloved David, slaying the giants of unbelief, greed, hypocrisy, and worldly entitlement with the thrifty sling of self-sacrifice.

But it will never reach the whole world with the gospel if it loses the soul of its personality. Now would be an excellent time to divest the planes—citing financial constraints.

The gesture would play well in the conservative provinces—in fact, the communal sigh of relief would be heard across the land. It's a compelling move that could do wonders for the bottom line in 2004. It's a thought the Sheltons might do well to prayerfully ponder, the next time they're in the skies.

Edwin A. Schwisow was public relations officer for the North Pacific Union Conference of Seventh-day Adventists. He now lives in Sandy, Ore., where he publishes books and writes for magazines.

[Edwin A. Schwisow](#)

Edwin A. Schwisow is executive director of Adventist Today and serves as point person on matters related to donations and underwriting for Adventist Today Foundation. Ed retired from 27 years of denominational journalism in 2003, after forming his own publishing firm, LifeScape Publications. He writes, edits, publishes, and serves Adventist Today from his home near Portland, Ore. He can be reached via email (edwin.a.schwisow@***).

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Editorial

No editorials in this issue.

User login

Username: *

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 Login

Ex.
M



Three Angels Broadcasting Network
PO Box 220
West Frankfort, IL 62896

(618) 627-4651
www.3abn.org

Larry D. Ewing
Treasurer

Account: 53929 04/13/06

Receipt 340387

Amount Received 75.00

Benefits Received

300 Shipping	75.00
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J [redacted] W [redacted]
[redacted]
[redacted], [redacted]

Sales Tax	
Total Benefits Received	75.00

This is not a bill. Do Not Pay.

The merchandise or other tangible benefit received by the donor in exchange for the contribution is stated above.

Ex.
Q

STATE OF ILLINOIS
 County of Franklin 98-6767
 Document No. 98-6767
 Filed for record
 OCT 02 1998
 1:20 at 1:20 o'clock PM
 Fee paid \$15.00
 Rose D. Bill

WARRANTY DEED

THE GRANTOR, Three Angels Broadcasting Networks, Inc.
 3391 Charley Good Road
 West Frankfort, Illinois 62896-0220,

for and in consideration of Six thousand one hundred thirty nine and no/100 (\$6,139.00) Dollars, O.V.C. Dollar in hand paid, Grantor conveys and warrants to Danny L. Shelton and Linda S. Shelton, husband and wife, all of Grantor's interest in the following described real estate:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in the County of Franklin, and State of Illinois,

(Note: This deed is given for the purpose of the Grantor conveying its remainder interest in said property to the Grantees herein, Danny L. Shelton and Linda S. Shelton, who at the date of this transfer have a life estate in said property.)

hereby further releasing and waiving all rights in and under by virtue of the Homestead Exemption Laws of this State.

Dated 9/25/1998, 1998.

Three Angels Broadcasting Network, Inc.

By: Danny L. Shelton
 Danny L. Shelton, President

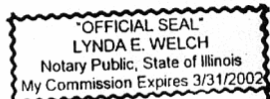
By: Linda S. Shelton
 Linda S. Shelton, Secretary

Attested by:
Walter C. Thompson
 Walter C. Thompson
 Chairman of the Board of Directors

STATE OF ILLINOIS)
) ss.
 County of Franklin)

I, Lynda E. Welch, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Danny L. Shelton and Linda S. Shelton personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, as President and as Secretary of Three Angels Broadcasting Network, Inc., respectively, by authority of the Board of Directors of said Corporation, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, on 9/25, 1998.



Lynda E. Welch Notary Public
 (Signature)

Ex.
R

WARRANTY DEED

ILLINOIS STATUTORY

MAIL TO:
 ELORA L. FORD, Trustee
 2804 NEW LAKE ROAD
 WEST FRANKFORT IL 62896

NAME & ADDRESS OF TAXPAYERS:
 ELORA L. FORD, Trustee
 2804 NEW LAKE ROAD
 WEST FRANKFORT 62896

STATE OF ILLINOIS
 County of Franklin *98-6768*
 Document No.
 Filed for record

OCT 02 1998

1:20 o'clock P.M.
 Fee paid \$ *15.00*

Rene Tobill

THE GRANTORS, DANNY L. SHELTON and LINDA S. SHELTON, Husband and Wife, each in their own right and as spouse of the other, of the City of Thompsonville, County of Franklin, State of Illinois, for and in consideration of the sum of TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, CONVEY and WARRANT TO: ELORA L. FORD, as Trustee of THE FORD FAMILY TRUST established by the provisions of THE FORD REVOCABLE TRUST Agreement dated September 23, 1992, of West Frankfort, Franklin County, Illinois, all interest in the following described Real Estate situated in the County of Franklin, State of Illinois, to-wit:

LOT SIX (6) IN SURVEYOR'S PLAT OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SAME, SITUATED IN FRANKLIN COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

D. MICHAEL RIVA, AS PREPARER OF THIS DEED, HAS MADE NO INVESTIGATION CONCERNING ANY POSSIBLE VIOLATIONS OF ANY ENVIRONMENTAL LAWS OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE ILLINOIS RESPONSIBLE TRANSFER ACT; AND THE PARTIES OF THIS DEED, BY VIRTUE OF THEIR EXECUTION, DELIVERY AND/OR ACCEPTANCE, ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT D. MICHAEL RIVA, HAS NOT BEEN ASKED TO REPRESENT AND/OR ADVISE THEM IN ANY WAY CONCERNING SUCH LAWS AND REGULATIONS; AND FURTHER ACKNOWLEDGE THAT SHOULD THIS REAL ESTATE BE GOVERNED BY, OR SUBJECT TO, SUCH LAWS AND REGULATIONS, THAT SUCH COULD YIELD VERY SUBSTANTIAL DAMAGES AND PENALTIES TO THE PARTIES.

Permanent Index Number:
 Property Address: 2804 New Lake Road, West Frankfort IL 62896

DATED October 2, 1998.

Danny Shelton (SEAL) **DANNY L. SHELTON**

Linda Shelton (SEAL) **LINDA S. SHELTON**

FRANKLIN CO. NO. 028
 054320
 P.B. 10780

STATE OF ILLINOIS
 REAL ESTATE TRANSFER TAX
 OCT-2'98 DEPT. OF REVENUE 202.00

PAGE 1 OF 2

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Document Group: 01 - DEED INSTRUMENT Unverify Close Scan Image Delete Image

Overview Detail Grantor Grantee Delivered To Tax Bill Parcel Legal **Fees** Reference

Document Fees

Type	Description	Calc Method	Fee Amount
001	STATE OF ILLINOIS	Net	\$135.00
002	COUNTY FEE	Net	\$67.50
003	AUTOMATION FEE	Document	\$3.00
050	RECORDING FEE 1-4 PGS	1-4 Pages	\$12.00
Total Fee			\$217.50

Consideration

Full Actual Consideration: \$135,000.00

Personal Property: \$0.00

Net Consideration: **\$135,000.00**

Other Real Property: \$0.00

Mortgage Property: \$0.00

Net Taxable Consideration: \$135,000.00

Receipt Information

Reload Fees Recalc Fees Add Fee Delete Fee

**Ex.
S****Full Version: [Save3abn Website Uses Blackmail Tactics](#)**[Help](#) - [Search](#) - [Members](#) - [Calendar](#)[BlackSDA](#) > [General Fellowship](#) > [3ABN](#)Pages: [1](#), [2](#), [3](#), [4](#), [5](#), [6](#)**Lee**

Feb 22 2007, 07:41 PM

Save3abn website has made some interesting threats towards 3ABN that constitute blackmail. Here is what is on their site below:

Leonard Westphal Said That and Got Away with It?

Where This Article Went

Everything is still here, but is no longer visible to web browsers.

We have covered elsewhere how various ones affected by the various scandals and allegations swirling around Danny Shelton and 3ABN have had concerns that they might reap retribution if they do not remain silent regarding what has happened. The sources for our story here have similar concerns, and have asked that we pull this story until a later time. We have decided to honor their request.

It should be pointed out, though, that if everyone remains silent, no reforms will be made, and the same abuses and corruption will continue. That scenario is not an option.

What is particularly relevant regarding this story is that we see here a repetition of a familiar pattern:

Definite concerns and perceived wrongs are pointed out.

An investigation is done improperly or not at all.

The wrongdoers get rewarded, while the concerned get punished.

We trust that the particular situation we addressed in this story will be properly resolved in a professional, Christian manner. If that does not happen, then it will undoubtedly be released to the media once again

The "threat" is in the last two sentences. Unless 3ABN stops the lawsuits, they will take their information to the media. Last I heard, using Blackmail was against the law!

You may see it for yourself here:

<http://www.save3abn.com/leonard-westphal-hope-lebrun-1.htm>

Richard Sherwin

Feb 22 2007, 07:57 PM

And all the legal papers filed against save3abn telling them to stop or else is not blackmail? 🗨️

Gailon Arthur Joy
AUReporter

Lee,
Blackmail? If 3abn would be willing to clean their house and take care of the victims their cover up and denial has left in its wake there would be no need for save3abn or this particular forum.

Lee

Feb 23 2007, 10:20 PM

Let me tell you what Mr. Joy is really saying here. Below is a repeat of what Mr. Joy said on his site:

We would also like to extend to them the offer that we will cease publishing additional material about the various allegations once an adequate plan is put into place to address the various issues in a thorough, impartial, meaningful, and Christian way, something we have been asking for for more than six months.

If you will read closely, you will see that this is carefully written to look like a generous offer. But instead it is saying IF you will handle this in a "christian way" THEN we will not post any more material in a public way.

THAT is called BLACKMAIL!

What Mr. Joy is saying in regular language is: "Hey--call off your lawyers and we can settle this but if you don't, we will publish more." What a sad thing to offer because they HAD their chance with ASI but blew it. I'm afraid it doesn't look good for Pickle/Joy.

Oh, and much of what they publish is twisted or outright lies!


BTW, I knew this was late DrRe--but the principle of blackmail was still there.

Snoopy

Feb 23 2007, 10:37 PM

QUOTE(Lee @ Feb 23 2007, 10:20 PM) [snapback]180332[/snapback]

Let me tell you what Mr. Joy is really saying here.

...and do you receive an official salary for interpreteting for Mr. Joy??? Where were you when Ari Fleischer resigned??? As far as I have seen, Mr. Joy is quite articulate and makes his comments in English...don't need you to interpret... 

This is a "lo-fi" version of our main content. To view the full version with more information, formatting and images, please [click here](#).

Invision Power Board © 2001-2007 [Invision Power Services, Inc.](#)

EX0120

**Ex.
T**

Subject: Re: Land Transaction
From: "Walt Thompson" <walttmd@***>
Date: Fri, 20 Jul 2007 08:21:21 -0500
To: "Jodi James" <jodijames5@***>

Dear Jodi,

Your question regarding the lies is difficult to answer because there are now more than thirty serious accusations circulating that have no basis in fact.

Let me begin with Danny's divorce and remarriage. The truth is that Linda was definitely involved in an improper relationship with the doctor of Norway. The evidence we have, either by direct observation or by first person witness is wrong by any standard. Yet, she denies it and claims innocence, as does the doctor. Gaylon began his "search" based upon Linda's claim of innocence. None of his "findings" about 3abn are as described by him. 3ABN has done nothing illegal or immoral, contrary to his conclusions. Pickle has been relentless in his efforts to convince the public that 3abn was guilty of employing a child molester and putting the whole ministry and SDA church at risk thereby. This person has never been convicted of any wrongdoing, of any of the described types, and in fact was declared innocent of the only accusation that ever came to the attention of authorities. When I first heard of the accusations, and after doing appropriate evaluation, we sought legal counsel as to our responsibilities. That counsel has been turned to appear as if we had hired the attorney to cover wrongdoing. There are lies about financial mismanagement, tax evasion, etc. There is no basis for any of these. I could continue, but I think this gives you an idea of what has been happening. While it is one thing to fail to understand the facts, it is something entirely beyond my imagination how anyone can believe it is their responsibility to publish their accusations all around the world on the Internet, by e mail, by postal service, etc., as truth, and with words that cut and kill and destroy rather than attempt to heal. This is certainly not the way our Lord works.

Some have suggested that we should be more forgiving of those that do us harm. It is not that we are unwilling to forgive, but forgiveness is a two way street. God can only forgive those that "see" their fault and then express willingness to give it up and turn away. So it is with any true forgiveness.

I hope I have helped by these comments.

May God be with you and bless you.

Sincerely,

Walter Thompson MD

----- Original Message -----

From: [Jodi James](#)
To: [Walt Thompson](#)
Sent: Friday, July 20, 2007 7:17 AM
Subject: Re: Land Transaction

Dear Mr. Walter Thompson,

Later I will take more time to reread your answers and comments; then I may have more questions later. Right now before I get ready to leave the house I have to ask about something that caught my eye in your e-mail.

You mention those (I guess you mean Gaylon and Pickle - I heard they are the ones in the law

EX0121

12/27/2007 4:34 PM

suit) who are circulating lies on the internet. Could you tell me just some of the lies they are telling? That would be so helpful since I am only interesting in knowing the truth and I do not want to be led astray with rumors and lies.

Thank you for writing. I will ask you more about the petition later when I have more time. I need to feed the children right now.

Jodi

On 7/19/07, **Walt Thompson** <walttmd@***> wrote:

Dear Jodi,

Like I said, I expect the suit to be paid for from funds other than from donors, but rather than find out later that did not happen, I thought it better to be up front with you about other possibilities. Of course, if God is not leading in this, then I would agree with you 100% that donors ought not help to pay the price. If, on the other hand it is, they I would expect donors to do what ever necessary to advance His cause. Sense this is speculation at this point in time, I will not speak further regarding it.

God has commissioned this ministry to preach the "undiluted" Three Angels Message to the whole world, to counter the counterfeit, but He never asked that it be done with our hands tied behind our backs. God has all the resources in the universe at His disposal, and when He urges us to use them to accomplish His purposes, it seems to me wrong to ignore them. In fact, the plane has not been used by Danny for personal use. The plane was used to make it possible for he and the leadership staff to meet with believers all over the country and to do live programming that was often up-linked live. Because of the quality of programming thus obtained, 3abn has the reputation in the media industry as being as good as anything on television anywhere. It is because of this reputation that Dish Network is now carrying 3abn in its base packages, and why others are even now following suit, or considering do so. The lease has been canceled, but it is a great loss for the ministry, a loss that will be difficult to correct. We trust that God will find an even better way.

The bottom line is this, I believe. There is no question in my mind that God has called Danny to raise up this ministry in His name. Likewise, the leadership staff have been providentially brought together to accomplish His purposes. We the board members too believe God has called us for our role. We could certainly be doing something much different with our lives, our donations and our time if we believed otherwise. We receive no perks for what we do here - other than to have our names and families criticized and condemned in the name of our Savior. We fight on, not to defend a fake, but to uplift and glorify God. Our efforts have not gone unrewarded. Likewise, our donors have been inspired by the Spirit of God to be used as channels through which He might pour out His blessings. I for one cherish the opportunity to give my services (and my life as well if need be) to see His name exalted, the judgment message delivered to the world, and to see Jesus return in the clouds of glory to do away once and for all time the sin that has nigh destroyed this world. I do not see my contribution to God's cause as something I do to gain His favor, but as a great privilege to have a part in His work. I would urge you to seriously consider your own response to God and the opportunities He has offered to you. It may not be 3abn. That is OK. But, if it is, please do not lose the blessing He has to give to those who are faithful to Him.

Three ABN is made up on human beings, all of whom are in a mode of sanctifying, growing up in the image of Jesus. This is a process that occurs over time by the providential experiences of life among those who have committed their lives to Jesus. Our judgment calls may not always be the same as others, but I will say that they are from a heart committed to God - nor have any been illegal or immoral.

EX0122

12/27/2007 4:34 PM

Those circulating lies on the Internet and by other means may appear to hinder the work of this ministry, as it even now appears, but God still reigns in the heavens, and will bring good out of apparent evil. Through the ages, Satan has taken his martyrs. (These are the fortunate victims of his antics. Many more are they that have been caught in his trap and lost out on the blessings of this life and the life to come as his captives.) It is no different today except that for the most part his attacks have been on the character of his enemies. But we may all rest assured that it will soon be on their very lives, just as before.

God bless you and keep you. You will be in my prayers as I request for myself and this ministry.

Sincerely in Jesus' precious name,

Walter Thompson MD

----- Original Message -----

From: [Jodi James](#)

To: [Walt Thompson](#)

Sent: Thursday, July 19, 2007 8:07 AM

Subject: Re: Land Transaction

Dear Mr. Walter Thompson,

If I could I would like to ask a few more things. I am still not pleased with this law suit and I am concerned about all the donors who do not know you are using the donated funds to pay for it. They cannot object if they do not know. This does not seem fair.

Someone told me you have or had a fancy jet plane for Danny to use and donations were used to pay for that too. I never knew you had the jet plane so when I gave to your ministry I was ignorant of how you were spending the money. I do not approve of such spending for donated funds. All this concerns me along with the other things I mentioned.

J.J.

On 7/18/07, **Walt Thompson** <walttmd@***> wrote:

Dear Jodi,

Thank you for your e mail expressing your questions and concerns. We appreciate hearing from our viewers and donors, and being given an opportunity to respond.

The property transfer to which you refer was properly executed by an attorney who served on our board at the time, and who was employed by a NAD conference writing such documents. In brief, it was a situation where a donor made a gift to 3abn with a lifetime interest for herself and for Danny and Linda. In other words, the house was theirs to use as long as any of them should live. When Danny and Linda decided they wanted to build a house and build up equity toward the day when they could no longer work, they requested the opportunity to purchase their lifetime interest in the property as determined by legal statistical tables calculated to determine the worth of the property at the statistical time of their death.

It was not an easy decision to go to court against those who were saying and doing things that were, and continue to hurt God's work. The false accusations and rumors created by their activity has had a serious negative impact upon this ministry, and we would be negligent of our responsibilities to

EX0123

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ignore them and let this ministry go down without a fight. I think often of ancient Israel when coming under attack by enemies, either from within (the prophets of Baal and Elijah) or without (Gideon) as examples. The Apostle Paul himself, who spoke against suing a brother, was forced to seek help from outside the fold when the Jews (apparently including some who had accepted the gospel) in Jerusalem sought to kill him for his teachings.

It is our desire and expectation that God will provide funds for the law suit from other sources than from our regular donors. Whether or not that will occur is in His hands. Since this suit is filed only for serving the Gospel commission, I suspect most viewers will be comfortable supporting it once they see the benefit to the cause of God. Certainly, we would honor the wishes of any donor who specified they did not want it to go for such a cause.

As to your question regarding our response to a petition from donors, let me say this. God does not change. If He was instructing us to seek truth through the courts, as this board believes, then we would not expect Him to change His mind and tell us to drop it. Now, if God did not lead us when we sincerely sought his guidance regarding the issue, then we are in a bad way indeed. My suggestion would be for "enough people" to seek the Lord in earnest fasting and prayer for 3abn. If then, we have been misled, He is able to correct our mistake or to eliminate us from our responsibilities. I believe this is the proper way to deal with questions such as this. Our God does hear and answer the prayers of the faithful - and I want to be where the Lord wants me to be, whether at 3abn or elsewhere!

You mention that "many things" have caused you to lose faith in those of us at 3abn. Nor are you alone in this. Fortunately, I live with a clear conscience, knowing that we have dealt with the challenges facing 3abn with earnest prayer seeking His guidance in everything we have done. I do not like the fact that people have been hurt, but neither do I like the harm that has been wrought to this ministry, and to the multitudes who would not be able to hear the gospel if our enemies had their way with the many false accusations and rumors. We know that 3abn and its leadership are innocent of any illegal or immoral activity. And this is just the reason for the law suit - to unveil the truth and make it known to the interested public. This is our goal. Some have accused us of cover up for requesting the court to limit that public discussion that might interfere with the ability of the court to do its work. Such is not the case, but only that the court may be able to proceed without interference by those who would like to prevent its work.

I hope this is helpful to you. Please feel free to respond if I haven't answered your questions.

Sincerely in Jesus' precious name,

Walter Thompson
Chairman, 3abn board

----- Original Message -----

From: [Jodi James](#)
To: waltmd@wi.rr.com
Sent: Tuesday, July 17, 2007 2:32 PM
Subject: Land Transaction

Dear Mr. Walter Thompson,

I heard you are the head of management at 3 ABN. There is talk going around about things

EX0124

12/27/2007 4:34 PM

Tabulation of 1) Posts in Forums Critical of Danny Shelton at Three Different Websites & 2) Posts Relating to Criticism of Danny Shelton in Other Forums on Two of Those Three Websites

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04
ClubAdventist.com	0	0	0	0	0	0	369	415	312	270	179	56
CA Other	0	0	0	0	0	0	3	2	1	94	75	1
Maritime	0	0	0	0	0	0	10	6	0	0	0	0
BlackSDA	0	0	0	0	0	53	71	332	33	10	13	0
BlackSDA Other	0	0	0	0	0	2	0	10	14	28	0	0
Totals	0	0	0	0	0	55	453	765	360	402	267	57

	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05
ClubAdventist.com	27	23	83	29	54	26	40	22	76	3	267	36
CA Other	0	3	0	0	1	0	0	0	2	6	9	0
Maritime	0	0	0	0	0	1	0	0	5	1	0	0
BlackSDA	0	0	0	0	0	0	0	0	0	0	0	0
BlackSDA Other	0	0	3	2	3	0	0	0	0	1	0	0
Totals	27	26	86	31	58	27	40	22	83	11	276	36

	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06
ClubAdventist.com	14	105	305	269	126	21	145	41	0	0	0	0
CA Other	0	1	8	21	4	19	3	7	0	0	0	0
Maritime	0	0	27	16	10	1	490	673	428	303	620	489
BlackSDA	0	0	155	700	1004	447	1148	1607	1230	568	323	946
BlackSDA Other	0	0	41	18	118	0	0	0	0	0	0	0
Totals	14	106	536	1024	1262	488	1786	2328	1658	871	943	1435

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07
ClubAdventist.com	0	0	0	0	0	0	0	0	0	0
CA Other	0	0	3	98	0	0	0	0	0	0
Maritime	416	301	185	240	153	111	231	427	61	22
BlackSDA	2497	3435	2714	1475	1692	1409	1035	2058	1664	952
BlackSDA Other	0	0	0	0	0	0	0	0	0	0
Totals	2913	3736	2902	1813	1845	1520	1266	2485	1725	974

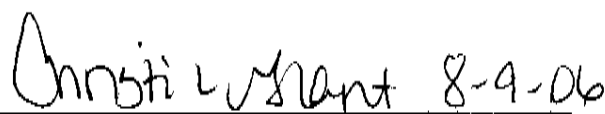
Ex. M

July 7, 2006

This is a formal statement which is long overdue. I did not disclose this information when the events occurred because I did not want to hurt my mother, I did not want to cause trouble with 3ABN and I was too embarrassed to talk about it. Now that some time has passed and circumstances have changed, I feel the need to share this information. I want to spare others from being exposed to the same treatment that I have experienced.

- 1) The repeated inappropriate actions from my ex-stepfather, Danny Shelton, occurred in the summer of the year 2000.
- 2) I had been away at school for some years. I was happy to be returning home to attend a local university.
- 3) My mother always went to bed rather early. Her bedroom was upstairs and my bedroom was downstairs. Danny started coming into my room, getting into my bed and rubbing my back. He seemed to "accidentally" get too low. I told him I did not want a back rub. He ignored me. This happened repeatedly.
- 4) I began locking my bedroom door every night. Sometimes he would come to the door and knock again and again. I did not answer. He then repeatedly unlocked my bedroom door and came into my room. He would then get into my bed. I was not comfortable with this but I was so tired I still fell asleep. I awoke sometimes with his hands in inappropriate places. He would say "Oh, I'm sorry. I thought it was your Mom." He told me not to tell my Mom. I told him to stay out of my room. He still came. I started sleeping on the living room couch so that he could not lie beside me.
- 5) I felt threatened and very uncomfortable with these things, so I made arrangements to move out.


Alyssa Moore


Notary Public



EX0126

Ex. N

To: Directors, Three Angels Broadcasting Network, Inc. Walter Thompson, Carmellita Troy, Pastor Denslow, Elssworth McKee, Millie Steenson,
From: Gailon Arthur Joy
Re: Tommy Shelton Hx and removal.
Date: Dec 6, 2006

Some of you may have been following closely the saga of revelations relating to issues perceived and defined regarding the administration of Danny Shelton at 3ABN.

Probably none is as descriptive of the malfeasance and mismanagement and failure of oversight as the issue of Tommy Shelton.

During the early 1980s Tommy was serving as pastor at the Ezra Church of God, West Frankfort, Illinois. Several young men made specific allegations regarding sexual molestations of a minor from the Church School at Ezra by the Administrative Pastor, Tommy Shelton. There was substantial debate amongst the parishioners regarding the support of Tommy versus submitting to the discipline of the Illinois General Assemblies of Church of God.

Tommy Shelton and the Ezra Church of God refused to submit to church discipline after Tommy admitted to the molestation of minors and conducting a homosexual lifestyle.

In 1985 Tommy was relieved of his license and credentials. The Ezra Church of God subsequently separated from the General Assemblies and became a congregational church. Tommy left for approximately a year to assist in the development of a church school in Marion, Ky. Tommy returned to serve as pastor for an additional two years and during this period there were additional allegations of child molestation against Tommy Shelton by young men of the church school of Ezra Church of God. Tommy became ill and left the pastorate of Ezra COG.

Tommy Shelton was given carpentry work. At some point Tommy was made the production manager at 3ABN. In late 1991 Melody Shelton Mundall and Derrell Mundall gave several pages of written statements to Illinois Conference President BJ Christiansen.

The statement resulted in a board meeting and the board decided that Tommy Shelton could not work at 3ABN. Tommy was severed from the payroll and was given contract work promoting 3ABN with cable companies until he took a media consulting position and assistant pastor for media ministries with Dunn Loring Church of God, Dunn Loring, Va. In 1993. In 1995 the Senior Pastor left for mission service and Tommy became the senior pastor. During his pastorate 3ABN reportedly contributed a bus to the Dunn Loring COG and was not approved by the board of directors.

In 1999 3ABN issued a \$10,000 check to Tommy Shelton in Dunn Loring, Va. This was done without the approval of the board. However, in late 2000 Tommy's own family confronted Tommy regarding concerns related to his adopted son and at least one other minor male child. Danny Shelton declared he had forewarned of this and stated I told you so, he's done it again. Tommy suffered a nervous breakdown and went on leave and finally resigned his pastorate in the spring of 2001. He moved his family to Marion, Ky.

Danny Shelton hired Tommy to manage and organize the Tapes and Masters Archives mid 2001 without asking the board of directors and over the objection of Linda Shelton.

EX0127

5/13/2008 11:40 AM

In May of 2003 the Chairman received a Letter by Certified mail from a Pastor Dryden of the Ezra Church of God warning them that there were new allegations regarding sexual misconduct commonly referred to as the Dryden Letter. The Chairman brought the letter to the attention of the entire board in June, 2003. Danny is reported to have misled the board and clearly stated the conduct was thirty years old and was over when he knew there were fresh allegations in West Frankfort, Ill as well as in Dunn Loring, Va. Bill Hulseby declared that this was all in the past and they could move on and a letter was sent back to Pastor Dryden telling him simply that the matter was taken up by the board and dealt with when in fact the board simply brushed it aside without investigation or exploration.

Tommy continued in this position until mid 2004. After Linda Shelton was terminated by the Chairman, Tommy was given Linda Sheltons Office and her job, again without the approval of the board. Tommy also began playing the piano for Kids time and other childrens programming.

In 2006 a young man came forward and admitted to the senior pastor and the Chairman of the board of trustees of the Dunn Loring COG that he had been molested by Pastor Tommy Shelton and needed counseling and other assistance. The church made contact with their insurance carrier. Two other males have come forward and stated they were solicited by Pastor Tommy Shelton. Another young man that was admittedly very familiar to Pastor Tommy Shelton is leading an openly gay lifestyle.

I have attached a copy of a communique that identifies specific contradictions between the Chairman and the CEO, Danny Shelton with hyperlinks to supporting documentation.

It is imperative that the board needs to meet immediately and determine if Tommy Shelton should be terminated from 3ABN; To determine if Danny Shelton has been sufficiently insubordinate and has deliberately mis-informed the board such as to require the resignation of Danny Shelton as president and CEO of 3ABN.

The board should be able to resolve these issues within a period of 72 hours, thereafter we shall assume that the matter shall be reserved to the 'stock-holders in the pews' for their individual interpretation and determination.

Below is a far more succinct description of the seriousness of the matter at hand and the need to resolve the same.

Gailon Arthur Joy
AURporter

Greetings Deb, Ron, and Harold.

I believe I have a responsibility to pass on to you my recent correspondence with Danny, which he, not I, initiated on Thanksgiving Day, so you can assess the situation for yourselves. It is possible that you are already aware of the situation, but just in case you are not, I will forward separately the five communications we have had since last Wednesday to you.

You can read all the correspondence online, as well as supporting documents, in three threads:

EX0128

5/13/2008 11:40 AM

[Correspondence leading up to Dr. Thompson's admission of apparently being misled.](#)

[The Glenn Dryden and related Documents](#)

[At Walt Thompson's suggestion, letters to Danny Shelton seeking verification of Walt's statements](#)

I will be less equivocal than how I have stated things online and in my correspondence with Danny: What we basically have here is Walt in essence admitting that Danny intentionally lied to him in 2003 regarding the serious nature, wide extent, and recent timing of the Tommy Shelton child molestation allegations. We aren't talking about a small discrepancy. We are talking about obvious, extensive fabrications about a very serious problem that has potentially compromised the financial security of the Illinois Conference.

And the fact that Danny ceased to immediately respond, like he usually does, to my courteous, kind, but thorough emails, except with one lame exception, indicates that he knows he is in real trouble, with no way out. And Danny's online apologists who counter the "rumors" on the forums have totally disappeared.

We obtained permission from one of Tommy's alleged victims, Roger Clem, to post his 2004 letter to Tommy, a letter sent a year or so after he went public in his church and community there in West Frankfort, a letter in which he, as well as venting his anger on Tommy for abuse that occurred or began in 1988, implicates Danny and a 3ABN attorney in pressuring people into silence. A letter from that 3ABN attorney doing that very thing is also posted.

We also have a statement from the pastor of the Church of God congregation in Virginia where Tommy used to pastor from 1995 to about 2000, saying that there are three incidents of sexual misconduct there, one involving a male who was a minor at the time.

Contrast this with Walt's statements that Danny told him in 2003 that the allegations were 30 years old, and that Walt was led to believe that Pastor Glenn Dryden is the only one who has accounts of these allegations. There is absolutely no way that Danny in that little community would not know that Roger Clem had come forward publicly in 2003 at a time prior to when he was told by Danny that the allegations were 30 years old. And I am mentioning only a few of the discrepancies.

So we have an alleged pedophile who has been accused of molesting boys and propositioning adults for maybe 22-30 years, depending on whether Walt's 30-year figure was an exaggeration on the high side or not. That individual was hired by 3ABN with at least the president and probably others knowing full well about these allegations, and when it was brought to Walt's attention in May 2003 by Pastor Dryden, Walt relied on Danny's word and, according to his written statement to me, never contacted, as he was invited to do by Pastor Dryden, any of the six alleged victims, their families, and the two associations that had ordained Tommy and then later revoked his credentials.

I am not an attorney, but my hunch is that all that constitutes gross negligence, and the fact that Tommy apparently has ready access to kids at 3ABN, that the IL Conf. has or is moving part of their academy operations to Thompsonville, and that Tommy has already been employed at 3ABN for more than five years makes for a potentially disastrous situation.

EX0129

5/13/2008 11:40 AM

Over the last four months, an informal and unofficial network of active and retired pastors and administrators, as well as some laymen, has formed, and the whole situation has been pondered. The consensus has been, as I understand it, that these recent developments since Thanksgiving cannot be covered up and must be gotten out. Mind you, these are folks that are of a conservative bent, from what I understand, folks that appreciate supporting ministries. I certainly do, having worked at three, and I appreciate ASI. This is not an effort by liberals to discredit a supporting ministry.

We all need the wisdom of God to know what to do. Is there anything we can do to save the ministry of 3ABN? I surely hope so. Do you have any ideas?

I sent a pastoral note to Danny tonight of a very different flavor. If he would only be willing to step aside after implementing some basic changes that would institute some checks and balances, that would be ideal. But whatever is done, it is of the utmost importance that it be done quickly and immediately, for my understanding is that there are other issues in the wings that could have an equally detrimental impact on the ministry of 3ABN as well as the reputation of Seventh-day Adventism.

Please keep me abreast of developments on your end, if that is appropriate, so that I can better make wise decisions of what to do or not do.

God bless you all at this extremely difficult and troubling time.

Bob

Ex. O

Subject: FROM PASTOR DRYDEN
From: "Glenn Dryden"
Date: Sun, 3 Dec 2006 21:03:14 -0500
To: Bob

Statement of Pastor Glenn Dryden

Three instances of misconduct on the part of Tommy Shelton while he served as pastor at the Community Church of God, Dunn Loring, Virginia, have been reported to me in the brief time I have served as pastor of this congregation.

The most egregious of these instances involved a male who was a minor at the time.

EX0131

5/13/2008 11:41 AM

Ex. P

January 5, 2007

***** Board of
Community Church of God
2458 Gallows Road
Dunn Loring, VA 22027

Dear *****:

Please be advised that I am one of the attorneys representing Tommy Shelton and Three Angels Broadcasting Network, Inc. The purpose of this letter is to: 1) advise the board of actions of its pastor Glenn Dryden; 2) to place the board and each individual member on notice that the actions of your pastor will not be tolerated any further; and 3) to inform the board and its individual members that all will be named as defendants in a lawsuit should the actions of your pastor continue.

I am aware of the slander and libel that your pastor is engaged in and of his efforts to encourage others in attacking Tommy, Danny, and 3ABN. Such actions are far beneath the level of Christian behavior and are legally libelous. Your pastor has used the internet to spread scandalous allegations against my clients in an attempt to harm them personally and to affect the on-going ministry of 3ABN. My clients have exercised great restraint up to this moment as others so defamed would have already sought legal redress of the situation.

Their patience is gone. Though they do not relish the thought of filing a lawsuit against the church, your pastor and all the members of the Board of Directors individually, that will be the next step. They have had enough.

Let me be perfectly clear about this. You and the rest of the board are the leaders of your church and in my legal opinion have been placed in legal jeopardy by the actions of your pastor and your willful consent thereto. Many of his libelous writings have been posted on the internet for all the world to read. Therefore, consider this a demand that you discuss the situation with your pastor and direct him to immediately cease all actions directed toward my clients. Should that not happen, the only remaining recourse for my clients is to file a lawsuit. As you know, lawsuits are costly both financially and emotionally for those individuals involved. The status quo, namely continued efforts by your pastor to undermine and defame my clients with the board members having full knowledge of his actions, will not be tolerated. It is time for the board to realize the jeopardy that exists and to direct the pastor to cease; otherwise the church and individual board members will be ensnared by the tentacles of the lawsuit.

Very truly yours,

D. Michael Riva

EX0132

5/13/2008 11:53 AM

DMR:pys
Wp\ltr\abn10507

P.S. Should you need copies of the various e-mails, please let me know and I will send them to you.

EX0133

5/13/2008 11:53 AM

Ex. Q

Law Offices
SIEGEL, BRILL, GREUPNER, DUFFY & FOSTER, P.A.
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ANTHONY J. GLEEKEL
SHERRI L. ROHLF
JORDAN M. LEWIS*
BRIAN E. WEISBERG
STEVEN J. WEINTRAUT
M. GREGORY SIMPSON
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MICHAEL J. VIOLA
JERRIE M. HAYES
MARK THIEROFF
KRISTIN L. KINGSBURY

Writer's E-Mail Address: GerryDuffy@sbgdf.com

Writer's Voicemail Number: (612) 337-6106

January 30, 2007

Gailon Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

VIA E-MAIL - Gabbjoy@comcast.net
and CERTIFIED / RETURN RECEIPT U.S. MAIL

and

Gailon Arthur Joy
24 Clinton Road
Sterling, MA 01564

CERTIFIED / RETURN RECEIPT U.S. MAIL

NOTICE: This letter constitutes a confidential legal communication, which is not for publication. The contents of this communication are subject to common law copyright and may not be reproduced, in whole or in part, in any form or media, without the express, written permission of the author.

Gailon Arthur Joy:

This law firm represents Mr. Danny Shelton and the Three Angels Broadcasting Network, Inc. ("3ABN"), which has informed us that you are involved in the use and exploitation of 3ABN's trademarked, copyrighted name in your website, "www.save3abn.com." Use of 3ABN's name without our client's license or other authorization to do so constitutes an illegal misappropriation of the same, in violation of state and federal copyright and trademark laws. Additionally, use of the phrase "3ABN" in your domain name is likely to cause confusion among the public as to the source,

EX0134

January 29, 2007

Page 2

sponsorship or affiliation of your website, resulting in dilution of 3ABN's trademark, which is a separate and additional violation of federal law.

It has also come to our attention that you have inappropriately copied and posted a lengthy excerpt from a 3ABN broadcast on the website referred to above. This action constitutes a violation of 3ABN's exclusive copyright on all audio and video productions created by the Network and on all television transmissions of the same, and is a blatant violation of federal law. Moreover, the presence of this excerpted broadcast serves to heighten the likelihood that the public will be confused into believing that your website is somehow sponsored by or affiliated with 3ABN, which only furthers 3ABN's claim of trademark dilution.

Finally, we have been informed that you have maliciously published outrageous, highly damaging and defamatory statements about both Danny Shelton and 3ABN on this same website. These despicable statements include, but are not limited to:

- 3ABN, through its board chairman has "admitted in writing that Danny [Shelton] had been involved in a cover up" of criminal conduct
- Danny Shelton knowingly lied regarding a feud between Tommy Shelton and Glenn Dryden
- 3ABN directed an attorney to use "intimidation tactics to cover up allegations of child molestation"
- Danny Shelton attempted to cover up and silence child molestation allegations
- Danny Shelton "abuses his power" and "steam roll[s] over alleged victims of his brother Tommy's sexual misconduct."

(hereinafter the "Statements").

The obvious meaning of these horrendous falsehoods is that Danny Shelton and 3ABN participated in an orchestrated effort to cover up alleged criminal conduct. The actions you falsely attribute to our clients would be a crime and, as I am sure you are aware, false accusations of criminal conduct constitute defamation *per se* by you.

Therefore, on behalf of Three Angels Broadcasting Network and Mr. Danny Shelton, we hereby demand that you immediately cease and desist from the use of the domain name "save3ABN.com" and that you voluntarily surrender and transfer registration of the domain to 3ABN. You are also informed and hereby notified that you are not authorized to use and are, in fact, expressly prohibited from using, Three Angel Broadcasting Network's name, or its trademarked nominer "3ABN" in any future website domain name or URL.

We hereby also demand that you immediately remove, from any and all websites to which you have author access, including "www.save3abn.com," any recorded excerpts of any 3ABN broadcasts.

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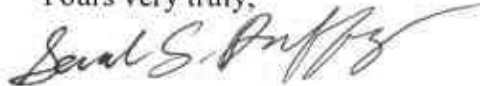
We also hereby demand that you immediately cease and desist from the publication of false statements concerning Danny Shelton and 3ABN and that you immediately remove such statements from the "www.save3abn.com" website. In the event that you receive any inquiries from any person or entity about the Statements, we demand you notify the inquiring party that you have been put on notice by Danny Shelton and 3ABN that the statements are false and defamatory.

While 3ABN is in no manner whatsoever beholden to explain itself to you, we proudly withstand the ongoing judgment of God and the continuing examination by our supporters and viewers. As evidenced both by the continued paths of ministry that God has opened at our feet and by the unwavering financial support and testimonials we receive from our supporters and viewers, we believe our ministry has more than satisfied the surveillance of both. Though it is a private enterprise, 3ABN has, for over 22 years, proudly engaged itself as a thoroughly transparent ministry, both in its message and administration. 3ABN has always invited the theological, operational, and financial scrutiny of its loyal and generous supporters and viewers. Unless constrained by legal obligations otherwise, 3ABN has provided financial and administrative information to inquiring parties and has opened its doors and offered access to independent auditors and investigative reporters. More than ever, we stand behind the legal propriety, moral correctness, intellectual honesty, financial soundness, and operational appropriateness of each and every business decision 3ABN has ever made.

As part of its commitment to passionately and effectively spread the Gospel and Good News of the Lord, 3ABN has always welcomed honest feedback, constructive criticism, and suggestions for improvement of the ministry. But its Christian commitment to the Truth will not allow 3ABN to tolerate factually unfounded allegations of impropriety, baseless and prurient gossip, inflammatory innuendo, and unjustified attacks on the organization. 3ABN does not approach such assaults as an objective effort to unmask "truth," but as the divisive and destructive work of the Enemy designed to hinder and frustrate God's work. 3ABN will not quietly resign itself to any effort to obstruct God's message.

Your reckless, willful and malicious activity must cease immediately; you proceed at your own peril. Moreover, your compliance with the demands contained in this letter does not constitute a waiver, relinquishment or abandonment of any right to remedy or enforcement, either legal or equitable, to which our clients are otherwise entitled.

Yours very truly,



Gerald S. Duffy

/jmw

EX0136

Ex. R**Subject:** Letter from Tommy Shelton to CCOG, Dunn Loring, VA**From:** No One You Know**Date:** Sat, 17 Feb 2007 17:47:14 -0800 (PST)**To:**

An Open Letter

To the many I have loved through the years. I am sending you this letter in response to an open letter that was sent to many, if not all, of you from Pastor Glenn Dryden. This letter is not meant as revenge, but so that you might be informed of the other side of the story.

From my first hearing of allegations against me at the Community Church of God I determined to say as little as possible in order to keep as much harmony among the congregation as possible. In the very beginning, I determined not to even express my guilt or innocence fearing people may tend to choose sides and be divided. I wanted to go through proper channels and wait to see how it would all be handled. I should mention that I was not contacted by the church to let me know that allegations had been made against me. In fact, for those who don't know, I first found out about allegations from someone who had seen it posted on the internet with Glenn Dryden's name signed to it. Upon checking into it, I found that the allegations against me had been put on the internet for the world to see at least two weeks before the church body was even informed. Not only were allegations from the Community Church of God posted, but postings of letters, accusations and copies of personal documents going back more than 20 years - all signed by Pastor Glenn Dryden.

Realizing that this issue had become public over the internet and then taken before the church, without my knowing it, I decided to write to the board expressing my position. A number of other lay people and pastors also began writing to the board expressing their disagreement, if not outrage, that a pastor would handle this situation in such an unbiblical way. To my knowledge these letters, mine or others, have not been read to the congregation or even at the meeting of the church staff.

Since no one has contacted me to advise, inform or let us know what the purpose is of the meetings which are being held, and since there have been more postings on the internet, as recent as January 16, and since Pastor Glenn Dryden has written an open letter to the congregation (and sent it to some outside the church as well) I find it necessary to write an open letter myself. I would in no way have been the first to write an open letter, but his actions have now compelled me to give another side.

My letter will basically be an answer to his "rationale" for handling this situation as he has. It is lengthy but I beg a few minutes of your time to hear the other side of the story.

I will begin with the opening paragraph of his cover sheet where he admits to "cooperating with certain Seventh Day Adventist **"ecclesiastical investigators"** who were looking into Tommy Shelton's conduct while he pastored in Illinois as well as presently in his employment at the 3ABN Seventh Day Adventist television ministry in Illinois."

These men are **not** "ecclesiastical investigators" for the Seventh Day Adventist. They hold no official position, and have no authority in the Seventh Day Adventist Church to investigate anything or anybody. By next week I will have

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in hand an official statement from the Illinois Conference President of SDA, stating that these men do not work for the Seventh-Day-Adventist church and were not authorized to investigate anyone. Gailon Joy, one of the "self appointed investigators" was convicted of embezzlement in the 80's. Although one may get the impression after talking with him that he is a lawyer, he is not. His conviction was appealed 3 times but the conviction remained. We have evidence of his unscrupulous dealings in recent months and years and you will also hear in the near future that he is being held accountable for his slander in a court of law.

The web site that your pastor was cooperating with is a garbage dump whose purpose is to destroy my brother and Three Angels broadcasting Network. This is how I got into the mix. In endeavoring to bring down my brother, his ex-wife gathered a group together to bring down all Board Members and Executives of the network.

The mentality of many of those who actively post on the web sites that Pastor Dryden gave information to can be seen in a few excerpts taken from the sites.

(highlights are mine)

"Unless Danny can prove otherwise that he did not kill his first wife we should probably believe that Fran and Johann are correct that Danny is a murderer. They have also said that he is a child molester, adulterer, liar, thief, conman, burglar, vandal, and almost every other crime in the book. Almost like Hitler, except Hitler did it a lot more times. **If Danny has not done all this then obviously blacksda and the people who have provided this information can later apologize.** (same posting) The fact that they **actually witnessed these things**, including murder attempts, with physicality adds another dimension for those who are weaker who **require both faith and sight. But those who are pure can go based on faith that Danny did these things alone** based on the word of testimony and **without the need** for worldly evidence."

Danny's first wife was killed in a car accident. She was hit head on by an oncoming car. Any suggestion of ANYTHING else is a black lie. Notice the mentality – If Danny has not done all of thiscan later apologize. In other words, put it out there, do the damage and apologize later if it is not true. Notice the scary statement – but those who are "pure" can go based on "**faith**" that **Danny did these things**. This is typical of the numerous postings on the sight. Many things we have viewed on the site do not even have an element of truth.

For example, Gailon Joy posted an article that stated that 3ABN gave me a check for \$10,000 to get me out of a child molestation case while I lived in Manassas, VA. No check was produced (because it doesn't exist) and I challenge anyone to check every county in Virginia and see if such a case ever existed.

These are the kinds of people that Pastor Dryden has been comfortable "cooperating with." Following is an excerpt from one of his conversations posted on the internet. I quote:

(highlights are mine)

"I am sure we share similar emotions regarding this matter. Perhaps an argument may be made for the criticism you have received regarding the e-mail postings, but I should tell you that they have **served to make me comfortable communicating with both you and Mr. Joy and if they serve to put pressure on Danny and Tommy, you may carry the criticism as a badge of commendation.**"

How sad that he would welcome pressure be put on my brother. He knows absolutely nothing about my brother's situation except what he has been told by the "self appointed investigators" The truth is, no statement against my brother, or 3ABN, has been made by the General Conference of the Seventh Day Adventist Church or by any of it's top leadership. To the contrary, ASI, one of the most prestigious organizations in the Adventist denomination just came out with a statement in support of Danny and 3ABN - and in the same statement revealed much about Gailon Joy.

unbeliever” (Contemporary English Version), a “sexually immoral” person (I Corinthians 5).” (his underlining)

“Indeed Tommy Shelton **is** a sexually immoral individual such as the one the Apostle Paul spoke of in I Corinthians 5 and, like that man, is worthy of expulsion from fellowship with the church of God.”

How can a man who has not seen or talked to me in over 6 years say that Tommy Shelton “IS” a sexually immoral individual? For argument sake let’s say that every charge against me is true, how can he know that in the last 6 years I have not repented? The CCOG board has numbers of letters from people at 3ABN who worked with me every day who have testified to my Christian experience and walk with the Lord over these last many years. There has not been one rumor of any kind – sexual immorality, dishonesty, deceit or any other of the sins Glenn accuses me of. How can any man of God say with certainty that I “am” a sexually immoral person. I repeat, if it were all true – do we not believe in repentance and forgiveness? For six years no one has questioned my Christian experience and actually for the six years prior, when I was with you all, you didn’t question it either.

In fact, the vast majority of you sensed the presence of the Holy Spirit in our services, you told me that you learned and were drawn closer to God through our ministry there. I’m not saying that I wasn’t human – not saying that I didn’t have issues that I struggled with – not saying that I didn’t make mistakes – or never miscommunicated something etc. but I was not a sexually immoral person. Check back to what you felt in your own spirit while we were there. Glenn’s statement in this regard is judging and the Bible condemns it. This statement will also make him liable in a court of law as he cannot say I “am” a sexually immoral person without present proof.

O.K., so where do we go from here? Pastor Dryden says since I am a sexually immoral person like Paul talked about in I Cor. 5, I should be expelled from the Church of God.

Does he not realize that already happened 1987 – expelled from the Anderson movement. Then, fellowship was broken with the independent Church of God when I returned my credentials in 2001. Now if that is not enough expulsion, my ministry, name and character was assassinated on the internet by the hand of one man, Glenn Dryden.

In addition to my ruination in the Church of God, I have also been ruined in the Seventh-Day-Adventist Church (world wide, as I ministered in music around the world). Not only is my music ministry ruined among the Adventist, but my two daughter’s ministry is ruined as well.

I can never preach, teach, sing or play in the Church of God or Adventist church again at this point.

In addition, because of the pressure (that your pastor hoped for, **by his own admission**) from the scandalizing on the internet, it was necessary for me to leave my job because of the stress to my heart due to constant high blood pressure. So on top of all of the other expulsions I am expelled from my job, and not able to draw social security until April. If all of this is not **expulsion**, I don’t know what is. But he must want something more for he continues to seek “new evidence” even as late as last week. Although he has stated in 2001 everything “seemed to drop into my lap” he continues seeking. For what purpose??? I AM ALREADY EXPULSED!

As I see it, The Church at Dunn Loring has only one biblical avenue to pursue. The church cannot bring reconciliation between my accusers and me. That can only be accomplished between them and me, and both parties have to want it.

If the Church wants to be the Church, the avenue it must take is to continue beyond

1 Corinthians 5, **to it’s completion** in II Corinthians, chapter 2. In I Corinthians 5, your Pastor has already pointed out that the incestuous (sexually immoral) person should be expelled or as the Amplified Bible calls it, censured. That has already happened.

What the Pastor has failed to point out is that Paul does not leave the sexually immoral person expelled. He tells the church what their responsibility is to that person, and his instructions are clear and found in II Corinthians 2:6-8. Clark’s commentary tie the two passages together beautifully and I give the passage from the Amplified Bible because it so understandable.

Verse 6 – For such a one this censure by the majority (which he has received is) sufficient (punishment). 7. So (instead of further rebuke, now) you should rather turn and (graciously) forgive and comfort and encourage (him), to keep him from being overwhelmed by excessive sorrow and despair. 8. I therefore beg you to reinstate him in your affections and assure him of your love for him; Verse 11 says, “To keep Satan from getting the advantage over us

There you have the Bible path at this point. Glenn says I should be rebuked before all – I have been (before the whole world) – he says I should be treated as an unbeliever – I have been, by him - he says I should be expelled – I have been and much, much more. The only biblical avenue for the church to take is, II Corinthians 2:6-8, and that is where it must end – now – not months down the road as Pastor Dryden suggested in his letter.

Just as Glenn Dryden gave a list of action items for me which included registering as a sex offender and making apologies to Ezra and Dunn Loring etc. I would suggest that there should be some apologies on his part. He should start with my wife and children for the “unnecessary” hurt by his actions on the internet. It would have been painful enough for them had it been handled within the church, but the internet was cruel and unreasonable punishment for them. And it is not over for my family either. An Adventist magazine with thousands of subscribers is planning, and may already have, published an article about me in the coming issue – it’s source of information – Gailon Joy – Gailon’s source, Glenn Dryden. My family has yet to face that humiliation.

He should apologize to the Seventh-day-Adventist church for the confusion and disharmony it has created in its congregations, and to the Churches of God where he has sent letters that have set people against people. This is not to say that if he were convicted by God to handle this issue that he should not have gotten involved. It is to say that there was a Bible way – the internet was not the Bible way – letters to people of other denominations was not the Bible way – calling people on the phone looking for accusations was not the Bible way. Had the Bible way been followed who knows what God might have done. As it is, the brokenness and hurt which has now reached around the world will never all be mended.

One last thought, let’s say I’m innocent, or I am forgiven.....at whose hand will the blood of those souls that may have been saved under my continued ministry, be required? I would fear to be the one who shut down the ministry of one whose fruit in the past 20 years show he was used of God in some measure whether great or small.

I love all of you at the Community Church of God. You know that.... I was with you six years. My family’s and my life are richer and fuller because of our time with you. I am so sorry for all of the pain that this has caused.

Our prayer is that each of you will decide in your heart to follow II Corinthians 2.

Don’t wrestle with guilty or innocent, just determine to follow I Corinthians 5 **to it’s completion** in

II Corinthians 2:6-8 – not just in this matter but in every situation that you may face in the future.

God Bless you individually and the Community Church of God as a whole,

Tommy Shelton

The fish are biting.

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EX0140

12/4/2007 11:52 AM

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,)	
an Illinois non-profit corporation, and)	
Danny Lee Shelton, individually,)	Case No.: 07-40098-FDS
)	
Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
Defendants.)	
)	

**DEFENDANT ROBERT PICKLE’S REQUESTS FOR PRODUCTION OF
DOCUMENTS AND THINGS TO PLAINTIFF THREE ANGELS BROADCASTING
NETWORK, INC. (FIRST SET)**

TO: To Three Angels Broadcasting Network, Inc., and its counsel of record, Jerrie M. Hayes, Suite 1300, 100 Washington Avenue South, Minneapolis, MN 55401.

NOTICE

PLEASE TAKE NOTICE that You are hereby requested and required to produce the following documents and things for inspection and copying within thirty (30) days of the date of service herein pursuant to Federal Rule of Civil Procedure 34. The documents and things should be produced for inspection and copying at either the offices of 3ABN in Thompsonville, Illinois, or the office of Robert (Bob) Pickle, 1354 County Highway 21, Halstad, Minnesota, 56548.

INSTRUCTIONS

Unless otherwise stated, the time period for these requests is limited by the definitions under Plaintiff-related issues, and in every case extends through the present and thereafter on a continuing basis until the disposition of the trial of this matter.

Any references to a person or corporation herein includes agents, employees, officers, directors, attorneys, or anyone acting on behalf of that person or corporation.

If any request for document herein is deemed to call for the production of privileged or work product materials and such privilege or work product claim is asserted, You are to “make the claim expressly and ... describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or

protected, will enable other parties to assess the applicability of the privilege or protection” (Federal Rule of Civil Procedure 26(b)(5)(A)).

If any document requested herein was at one time in existence but has been lost, discarded or destroyed, identify such document as completely as possible, providing as much of the following information as possible:

1. the type of document;
2. the document’s date;
3. the date or approximate date the document was lost, discarded or destroyed;
4. the circumstances under which and the manner in which the document was lost, discarded or destroyed;
5. the reason or reasons for disposing of the document (if discarded or destroyed);
6. the identity of all persons authorized or having knowledge of the circumstances surrounding disposal of the document;
7. the identity of the person(s) who lost, discarded, or destroyed the document; and
8. the identity of all persons having knowledge of the contents of the document.

Your attention is directed to Federal Rule of Civil Procedure 34(b), which requires that any party who produces documents for inspection shall “produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories of the request,” “unless the parties otherwise agree.” In this connection, and for purposes of illustration, it is requested that all non-electronically-stored documents requested be produced in the file folders and cartons in which they have been maintained and stored, clipped, stapled or otherwise arranged in the same form and manner as they were found. If You instead choose to produce the documents requested corresponding with the categories in the request, it is requested that You identify the file folders, drawers or cartons in which the documents were originally maintained.

If You agree, You may alternatively produce non-electronically-stored documents in a readily accessible electronic format, scanned at a minimum of 200 dots per inch (or higher if the font size is smaller than 10.5 pts.), and with the contrast between text and background adjusted such that the text stands out as sharply from the background as practical, given the color and quality of the original, as long as by so doing the copy produced is a true, faithful, complete, and readable copy of the original.

Electronically-stored information should be produced in a reasonably usable form or forms, taking into account the need for the receiving party to have the same ability to access, search, and display the information as the producing party. Email should be produced with all headers added by servers and computers left intact. An index of all electronically-stored information should be produced.

Documents that are available in multiple forms, one of which is electronically-stored and of reasonable quality, and one of which is not electronically stored, may be produced once and should be produced in an electronically-stored form, provided that that form meets the criteria of the previous paragraph, and that the forms are identical as to content, including but not limited to notations or commentary added to the document, whether those additions be handwritten or not.

Any response to these requests shall set forth the request in full before each response. Separate responses shall be provided with respect to each request. If, after a good faith search, You conclude that there have never been documents responsive to a particular request, You should so state.

You are required to supplement Your responses to these Requests for Production of Documents in accordance with the provisions of the Federal Rules of Civil Procedure.

You are hereby put on notice that objection will be made at the time of trial to any attempt to introduce evidence which is directly sought by these requests and to which no response or disclosure has been made.

DEFINITIONS

As used herein, the following words and phrases shall have the following definitions, whether or not a request specifically says, "as defined in Definitions":

1. **Document** shall have the broadest possible meaning permitted under applicable law, and shall include any written, recorded or graphic material of any kind, including the originals and all non-identical copies, including those materials in electronic form, that is or has been in Your possession, control or custody or of which You have knowledge, including, but not limited to: documents, letters, correspondence, e-mail, memoranda, notes, invoices, bulletins, calendars, diaries, contracts, agreements, letters, telegrams, minutes, reports, studies, checks, statements, receipts, vouchers, invoices, summaries, pamphlets, blueprints, specifications, drawings, sketches, interoffice and intraoffice communications, stenographic or handwritten notes of any sort of conversation, telephone calls, meetings or other communications, agendas, computer printouts, graphical records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures), electrical data compilation, electronic mail, computer files or documents, computer disks, computer programs, computer software, tapes and all other tangible things upon which any handwriting, typing, printing, drawing, representation, photocopy, magnetic, electrical or optical impulse, data, or other form of communication is stored, recorded, or reproduced, and preliminary drafts and non-identical copies of the above. The term also includes each and every file folder, folio or other material in which the above items are stored, filed, or maintained as well as every copy of such documents where the original is not in Your possession, custody or control, or where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original.

2. **Date** means the exact day, month and year, if ascertainable, or the best available approximation thereof, including relationship to other events (designated whether exact or approximate).

3. **Defendants** mean Defendants Robert Pickle and Gailon Arthur Joy.

4. **Plaintiff Shelton** means Danny Shelton, and D & L Publishing, DLS Publishing, or any related DBA's or organizations (or their assumed names) over which Danny Shelton exercises control (other than 3ABN), whether past or present, including any directors, officers, employees, volunteers, agents or attorneys of the same.

5. **3ABN** means Plaintiff Three Angels Broadcasting Network, Inc., and all its related organizations, and their assumed names, whether past or present, including but not limited to Three Angels Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music, or 3ABN Radio. Wherever generally accepted accounting principles in the United States require the inclusion of financial data from related organizations that are separate legal entities, requests for

documents from **3ABN** will also be for all documents pertaining to all such financial data from all such organizations, including but not limited to Tres Anjos Broadcasting Network - LTDA (Brazil), Association Three Angels Broadcasting Network (Peru), and 3ABN Philippines, Inc. (Philippines), as well as for documents pertaining to whatever underlying detail for that data is required by such principles to be accessible, in the possession of, or reviewed by 3ABN.

6. **Any** and **all** are used in such a manner that a request seeking any documents would result in the production of the same number of documents as would a request seeking all documents, and that number of documents would be the greater one of the two results if a more exclusive meaning of either or both words were used instead.

7. **Or** and **and** are used in the inclusive sense (i.e. “and/or”). Thus, if a request seeks all documents relating to “A, B, or C” or “A, B, and C,” You are to produce all documents relating to A, B, and C individually, as well as in any combination thereof.

8. **Sale** means the giving of an item in exchange for compensation, whether or not the compensation is accounted for or considered as a donation or as a receipt of sales revenue, or whether or not the compensation is accounted for or considered as covering only the cost of shipping or handling.

9. **You** or **Your** means 3ABN, or its directors, officers, agents, representatives, employees, assigns or attorney(s), or whoever prepares the Responses to these Requests for the Production of Documents and Things.

10. **Employee** means anyone who performs services for 3ABN, whether past or present, whether paid or not, over which 3ABN exercises the typical control of an employer-employee relationship, including but not limited to the dictation of the way or manner, or the time and place where those services must be performed.

11. **Independent contractor** means anyone who performs services for 3ABN, whether past or present, who is not an employee as defined above.

12. **Key employee** means any employee or independent contractor who serves as an officer, director, or department head, answers directly to the president or to Plaintiff Shelton, hosts their own program or appears regularly on 3ABN broadcasts, or who exercises a significant leadership role at 3ABN, whether past or present.

13. **Board** or **3ABN Board** means the Board of Directors of 3ABN (as 3ABN is defined above), or the entity or entities that has or have been called by the name “Small Board” or some similar or equivalent term.

14. **Relative** means anyone related by marriage or by blood to the individual in question or to their spouse, whether parent, child, grandparent, grandchild, sibling, nephew, niece, aunt, uncle, first cousin, or first cousin once removed, and in the case of Plaintiff Shelton, it also includes cousins up to and including the third degree and up to and including twice removed.

15. **ASI** means Adventist-laymen’s Services and Industries or ASI Missions, Inc.

16. **Plaintiff-related Issues** means any or all of the following issues, topics, questions, or decisions that are applicable to the particular request making use of this term, whether or not a specific issue, topic, or question is also referred to in that request.

Real Estate Issues

a. All real estate transactions in or around 1993 between Charles E. Lane and 3ABN or between Charles E. Lane and Plaintiff Shelton, or subsequent real estate transactions dealing with the same properties involved in those transactions.

b. The 1996 granting of a life estate to Plaintiff Shelton in the house at Route 3 Box 10, Thompsonville, Illinois, the 1998 deeding of that same house in his name, the September 25, 1998, sale of that same house to Plaintiff Shelton for \$6,129 or \$6,139, and the October 2, 1998, sale of that same house by Plaintiff Shelton to Elora Ford, and all agreements involved in these transactions between any of the parties involved.

c. The recent gift of land from 3ABN to Plaintiff Shelton, and any agreements with Plaintiff Shelton related to that transaction.

d. Any attempted or successful transfer of real property to Brandy Shelton, before or after her marriage to Plaintiff Shelton, or to any person for which compensation in an amount equal or greater to fair market value was not paid.

Private Inurement Issues Other Than Real Estate

e. All benefits (other than what is reported as income on 990's, W-2's, or 1099's) received directly or indirectly by Plaintiff Shelton, or by any director, officer, employee, key employee, or independent contractor of 3ABN, or any relative thereof, or by organizations over which such individuals exercise substantial influence or control, including but not limited to low-interest or interest-free loans, love gifts, the sale or gift of goods donated to or assets of 3ABN, including but not limited to purchases by Tammy Chance or her relatives of products offered for sale on eBay or antique furniture purchased by Shelley Quinn, or the production, purchase, fulfillment, or promotion of products authored, manufactured, published, distributed, controlled, sold, or patented by such individuals, any direct or indirect payments made in connection with those products, or the hiring, contracting, or use of legal services for the private benefit of such individuals, including but not limited to the cease and desist letters written by D. Michael Riva on behalf of Tommy Shelton on June 13, 2003, and January 5, 2007, representation in the instant dispute for Plaintiff Shelton, individually, the separation contract between 3ABN and Linda Shelton by which Plaintiff Shelton secured her agreement to not say anything critical of her then husband and soon-to-be-ex-husband, or any personal travel expenses by any person, such as the alleged travel by Kenny and Chris Shelton to visit Brenda Shelton, if paid for directly or indirectly by 3ABN.

Accounting and Financial Issues

f. The reporting on financial statements and Form 990's of the sales of books, CD's, videos, cassettes, or other items sometimes as sales, and sometimes as items given away in exchange for donations, and in particular, why such an accounting change was made in 2004.

g. Allegations of embezzlement made against any director, officer, employee, key employee, or independent contractor of 3ABN, including but not limited to any allegations made against Emma Lou Shelton arising from her employment prior to her being hired by 3ABN.

h. Non-receipt-documented expenditures, failure to include such expenditures made by employees on W-2's or by independent contractors on 1099's, the final approval of W-2's by Plaintiff Shelton, the expensing of expenditures that generally accepted accounting principles require the capitalizing of instead, and the facilitating of any such practices by the 3ABN Board, or by any director, officer, employee, key employee, or independent contractor.

i. Bills and invoices submitted to 3ABN by Nicholas Miller, all versions thereof, and all controversies or questions arising therefrom.

j. Direct or indirect payments made to Brandy Elswick at any time, including but not limited to payments made to third parties who then made payments to her, third parties including but not limited to True Step Ministries or Cherie Peters.

Pedophilia, Sexual Harassment and Misconduct, and Similar Moral Issues

k. The child molestation or sexual misconduct allegations made against Tommy Shelton by any individual at any time during 3ABN's existence, or by Plaintiff Shelton from the first commencement of Tommy Shelton's pastorate at the Ezra Church of God onward, including but not limited to allegations made by Derrell Mundall around 1991, Roger Clem from 2003 onward, Duane Clem from 2007 onward, and Plaintiff Shelton at any time, the way that and by whom those allegations were dealt with, including but not limited to the use of letters, threats of bodily harm or litigation, slander, libel, defamation, or monetary or other compensation, including how and by whom such approaches were paid or bartered for if any form of direct or indirect compensation was given in exchange for service rendered, and the employment or independent contractor history at or for 3ABN for Tommy Shelton and for any registered or convicted sex offenders who have worked at 3ABN, including but not limited to Herb Grimm and Bill Cochran.

l. For purposes of comparison with the case of Linda Shelton, any allegations of child molestation, sexual misconduct, inappropriate relationship(s), adulterous affair(s), incest, or unwed pregnancy against a relative of Plaintiff Shelton serving as an independent contractor, or against a director, officer, employee, or key employee of 3ABN, including but not limited to any allegations made against Tammy Chance, Tammy Larson, Melody Shelton, Kenny Shelton, Plaintiff Shelton, or Linda Shelton, the events and history that corroborate Plaintiff Shelton's August 5, 2006, claim that Brandy Elswick had been chasing him for seventeen years, the concerns that 3ABN personnel and directors had about Plaintiff Shelton's relationship to Brandy Elswick, and his reactions to those concerns.

m. Instructions to staff regarding how to address questions regarding the above allegations, including but not limited to Melody Shelton's unwed pregnancy.

Wrongful Termination, Dispute Resolution, or Related Issues

n. The case of Linda Shelton from January 1, 2004, onward, including but not limited to who paid for and arranged for any form of surveillance, the existence, acquirement, or use of evidence that includes without limitation phone card and other phone records, and audio and video recordings, who would and would not have access to such evidence, the formation of the special committee in 2004 to investigate the situation, requests from 3ABN to Linda Shelton that she (or her son) change her personal marriage counselor(s) or (their) physician, the May 4, 2004, ultimatum communicated by Walt Thompson, the separation agreement between 3ABN and Linda Shelton, any expected effect on donations to or the financial health of 3ABN from the story that Linda Shelton had abandoned her marriage or ministry, her subsequent slating for church discipline in the fall of 2005 and the unwillingness of any individual to allow her to speak in her own defense at that church trial, and the refusals to allow Linda Shelton a

hearing before the 3ABN Board, including but not limited to the refusal of December 2005.

o. The complaints, firing, and appeal of Ervin Thomsen, Kathi Bottomley, Trenton Frost, and Oriana Frost concerning Leonard Westphal's alleged statements about Hal Steenson being a fat slob or fat drunk, his other alleged inflammatory comments about Mollie Steenson, Plaintiff Shelton, and the 3ABN Board, his alleged temper or tirades, his alleged racial slurs or discriminatory practices, and his being featured as a front-page story in *3ABN World* after the firings, and all decisions by directors and officers in this matter.

Damage Control Issues

p. Whether directed against the Defendants, Save3ABN.com, an internet forum or other website containing concerns or criticism (or the authors thereof), Nicholas Miller, Linda Shelton, *Adventist Today*, or any other person or entity, the sending of cease and desist letters to intimidate, silence, or persuade, the use of TV broadcasts to counter critics, and the spreading of critical, slanderous, libelous, or defamatory rumors or statements via internet postings, broadcasts, email, phone calls, or other means, whether made by any 3ABN director, officer, employee, key employee, independent contractor, or any relative thereof, or whether made by supporters, agents, or attorneys of 3ABN, including but not limited to allegations of lies, embezzlement, making threats on the lives of Plaintiff Shelton or his family, or posing as a doctor.

q. The authorship and approval of the scripts or notes for the December 31, 2006, tribute to alleged pedophile Tommy Shelton, including but not limited to the use of statements about ferries, Tommy Shelton as a traveling companion, and Tommy Shelton's predecessor, and of the scripts and notes for the August 10, 2006, broadcast that explicitly or implicitly likened Plaintiff Shelton to Moses and John the Baptist, Linda Shelton to Herodias, and Alyssa Moore to Salome.

r. The cessation of appearances of individuals on 3ABN programs after disagreeing with Plaintiff Shelton, individuals including but not limited to Barbara Kerr and David Gates, and the subsequent attempts by 3ABN-related individuals to hinder their future ministries or employment, including but not limited to that of Barbara Kerr and Derrell Mundall.

ASI and ASI Hearing Issues

s. All requests to ASI for assistance from January 1, 2004, onward, the reasons, decision(s), and action(s) for suddenly agreeing to allow Linda Shelton to have a hearing before a panel under the auspices of ASI, in contrast to prior denials to requests for hearings, the rationale for prohibiting any discussion of any other topic, including but not limited to the child molestation allegations against Tommy Shelton, and for keeping this prohibition a secret for ten weeks, all drafts or editions of the "Procedural Suggestions" of October 31, 2006, and Harold Lance's January 24, 2007, statement, along with dates, blind copy data, and information that indicates who received, contributed to, or authored these documents, including but not limited to the altered version of Harold Lance's statement that was posted on 3ABN's website, all references to Defendant Pickle's employment, whether actual or suspected, whether past, present, or future, all reference to Defendant Pickle's application to ASI for membership, and the type and amount of support, whether financial or otherwise, whether from ASI to 3ABN

or 3ABN to ASI, whether bartered for, paid, or granted, at any time in 3ABN's existence.

Publishing Issues

t. The formation of 3ABN Books or similar entities, including but not limited to the makeup of its committees, partnerships with Pacific Press, Remnant Publications, or other entities, and arrangements, policies, or guidelines for production, manufacturing, printing, inventorying, and distribution of royalties and other payments, whether written in policy or in actual practice.

u. All payments, whether direct or indirect, whether bartered or not, related to purchases of or royalties for any products, including but not limited to books, pamphlets, CD's, and videos, made to or from Plaintiff Shelton, DLS Publishing, or D & L Publishing, and all payments, whether direct or indirect, related to purchases of or royalties for any materials authored or otherwise created, in whole or in part, by any 3ABN director, officer, employee, key employee, or independent contractor, or any relative thereof, made to or from Pacific Press, Remnant Publications, or any other publisher, press, manufacturer, individual, or entity, when a benefit, monetary or otherwise and not reported as salary on a W-2 or 1099 issued by 3ABN, is received by that individual, and the identification, history, or location of all assets or inventory of D & L Publishing, DLS Publishing, or any other entity controlled by Plaintiff Shelton other than 3ABN.

v. The publishing of *Antichrist Agenda* by DLS Publishing as claimed by *Antichrist Agenda* in 2004, instead of by 3ABN Books as claimed in *Mending Broken People* in 2005.

w. The printing or publishing of *Ten Commandments Twice Removed* by DLS Publishing, Pacific Press, Remnant Publications, or any other press or publisher.

x. The identify of the publisher referred to in Note 14 of 3ABN's 2005 audited financial statement, or that identify the persons related to the president, and the corporation controlled by such a person, referred to in Statement 12 of 3ABN's 2006 Form 990.

Sound Center or 3ABN Music Issues

y. The formation of 3ABN Music, Crossbridge Music, Inc., or other entities involved with music, including but not limited to the makeup of committees, partnerships with Avid Group or other entities, and the arrangements, policies, or guidelines for production, manufacturing, inventorying, and distribution of royalties and other payments, whether written in policy or in actual practice.

z. The operation of the 3ABN sound center, remuneration of employees, key employees, or independent contractors working therein, accounting practices pertaining to activities or services performed or rendered by or in the 3ABN sound center, and the fees charged to those benefitting from such activities or services, whether for studio rental or otherwise, whether charged by 3ABN or others, whether written in policy or in actual practice.

Government Investigation Issues

aa. All investigations or actions whether civil or criminal, whether domestic or foreign, whether past or present as of now or anytime prior to trial, by the Internal Revenue Service, the Illinois Department of Revenue, the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Federal Communications Commission, or any other federal, state, county, or local legal authority, or any proceedings arising from any individual or entity filing suit or complaints, regarding 3ABN, Plaintiff Shelton, or his relatives, whether or not those investigations resulted in charges or penalties, including but not limited to initial contacts or complaints, any subpoena or warrant served to any 3ABN director, officer, employee, key employee, independent contractor, or any relative thereof, for the production of records or the giving of testimony, responses, consent decrees or stipulations, fines, excise taxes, penalties assessed or paid, or any other civil or criminal proceedings.

Administration, Board, and Theological Issues

bb. The need of and reasons for seeking a replacement in part or in whole for Plaintiff Shelton as 3ABN president, all agreements made with Plaintiff Shelton in connection with his being replaced, the role of Plaintiff Shelton or others in searching for, selecting, or vetting Plaintiff Shelton's replacement, the expected or anticipated timetable for Plaintiff Shelton's lying low and reappearance on the scene, the qualifications or characteristics sought for in a replacement, including but not limited to whether or not that replacement would seek to rectify past (and ongoing) mistakes, and Jim Gilley's position and his statement to the board that he would not seek to rectify such mistakes or even investigate whether mistakes had been made.

cc. The decision or decisions to deny the Defendants the privilege of speaking to the 3ABN Board regarding their various concerns about Plaintiff-related Issues, regardless of by whom such a decision or decisions were made.

dd. Whether Plaintiff Shelton is a prophet, whether he has had visions or dreams, and if so, the dates, nature, and content of all such, whether he is considered "the Lord's Anointed," whether he can be subjected to the correction of either church or state, and whether the positions on these points are standard Seventh-day Adventist theology or a deviation therefrom.

ee. John Lomacang's teachings on the seven trumpets, and the reactions thereto of the public, and of any 3ABN director, officer, employee, key employee, or independent contractor, or of any relative thereof, including but not limited to the reactions of Hal Steenson.

ff. The identity of all the 3ABN individuals or entities that made decisions regarding any of the above issues, as well as all agreements made with any parties concerning any of these issues.

REQUESTS

Request No. 1: All minutes and other documents of the 3ABN Board for the entire length of time of 3ABN's existence, and on an ongoing basis.

Request No. 2: All minutes and other documents of all executive committee(s) of 3ABN, or subcommittee(s) of the 3ABN Board that pertain to concerns, discussions,

investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not included in Request No. 1. If less cumbersome, costly, or time-consuming for You, You may choose to produce all documents of such entities from January 1, 1991, onward for our inspection or copying.

Request No. 3: All minutes and other documents of all 3ABN departmental or division board(s), committee(s), subcommittee(s), or book committee(s), including those of 3ABN Books, of 3ABN Music, and of any other departments or divisions, whether domestic or foreign, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not already included in Requests Nos. 1 or 2. If less cumbersome, costly, or time-consuming for You, You may choose to produce all minutes and other documents of such board(s), committee(s), or subcommittee(s) from January 1, 1991, onward for our inspection or copying.

Request No. 4: All reports or correspondence, such as letters, memos, notes, electronic mail, or other communication, or other documents authored, handled, read, reviewed, sent, or received by independent contractors who are relatives of Plaintiff Shelton, or by any 3ABN officer, director, department head, employee, or key employee, or any relative, agent, or attorney thereof, whether past or present, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, the Defendants, Save3ABN.com, or any internet forum or other website containing concerns or criticism about one or both Plaintiffs, including but not limited to the open letters reported to be sent by Tommy Shelton or Carol Shelton to the Community Church of God in early 2007, the receipt for a pregnancy test purchased in 2004, and the trial transcript of the administrative hearing before Judge Barbara Rowe, whatever is not already included in Requests Nos. 1, 2, or 3. If less cumbersome, costly, or time-consuming for You, You may choose to produce from January 1, 1991, onward all documents for our inspection or copying that are associated in the stated ways to the stated individuals.

Request No. 5: All corporation documents, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for 3ABN as 3ABN is defined under Definitions, including the originals and all revisions thereof, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and all organizations related to 3ABN, including without limitation all such organizations formed in other countries, and documents identifying all 3ABN-related organizations or 3ABN affiliates, whether or not consolidated, whether past or present, including without limitation 3ABN Latino, 3ABN Africa, 3ABN Australia, 3ABN Canada, 3ABN Nigeria, and 3ABN India.

Request No. 6: All revisions of employee handbooks pertaining to 3ABN as defined under Definitions, including but not limited to those of departments or divisions, and all policies pertaining to accounting, finance, fraud, rental or sale of assets or things owned by or donated to 3ABN, and Plaintiff-related Issues. If less cumbersome, costly, or time-consuming for You, You may choose to produce all policies for our inspection or copying, along with all employee handbooks.

Request No. 7: All documents containing the 3ABN Story, all documents referencing a promised \$100,000 donation of video equipment by Hal Steenson or his church or ministry, and all documents containing public or private admissions that the promised donation never took place.

Request No. 8: All issues of *3ABN World* (or its predecessor newsletter) and *Catch the Vision* from all years of 3ABN's existence, and issues of other periodical-type publications

or catalogs from January 1, 1998, to the present, in machine readable format (PDF preferred) when extant, or in readable printed or scanned format otherwise.

Request No. 9: For 3ABN as defined under Definitions, from 1998 onward, and for all years such statements were filed with any government entity or official, all financial statements, audited or not, with attached notes, supplementary information, and auditor's report, as applicable, all engagement, management, and management representation letters pertaining to auditor(s), all unredacted Form 990's (or other applicable tax returns, including but not limited to those for Three Angels Enterprises, LLC, and Crossbridge Music, Inc.), with all supporting schedules, statements, or forms, all documents and records which break down the figures for contributions on these documents into annual or monthly (a) amounts received in exchange for the sale of books, cassettes, videos, CD's, clothing, or other items, (b) amounts arising from charitable gift annuities or revocable trusts, (c) amounts arising from tithe from Plaintiff Shelton or any other person (with sufficient detail to identify the amount of tithe coming from Plaintiff Shelton), and (d) amounts arising from contributions of other sorts, all documents that provide a basis for breaking down 3ABN income and expenses by related organization, including without limitation the 3ABN Sound Center, 3ABN Music, 3ABN Books, and 3ABN organizations in foreign countries, and all documents containing all detail associated with all revenue and expenses on the Form 990's, financial statements, or related documents, that are categorized as "Auto," "Bad debt," "Inventory write-down," "Contract labor," "Contributions receivable," "Cost of goods sold" or "given away" or any variation thereof, "Credit card fees," "Interest" expense, "Love gifts," "Miscellaneous," "Music production," "noncash" contributions, "Other changes in net assets" (line 20 of Form 990), "Other" expenses, "Other revenue," "School subsidy," or "Special projects," whether or not the categories containing expenses of these types are labeled exactly this way.

Request No. 10: All documents which demonstrate the reconciled differences between the financial statements and the Form 990's produced under Request No. 9, including the line items comprising Total Assets for 2003, all documents that explain the \$46,158 adjustment to net assets in 1999, that explain the \$3,387,100 investment in land booked in 2002 and the adjustment to its value in 2005, and that explain any other adjustments, all documents that explain the change in accounting for sales of all items other than "satellites" between 2003 and 2004, all documents that give the detail for securities capitalized in 2005, the schedule required by line 54 of the 2005 Form 990, all documents pertaining to opinions or statements regarding independent contractors displaying the characteristics of employees or vice versa, all documents detailing grants, contributions, or payments made by ASI or its directors or officers to 3ABN, or requests for such grants, contributions, or payments, all documents or invoices, giving detail or not, for payments made to or received from Gray Hunter Stenn LLP, or any other external auditor or firm performing auditing, accounting, or other financial services, and all documents pertaining to the dates or amounts of any cash carried overseas.

Request No. 11: From January 1, 1999, onward, all records or other documents pertaining to contributions to 3ABN from any 3ABN director, officer, or member, whether personally or via DBA's, corporations, trusts, wills, annuities, foundations, tax exempt organizations, or any other means, including without limitation records or other documents giving such detail as the amount of each contribution, to whom it was given, and the purpose of the contribution.

Request No. 12: From January 1, 1998, onward, for 3ABN as defined under Definitions, organized and enumerated according to the division or entity thereof, if so kept, all documents which list open bank, investment, credit, or charge accounts, which list all

employees, volunteers, or independent contractors (including amounts paid), which list all affiliates and their method of accounting, which list all “disqualified persons” in accordance with Internal Revenue Service guidelines, which list all real property holdings identified by parcel number or other means, and which list all individuals who have entered accounting journals to the general ledger or any sub-ledger systems that update the general ledger activity on a regular basis, all statements for any open bank, investment, credit, or charge accounts, all documents containing charts of accounts, trial balances, account reconciliations for any balance sheet accounts, transaction level detail of gross rental income and expenses, with all associated lease agreements, and transaction level detail of inventory and cost of goods sold (or “cost of goods given away” or variation thereof) accounts, all disbursement account and payroll account check registers, all documents pertaining to lists of fixed assets, including without limitation documents giving such detail as asset number, cost, accumulated depreciation, net book value, and physical location, all documents giving explanations for the transactional flows through inventory, cost of goods sold (or “cost of goods given away” or variation thereof), or royalty expense accounts, and giving figures of or explanations for all accounting adjustments made to inventory and fixed asset accounts as a result of annual physical counts and inspections, or documenting that such annual counts or inspections took place, all invoices for legal, investigative, or surveillance expenses, whether or not explicitly stated to be such on the invoice, all documents listing all split interest agreements including details of their annual valuation adjustments, all documents pertaining to lists of vendors, including without limitation documents giving such detail as vendor name, vendor number, and amount paid by year, all documents pertaining to warehousing, inventorying, or fulfillment services either performed for individuals or entities other than 3ABN or concerning products that 3ABN does not own, and all documents identifying CD’s of which Plaintiff Shelton is the producer. If less cumbersome, costly, or time-consuming for You, You may choose to produce all accounting records from January 1, 1998, onward for our inspection or copying.

Request No. 13: All email, correspondence, letters, reports, communications of any type recorded by any device, and all other documents from D. Michael Riva, Tim Neubauer, Nicholas Miller, Garrett L. Boehm, Fierst, Pucci & Kane, LLC, Siegel, Brill, Greupner, Duffy & Foster, P.A., or any other attorney or law firm, including without limitation those which have represented either Plaintiff in any matter since January 1, 2002, identifying the results or review of any audits or investigations, which either give or decline to give a clean bill of health, including without limitation all supporting reports or other documents upon which these law firms or attorneys may have relied.

Request No. 14: All reports, recordings, photographs, and other documents from all private investigative firms employed by or on behalf of either Plaintiff from 1999 onward.

Request No. 15: All email, correspondence, recordations, records or recordings of telephone conversations, or other documents that support or do not support the claim that how Seventh-day Adventist church leaders view 3ABN has been negatively impacted by the Defendants or Save3ABN.com, or the claim that church leaders have refused to hear the side of the Plaintiffs, including without limitation documents giving such detail as the name, address, and telephone number of each such church leader, and the date of any such contact.

Request No. 16: From January 1, 2000, onward, all email, correspondence, recordations, records or recordings of telephone conversations, or other documents pertaining to donors who have reduced or stopped giving, including without limitation documents giving such detail as the names, addresses, and telephone numbers of all such donors, the sums they stopped

giving, the reason(s) they stopped giving, and the documented sums given each year for the previous seven years along with the intended purpose each gift was for.

Request No. 17: Whether concerning annuities or trusts negotiated or managed by the 3ABN Trust Department or its personnel, all documents describing or listing all charitable gift annuities by state of origin, copies of all required state registrations, the trust services log(s) recording trust services activity since January 1, 2000, all documents for charitable gift annuities originating in the state of Washington or naming Lottie Wiedermann as an annuitant, all invoices paid to Westphal Law Group or Lunsford & Westphal, the trust file of May Chung, and all trust office reports submitted to the corporate office.

Request No. 18: All documents pertaining to the accounting procedures, policies (whether written or in practice), usage, or scheduling of the 3ABN Sound Center, and all documents pertaining to the accounting procedures or policies (whether written or in practice) regarding the use, sale, or disposal of donated items or assets, including without limitation the method of arriving at a fair market value or sales price of each item or asset, and the issuing of receipts to donors or buyers of such items or assets.

Request No. 19: All documents pertaining to items buried on 3ABN property, other than electrical, plumbing, sewer, foundation, heating, or cooling, and all invoices, check copies, or other documents associated with the building of the school, gymnasium, and Angel Lane.

Request No. 20: All flight records and other documents associated with the purchase, sale, lease, rental, operation, depreciation, or maintenance of any 3ABN owned, leased, or rented aircraft, and all documents or records pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for any of these costs or expenses.

Request No. 21: All records or other documents pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for the cost of legal, investigative, or surveillance expenses incurred since January 1, 2003, including without limitation the examples listed under Plaintiff-related Issue "e."

Request No. 22: All invoices or other documents concerning purchases of books or other items sold, manufactured, authored, produced, patented, inventoried, or copyrighted by any officer, director, employee, key employee, or independent contractor of 3ABN, or relative thereof, or relative of Plaintiff Shelton, whether purchased from that/those individual(s), D & L Publishing, DLS Publishing, Remnant Publications, Pacific Press, Media Opportunities IPTV, or any other individual or entity, and all editions and translations of *Ten Commandments Twice Removed*, including but not limited to that of the first printing.

Request No. 23: All records or other documents pertaining to 3ABN eBay.com sales, and to sales to any 3ABN director, officer, independent contractor, employee, or key employee, or any relative thereof, of any donated or purchased items or assets, identifying the donors of (if a donated item or asset) and recipients or buyers of such items or assets, or containing a description of reasonable particularity of such items or assets, or the appraised or recorded value or original price paid or final sales price (whichever of these are applicable to a particular case) of such items or assets, items or assets including but not limited to the piano that sold in 1998 for \$2,000, and any antiques purchased by Shelley Quinn, and all documents pertaining to the calculation of the final sales price for the house sold to Plaintiff Shelton in 1998 as well as proof of payment for that house.

Request No. 24: All documents pertaining to statements made by Tommy Shelton, Plaintiff Shelton, or their relatives that relate to care for high blood pressure, heart disease, or any other ailment, but only in regards to ailments attributed to allegations made against either

Tommy Shelton or Plaintiff Shelton, including but not limited to all documents pertaining to reimbursement or payment for expenses resulting from or in connection to such ailments.

Request No. 25: All documents pertaining to assets or cash either donated or sold below fair market value to government entities, including without limitation to towns, cities, and schools.

Request No. 26: All documents containing financial information or data not already enumerated that concern any Plaintiff-related Issue, and all documents not yet produced that would be produced in response to any of the above requests (including without limitation Request No. 9) if the end-of-year reports and audits for the current fiscal year were already completed.

Request No. 27: All types of phone records or other documents enumerating phone calls made by 3ABN officers from January 1, 2003, onward, whether printed or not, whether detailed or not, whether paid for or reimbursed by 3ABN or not, whether 3ABN is the account holder or not, indexed as to caller or account holder or account, and anything pertaining to discussions, investigation, or decisions regarding these records and documents, or fraction thereof, whatever is not already included in Requests Nos. 1 through 26.

Request No. 28: All documents describing the relationship between 3ABN and the Seventh-day Adventist Church and its various entities, including but not limited to the compensation John Lomacang receives directly or indirectly from 3ABN, all documents establishing Mollie Steenson's membership of and length of tenure on the Executive Committee of the Illinois Conference of Seventh-day Adventists, and all documents consisting of communications, letters, memos, emails, agendas, or minutes arising from this relationship pertaining to Thompsonville Christian School, any other Seventh-day Adventist elementary school, or any campus of Broadview Academy, in regards to sexual misconduct or child molestation allegations, and the presence of any registered or convicted sex offenders on the campus of 3ABN.

Request No. 29: All contributions of text or dialogue, including but not limited to postings, publications, messages, or notes, that any director, officer, employee, key employee, independent contractor, or any relative or agent thereof (including but not limited to Gregory Scott Thompson, Ronnie Shelton, or Teresa Shelton) has made to any internet website, including but not limited to any chat-room, private or public discussion forum, blog, or bulletin board, including ClubAdventist.com, AdventistForum.com, BlackSDA.com, Maritime-SDA-Online.org, or ChristianForums.com, or any other website containing discussion about 3ABN, Plaintiff Shelton, the Defendants, Linda Shelton, Save3ABN.com, this litigation, any Plaintiff-related Issue, or any individual involved in any Plaintiff-related Issue, and any reports made by, record of payments made to, or correspondence to and from such individuals, whether direct or indirect, that are related in any way to any such contribution they have made to any such site.

Request No. 30: All documents provided to, created by, or otherwise relied upon by any expert You have retained or intend to retain, consulted or intended to consult, or expect to call at the trial of this matter related to the subject matter of the instant dispute or to any impression or opinion held by the expert.

Request No. 31: All documents, including recordings, statements, affidavits, notes or other documents setting forth, summarizing or memorializing any interview, examination, interrogation, discussion, or other communication with any person or entity concerning the subject matter of the instant dispute, the current litigation, or any Plaintiff-related Issue.

Request No. 32: All documents, including but not limited to documents pertaining to agreements, discussions, meetings, or minutes of meetings, regarding the anticipated merger with Amazing Facts, whether past or present, including suggestions, ideas, plans, or decisions about a constituency, and ASI or the McNeilus family's involvement with any aspect therewith.

Request No. 33: All applications filed with the Federal Communications Commission, and all correspondence and documents pertaining to those applications and to the decisions made regarding those applications, all documents pertaining to the purchase or sale of television or radio stations, including without limitation board actions if not already produced, and all documents pertaining to the permit acquired by Yoneide Dinzey for K16EI (later called KYUM) and to its sale to 3ABN by Yoneide Dinzey and then by 3ABN to Tiger Eye Broadcasting.

Request No. 34: All photographs (digital or film), slides, videotapes, films, moving pictures, DVD's, CD's, CD-ROM, MP3's, cassettes, or other types of audio or video representations in Your possession pertaining to the 3ABN Story, to the instant dispute, to Plaintiff-related Issues, to the Defendants, to Save3ABN.com, to any internet forum or other website containing concerns or criticism about one or both Plaintiffs, or to allegations made against Linda Shelton since January 1, 2004, whether prior or after her dismissal, including but not limited to any photographs of a watch or watches, certain camp meeting broadcasts of May 2004, 3ABN Today LIVE broadcasts of August 10 and December 31, 2006, and February 15, 2007 (to ensure that Defendants' copies and Plaintiffs' copies are identical), any and all recordings of phone conversations of Linda Shelton or Arild Abrahamsen, any and all audio- or video-recorded evidence against Linda Shelton, including but not limited to the audio recording referred to by Hal Steenson, Plaintiff Shelton, and Harold Lance, and the video recording referred to by Kenneth Denslow on October 23, 2006, all documents referring to such audio and video recordings or the individuals who saw or heard them, all broadcasts in which Linda Shelton referred to a newfound friend or sent anyone secret messages, all broadcasts in which any allegations pertaining to Plaintiff-related Issues were referred to explicitly or through innuendo, and any broadcasts or recordings that will be used for the Plaintiff's case.

Request No. 35: Unredacted copies of all emails or other documents attached to the Affidavit of Mollie Steenson of May 9, 2007, all documents of any type that support the allegations of that Affidavit or of other court filings in the instant dispute, including but not limited to documents supporting the allegations that disparaging commentary first erupted on the internet in June 2006 as alleged by that Affidavit's ¶ 4 (or around July 2006 as alleged by ¶ 3 of the Affidavit of Larry Ewing of May 9, 2007), that donations began to decline in June 2006 as alleged in that Affidavit's ¶ 4 (or in July 2006 as alleged by ¶ 8 of the Affidavit of Larry Ewing), that donors have stopped donating to 3ABN specifically because of rumors posted on Save3ABN.com, as alleged in that Affidavit's ¶ 5, that Save3ABN.com was the source of any information in the letter published by *Adventist Today*, referred to in that Affidavit's ¶¶ 6-8, other than the child molestation and sexual misconduct allegations against Tommy Shelton, that the individual referred to in that Affidavit's ¶ 8 was indeed a supporter of 3ABN, that demonstrates Save3ABN.com's role in persuading the South Pacific Division of Seventh-day Adventists to enact the moratorium referred to in that Affidavit's ¶ 9, that either Defendant had any knowledge of or involvement in the distribution of the postcards referred to in that Affidavit's ¶ 10, that 3ABN supporters have been confused as to the affiliation of Save3ABN.com as alleged in that Affidavit's ¶ 11, and that Save3ABN.com contains documents that have been edited and commented upon in ways that lead the reader to inaccurate and defamatory conclusions, or that lead the reader to conclude that the original author maintained something by those documents that he or she in effect did not, claims made in ¶ 12 of that

Affidavit, and all other emails that support or do not support the positions taken in any of 3ABN or Plaintiff Shelton's court filings, whatever has not already been produced in response to Requests Nos. 1 through 34.

Request No. 36: All documents which You intend to use at trial or which are relevant to documents which You intend to use at trial, that are not already requested in Requests Nos. 1 through 35.

Dated: November 29, 2007

s/ Robert Pickle

Robert Pickle, *pro se*
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Halstad, MN 56548
Tel: (218) 456-2568
Fax: (206) 203-3751

CERTIFICATE OF SERVICE

I, Bob Pickle, do certify that I am over the age of 18 years of age and on this day I have caused service of this document to Plaintiffs' counsel at Siegel, Brill, Greupner, Duffy & Foster, P.A., and at Fierst, Pucci & Kane, LLC, and have served by faxing and mailing a copy thereof, enclosed in an envelope, postage prepaid, a copy of this document and this Certificate of Service.

Dated: November 29, 2007

s/ Bob Pickle

Subscribed and sworn before me a Notary public in and for
Clay Co. Minn. 11/29/07

s/ Perry W. Kolnes
Perry W. Kolnes
Notary Public--Minnesota
My Commission Expires Jan. 31, 2010

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)		
Three Angels Broadcasting Network, Inc.,))	
an Illinois non-profit corporation, and))	
Danny Lee Shelton, individually,))	Case No.: 07-40098-FDS
))	
Plaintiffs,))	
v.))	
))	
Gailon Arthur Joy and Robert Pickle,))	
))	
Defendants.))	
_____))	

**DEFENDANT ROBERT PICKLE’S REQUESTS FOR PRODUCTION OF
DOCUMENTS AND THINGS TO PLAINTIFF DANNY SHELTON (FIRST SET)**

**TO: To Plaintiff Danny Shelton and his counsel of record, Jerrie M. Hayes, Suite 1300,
100 Washington Avenue South, Minneapolis, MN 55401.**

NOTICE

PLEASE TAKE NOTICE that You are hereby requested and required to produce the following documents and things for inspection and copying within thirty (30) days of the date of service herein pursuant to Federal Rule of Civil Procedure 34. The documents and things should be produced for inspection and copying at either the office of DLS Publishing in Thompsonville, Illinois, or the office of Robert (Bob) Pickle, 1354 County Highway 21, Halstad, Minnesota, 56548.

INSTRUCTIONS

Unless otherwise stated, the time period for these requests is limited by the definitions under Plaintiff-related issues, and in every case extends through the present and thereafter on a continuing basis until the disposition of the trial of this matter.

Requests Nos. 1 through 36 were directed to Plaintiff 3ABN. You are to respond to these requests to the extent that You have in your possession documents and things that pertain to these requests, but which are not in Plaintiff 3ABN’s possession or which Plaintiff 3ABN does not

produce. Request No. 37 and onward pertain solely to You.

Any references to a person or corporation herein includes agents, employees, officers, directors, attorneys, or anyone acting on behalf of that person or corporation.

If any request for document herein is deemed to call for the production of privileged or work product materials and such privilege or work product claim is asserted, You are to “make the claim expressly and ... describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection” (Federal Rule of Civil Procedure 26(b)(5)(A)).

If any document requested herein was at one time in existence but has been lost, discarded or destroyed, identify such document as completely as possible, providing as much of the following information as possible:

1. the type of document;
2. the document’s date;
3. the date or approximate date the document was lost, discarded or destroyed;
4. the circumstances under which and the manner in which the document was lost, discarded or destroyed;
5. the reason or reasons for disposing of the document (if discarded or destroyed);
6. the identity of all persons authorized or having knowledge of the circumstances surrounding disposal of the document;
7. the identity of the person(s) who lost, discarded, or destroyed the document; and
8. the identity of all persons having knowledge of the contents of the document.

Your attention is directed to Federal Rule of Civil Procedure 34(b), which requires that any party who produces documents for inspection shall “produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories of the request,” “unless the parties otherwise agree.” In this connection, and for purposes of illustration, it is requested that all non-electronically-stored documents requested be produced in the file folders and cartons in which they have been maintained and stored, clipped, stapled or otherwise arranged in the same form and manner as they were found. If You instead choose to produce the documents requested corresponding with the categories in the request, it is requested that You identify the file folders, drawers or cartons in which the documents were originally maintained.

If You agree, You may alternatively produce non-electronically-stored documents in a readily accessible electronic format, scanned at a minimum of 200 dots per inch (or higher if the font size is smaller than 10.5 pts.), and with the contrast between text and background adjusted such that the text stands out as sharply from the background as practical, given the color and quality of the original, as long as by so doing the copy produced is a true, faithful, complete, and readable copy of the original.

Electronically-stored information should be produced in a reasonably usable form or forms, taking into account the need for the receiving party to have the same ability to access, search, and display the information as the producing party. Email should be produced with all headers added by servers and computers left intact. An index of all electronically-stored information should be produced.

Documents that are available in multiple forms, one of which is electronically-stored and of

in that Affidavit's ¶ 4 (or in July 2006 as alleged by ¶ 8 of the Affidavit of Larry Ewing), that donors have stopped donating to 3ABN specifically because of rumors posted on Save3ABN.com, as alleged in that Affidavit's ¶ 5, that Save3ABN.com was the source of any information in the letter published by *Adventist Today*, referred to in that Affidavit's ¶¶ 6-8, other than the child molestation and sexual misconduct allegations against Tommy Shelton, that the individual referred to in that Affidavit's ¶ 8 was indeed a supporter of 3ABN, that demonstrates Save3ABN.com's role in persuading the South Pacific Division of Seventh-day Adventists to enact the moratorium referred to in that Affidavit's ¶ 9, that either Defendant had any knowledge of or involvement in the distribution of the postcards referred to in that Affidavit's ¶ 10, that 3ABN supporters have been confused as to the affiliation of Save3ABN.com as alleged in that Affidavit's ¶ 11, and that Save3ABN.com contains documents that have been edited and commented upon in ways that lead the reader to inaccurate and defamatory conclusions, or that lead the reader to conclude that the original author maintained something by those documents that he or she in effect did not, claims made in ¶ 12 of that Affidavit, and all other emails that support or do not support the positions taken in any of 3ABN or Plaintiff Shelton's court filings, whatever has not already been produced in response to Requests Nos. 1 through 34.

Request No. 36: All documents which You intend to use at trial or which are relevant to documents which You intend to use at trial, that are not already requested in Requests Nos. 1 through 35.

REQUESTS DIRECTED TO PLAINTIFF SHELTON

Request No. 37: From January 1, 1998, onward, all corporation documents, including the originals and all revisions thereof, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for any organizations over which You exercised control except for 3ABN, including without limitation DLS Publishing, and all minutes and other documents of the boards or committees of any such organizations.

Request No. 38: From January 1, 1998, onward, for Plaintiff Shelton, D & L Publishing, DLS Publishing, or any DBA or corporation over which you have exercised control (other than 3ABN), all financial statements, all tax returns (including all required or filed forms, schedules, and worksheets), all financial and accounting records, all bank statements or records (including without limitation statements or records for any investment accounts, savings accounts, or insurance accounts, or any other accounts which give such detail as amount(s) deposited or withdrawn, or an ongoing statement of value), and all credit or charge account statements or records (including without limitation statements or records for any credit cards, charge cards, loans, mortgages, or collateral arrangements, or any other statements or records which give such detail as amount(s) withdrawn, purchase(s) or payment(s) made, or an ongoing statement of amount owed).

Request No. 39: All proofs of payment for the house You purchased from 3ABN in 1998, all proofs of receipt or payment of the loans or mortgages You acquired from Merlin Fjarli or the Fjarli Foundation, and that You gave to Jim Gilley, and all proofs of payment to 3ABN for any services or merchandise 3ABN has, whether directly or indirectly, paid on Your behalf or given to You.

Request No. 40: All documents containing or pertaining to evidence of Linda Shelton's adultery, whether "spiritual" or physical, including without limitation audio or video recordings, phone records of any sort (whether printed or handwritten or otherwise), correspondence, letters,

and emails.

Request No. 41: All documents pertaining to the child molestation and sexual misconduct allegations against Tommy Shelton.

Request No. 42: From January 1, 1998, onward, all documents pertaining to any items or assets previously donated to or owned by 3ABN that are or were subsequently in the possession of You or one of Your relatives.

Request No. 43: All invoices or other documents regarding materials or labor pertaining to any home you have lived in since 3ABN was founded.

Request No. 44: All emails authored or received by, or identified by email headers as “From” or “To” Plaintiff Shelton, not subject to attorney-client privilege, including without limitation those generated from any computer used by Plaintiff Shelton, whether such computer be in a 3ABN or home office, or whether it be any of the laptops that he has owned since 1999, or whether it be any other computer, regardless of from what user names or accounts such emails were generated, including without limitation any EarthLink account, that were sent to or received from any 3ABN officer, director, employee, volunteer, viewer, supporter, or detractor, or any ASI officer or director, or any relative of Plaintiff Shelton, or any other person not otherwise included herein, that pertain to any Plaintiff-related issue, the Defendants, or the subject matter of the instant dispute, or that do or do not support the position or positions of the Plaintiffs.

Dated: December 7, 2007

s/ Robert Pickle

Robert Pickle, *pro se*
1354 County Highway 21
Halstad, MN 56548
Tel: (218) 456-2568
Fax: (206) 203-3751

CERTIFICATE OF SERVICE

I, Bob Pickle, do certify that I am over the age of 18 years of age and on this day I have caused service of this document to Plaintiffs’ counsel at Siegel, Brill, Greupner, Duffy & Foster, P.A., and at Fierst, Pucci & Kane, LLC, and have served by mailing a copy thereof and of this Certificate of Service, enclosed in an envelope, postage prepaid.

Dated: December 7, 2007

s/ Bob Pickle

Ex. U

Subject: Status of 3abn's response to requests to produce

From: Bob

Date: Fri, 04 Jan 2008 13:06:17 -0600

To: Lizette Richards

Ms. Richards:

As you know, I served requests to produce upon 3ABN on November 29, 2007, and upon Danny Shelton on December 7, 2007. While I would not necessarily yet expect a response to my request to Danny Shelton, it is now January 4 and I have yet to receive a response to my request to 3ABN, though it is now 36 days later. What would be the status of plaintiff 3ABN's response?

Obviously, given the plaintiffs' motion for a protective order, some parts of my request are objected to or considered privileged by 3ABN, but 3ABN still has a responsibility to respond in a timely manner and to produce whatever documents are not objected to. See Rule 34(b)(2)(C). Additionally, Judge Saylor made it quite clear in our status conference of December 14, 2007, that discovery would continue despite a pending motion for a protective order.

Documents that clearly could be produced despite the plaintiffs' motion would include the annual financial statements and auditor's reports. Since 3ABN files these documents annually with the Illinois Attorney General, and since 225 ILCS 460 § 2(f) requires these documents to be open to public inspection, they really can't be classified as top secret business materials. I can't think of a reason why the flight records of the corporate jets, and a number of other types of documents would be top secret either.

Now if the plaintiffs are taking the position that everything is a trade secret or confidential, a position that is clearly untenable, or if for some reason their response is not going to be timely, or if objection is going to be made to the larger portion of my requests, then I would request that we have a discovery conference in order to narrow the issues prior to our filing an appropriate motion.

Sincerely,

Bob Pickle, *pro se*

EX0161

5/14/2008 3:19 PM

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No.: 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

**PLAINTIFF 3ABN'S RESPONSES TO DEFENDANT ROBERT PICKLE'S
REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO PLAINTIFF
THREE ANGELS BROADCASTING NETWORK, INC. (FIRST SET)**

TO: Defendant Robert Pickle, *pro se*, 1354 County Highway 21, Halstad, MN 56548

Plaintiff Three Angels Broadcasting Network, Inc. (hereinafter "3ABN" or "Plaintiff") responds to Defendant Robert Pickle's Request for Production of Documents and Things (First Set) as follows:

OBJECTIONS

Unless otherwise indicated, each general objection applies to each Document Request whose response includes a reference to the general objection. The general objection applies to each and every Document Request if the general objection so states. Other objections made in response to specific Document Requests are in addition to the general objections and are made without waiving the general objections. Information provided in response to any Document Request is given without waiving any of the applicable general or specific objections and without waiving the right to supplement, change, or modify these responses at any time.

GENERAL OBJECTION NO. 1.

Plaintiff objects to the Document Request to the extent that it is overly broad, unduly burdensome, vague and general and seeks to impose an unreasonable and undue burden on Defendants.

GENERAL OBJECTION NO. 2.

Plaintiff objects to the Document Request to the extent that it seeks information that is irrelevant to this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence.

GENERAL OBJECTION NO. 3.

Plaintiff objects to the Document Request to the extent that it seeks information that is protected from disclosure pursuant to the attorney/client privilege and/or work product doctrine.

GENERAL OBJECTION NO. 4.

Plaintiff objects to each and every Document Request to the extent that it purports to impose a continuing duty greater than that required by Rule 26 of the Federal Rules of Civil Procedure.

GENERAL OBJECTION NO. 5.

Plaintiff objects to each and every Document Request to the extent that it seeks information or documents obtainable from some other source that is either more convenient, less burdensome, or less expensive as contemplated in Federal Rule of Civil Procedure.

GENERAL OBJECTION NO. 6.

Plaintiff objects to each and every Document Request to the extent that it refers to information or documents not now in Plaintiff's possession, custody or control. To the extent objected to, each Document Request seeks information which is irrelevant and answering it would impose an undue burden on Plaintiff to frame responsive answers.

GENERAL OBJECTION NO. 7.

Plaintiff objects to each and every Document Request to the extent that it calls for a legal conclusion.

GENERAL OBJECTION NO. 8.

Plaintiff objects to the "Definitions" set forth in the Document Requests as vague, overly broad, and assuming facts not in evidence. Specifically, definitions 4, 5, 10, 11, 12, 13, 14, and 16 are objected to on these grounds and answering any requests containing or incorporating these defined terms would impose an undue or impossible burden on Plaintiff to frame responsive answers.

3ABN's RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: All minutes and other documents of the 3ABN Board for the entire length of time of 3BN's existence, and on an ongoing basis.

RESPONSE: Plaintiff objects to this request as overly broad. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information that is not temporally relevant to the instant dispute and is not reasonably calculated to lead to the

discovery of relevant, admissible evidence related to the instant dispute. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 2: All minutes and other documents of all executive committee(s) of 3ABN, or subcommittee(s) of the 3ABN Board that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not included in Request No. 1. If less cumbersome, costly, or time-consuming for You, You may choose to produce all documents of such entities from January 1, 1991, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 3: All minutes and other documents of all 3ABN departmental or division board(s), committee(s), subcommittee(s), or book committee(s), including those of 3BN Books, of 3ABN Music, and of any other departments or divisions, whether domestic or foreign, that pertain to concerns, discussions, investigations, actions or decisions regarding any Plaintiff-related Issues, whatever is not already included in Requests Nos. 1 or 2. If less cumbersome, costly, or time-consuming for You, You may choose to produce all minutes and other documents of such board(s), committee(s), or subcommittee(s) from January 1, 1991, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 4: All reports or correspondence, such as letters, memos, notes, electronic mail, or other communication, or other documents authored, handled, read, reviewed, sent, or received by independent contractors who are relatives of Plaintiff Shelton, or by any 3ABN officer, director, department head, employee, or key employee, or any relative, agent, or

attorney thereof, whether past or present, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, the Defendants, Save3ABN.com, or any internet forum or other website containing concerns or criticism about one or both Plaintiffs, including but not limited to the open letters reported to be sent by Tommy Shelton or Carol Shelton to the Community Church of God in early 2007, the receipt for a pregnancy test purchased in 2004, and the trial transcript of the administrative hearing before Judge Barbara Rowe, whatever is not already included in Requests Nos. 1, 2, or 3. If less cumbersome, costly, or time-consuming for You, You may choose to produce from January 1, 1991, onward all documents for our inspection or copying that are associated in the stated ways to the stated individuals.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff also objects to this Request on the grounds that it seeks documents not in Plaintiff's possession, custody or control. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 5: All corporate documents, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for 3ABN as 3ABN is defined under Definitions, including the originals and all revisions thereof, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and all organizations related to 3ABN, including without limitation all such organizations formed in other countries, and documents identifying all 3ABN-related organization or 3ABN affiliates, whether or not consolidated, whether past or present, including without limitation 3ABN Latino, 3ABN Africa, 3ABN Australia, 3ABN Canada, 3ABN Nigeria, and 3ABN India.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 6: All revisions of employee handbooks pertaining to 3ABN as defined under Definitions, including but not limited to those of departments or divisions, and all

policies pertaining to accounting, finance, fraud, rental or sale of assets or things owned by or donated to 3ABN, and Plaintiff-related Issues. If less cumbersome, costly, or time-consuming for You, You may choose to produce all policies for our inspection or copying, along with all employee handbooks.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 7: All documents containing the 3ABN Story, all documents referencing a promised \$100,000 donation of video equipment by Hal Steenson or his church or ministry, and all documents containing public or private admissions that the promised donation never took place.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 8: All issues of *3ABN World* (or its predecessor newsletter) and *Catch the Vision* from all years of 3ABN's existence, and issues of other periodical-type publications or catalogs from January 1, 1998, to the present, in machine readable format (PDF preferred) when extant, or in readable printed or scanned format otherwise.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, and vague. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 9: For 3ABN as defined under Definitions, from 1998 onward, and for all years such statements were filed with any government entity or official, all financial statements, audited or not, with attached notes, supplementary information, and auditor's report, as applicable, all engagement, management, and management representation letters pertaining to auditor(s), all unredacted Form 990's or other applicable tax returns, including but not limited to those for Three Angels Enterprises, LLC, and Crossbridge Music, Inc., with all supporting schedules, statements, or forms, all documents and records which break down the figures for contributions on these documents into annual or monthly (a) amounts received in exchange for the sale of books, cassettes, videos, CD's, clothing, or other items, (b) amounts arising from charitable gift annuities or revocable trusts, (c) amounts arising from tithe Plaintiff Shelton or any other person (with sufficient detail to identify the amount of tithe coming from Plaintiff Shelton) and (d) amounts arising from contributions of other sorts, all documents that provide a basis for breaking down 3ABN income and expenses by related organization, including without limitation the 3ABN Sound Center, 3ABN Music, 3ABN Books, and 3ABN organizations in foreign countries, and all documents containing all detail associated with revenue and expenses on the Form 990's, financial statements, or related documents, that are categorized as "Auto," "Bad Debt," "Inventory write-down," "Contract Labor," "Contributions receivable," "Cost of goods sold," or "given away" or any variation thereof, "Credit card fees," "Interest" expense, "Love gifts," "Miscellaneous," "Music production," "noncash" contributions, "Other changes in net assets" (line 20 of Form 990), "Other" expenses, "Other revenue," "School subsidy," or "Special projects," whether or not the categories containing expenses of these types are labeled exactly this way.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 10: All documents which demonstrate the reconciled differences between the financial statements and the Form 990's produced under Request No. 9, including the line items comprising Total Assets for 2003, all documents that explain the \$46,158 adjustment to net assets in 1999, that explain the \$3,387,100 investment in land booked in 2002 and the adjustment to its value in 2005, and that explain any other adjustments, all documents that explain the change in accounting for sales of all items other than "satellites" between 2003 and 2004, all documents that give the detail for securities capitalized in 2005, the schedule required by line 54 of the 2005 Form 990, all documents pertaining to opinions or statements regarding independent contractors displaying the characteristics of employees or vice versa, all documents detailing grants, contributions, or payments, all documents or invoices, giving detail or not, for payments made to or received from Gray Hunter Stenn LLP, or any other external

auditor or firm performing auditing, accounting, or other financial services, and all documents pertaining to the dates or amounts of any cash carried overseas.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, vague, and assumes facts not in evidence. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 11: From January 1, 1999 onward, all records or other documents pertaining to contributions to 3ABN from any 3ABN director, officer, or member, whether personally or via DBA's, corporations, trusts, wills annuities, foundations, tax exempt organizations, or any other means, including without limitation records or other documents giving such detail as the amount of each contribution, to whom it was given, and the purpose of the contribution.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks documents not in Plaintiff's possession, custody or control. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 12: From January 1, 1998, onward, for 3ABN as defined under Definitions, organized and enumerated according to the division or entity thereof, if so kept, all documents, which list open bank, investment, credit or charge accounts, which list all employees, volunteers, or independent contractors (including amounts paid), which list all affiliates and their method of accounting, which list all "disqualified persons" in accordance with Internal Revenue Service guidelines, which list all real property holdings identified by parcel number or other means, and which list all individuals who have entered accounting journals to the general ledger

or any sub-ledger systems that update the general ledger activity on a regular basis, all statements for any open bank, investment, credit, or charge accounts, all documents containing charts of accounts, trial balances, account reconciliations for any balance sheet accounts, transaction level detail of gross rental income and expenses, with all associates lease agreements, and transaction level detail of inventory and cost of good sold (or "cost of goods given away" or variation thereof) accounts, all disbursement account and payroll account check registers. All documents pertaining to lists of fixed assets, including without limitation documents giving such detail as asset number, cost, accumulated depreciation, net book value, and physical location, all documents giving explanations for the transactional flows through inventory and fixed asset accounts as a result of annual physical counts and inspections, or documenting that such annual counts or inspections took place, all invoices for legal, investigative, or surveillance expenses, whether or not explicitly stated to be such on the invoice, all documents listing all split interest agreements, including details of their annual valuation adjustment, all documents pertaining to lists of vendors, including without limitation documents giving such detail as vendor name, vendor number, and amount paid by year, all documents pertaining to warehousing, inventorying, or fulfillment services either performed for individuals or entities other than 3ABN or concerning products that 3ABN does not own, and all documents identifying CD's of which Plaintiff Shelton is the producer. If less cumbersome, costly, or time-consuming for You, You may choose to produce all accounting records from January 1, 1998, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 13: All email, correspondence, letters, reports, communications of any type recorded by any device, and all other documents from D. Michael Riva, Tim Neubauer, Nicholas Miller, Garrett L. Boehm, Fierst, Pucci & Kane, LLC, Siegel, Brill, Greupner, Duffy & Foster, P.A., or any other attorney or law firm, including without limitation those which have represented either Plaintiff in any matter since January 1, 2002, identifying the results or review of any audits or investigations, which either give or decline to give a clean bill of health, including without limitation all supporting reports or other documents upon which these law firms or attorneys may have relied.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the

accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 14: All reports, recordings, photographs, and other documents from all private investigative firms employed by or on behalf of either Plaintiff from 1999 onward.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 15: All email, correspondence, recordations, records or recordings of telephone conversations, or other documents that support or do not support the claim that how Seventh-day Adventist church leaders view 3ABN has been negatively impacted by the Defendants or Save3ABN.com, or the claim that church leaders have refused to hear the side of the Plaintiffs, including without limitation documents giving such detail as the name, address, and telephone number of each such church leader, and the date of any such contact.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that, having assumed facts not in evidence, it is vague. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 16: From January 1, 2000, onward, all email, correspondence, recordations, records or recordings of telephone conversations, or other documents pertaining to donors who have reduced or stopped giving, including without limitation documents giving such detail as the names, addresses, and telephone numbers of all such donors, the sums they stopped giving, the reason(s) they stopped giving, and the documented sums given each year for the previous seven years along with the intended purpose each gift was for.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 17: Whether concerning annuities or trusts negotiated or managed by the 3ABN Trust Department or its personnel, all documents describing or listing all charitable gift annuities by state of origin, copies of all required state registrations, the trust services log(s) recording trust services activity since January 1, 2000, all documents for charitable gift annuities originating in the state of Washington or naming Lottie Wiedermann as an annuitant, all invoices paid to Westphal Law Group or Lunsford & Westphal, the trust file of May Chung, and all trust office reports submitted to the corporate office.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 18: All documents pertaining to the accounting procedures, policies (whether written or in practice), usage, or scheduling of the 3ABN Sound Center, and all documents pertaining to the accounting procedures or policies (whether written or in practice) regarding the use, sale, or disposal of donated items or assets, including without limitation the

method of arriving at a fair market value or sales price of each item or asset, and the issuing of receipts to donors or buyers of such items or assets.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 19: All documents pertaining to items buried on 3ABN property, other than electrical, plumbing, sewer, foundation, heating, or cooling, and all invoices, check copies, or other documents associated with the building of the school, gymnasium, and Angel Lane.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 20: All flight records and other documents associated with the purchase, sale, lease, rental, operation, depreciation, or maintenance of any 3ABN owned, leased, or rented aircraft, and all documents or records pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for any of these costs or expenses.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds

that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 21: All records or other documents pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for the cost of legal, investigative, or surveillance expenses incurred since January 1, 2003, including without limitation the examples listed under Plaintiff-related Issue "e."

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 22: All invoices or other documents concerning purchases of books or other items sold, manufactured, authored, produced, patented, inventoried, or copyrighted by any officer, director, employee, key employee, or independent contractor of 3ABN, or relative thereof, or relative of Plaintiff Shelton, whether purchased from that/those individual(s), D & L Publishing, DLS Publishing, Remnant Publications, Pacific Press, Media Opportunities IPTV, or any other individual or entity, and all editions and translations of *Ten Commandments Twice Removed*, including but not limited to that of the first printing.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 23: All records or other documents pertaining to 3ABN eBay.com sales, and to sales to any 3ABN director, officer, independent contractor, employee, or key employee, or any relative thereof, of any donated or purchased items or assets, identifying the donors of (if a donated item or asset) and recipients or buyers of such items or assets, or containing a description of reasonable particularity of such items or assets, or the appraised or recorded value or original price paid or final sales price (whichever of these are applicable to a particular case) of such items or assets, items or assets including but not limited to the piano that sold in 1998 for \$2,000, and any antiques purchased by Shelley Quinn, and all documents pertaining to the calculation of the final sales price for the house sold to Plaintiff Shelton in 1998 as well as proof of payment for that house.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 24: All documents pertaining to statements made by Tommy Shelton, Plaintiff Shelton, or their relatives that relate to care for high blood pressure, heart disease, or any other ailment, but only in regards to ailments attributed to allegations made against either Tommy Shelton or Plaintiff Shelton, including but not limited to all documents pertaining to reimbursement or payment for expenses resulting from or in connection to such ailments.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by HIPAA, the doctor-patient privilege, the attorney-client privilege, or the attorney work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 25: All documents pertaining to assets or cash either donated or sold below fair market value to government entities, including without limitation to towns, cities, and schools.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 26: All documents containing financial information or data not already enumerated that concern any Plaintiff-related Issue, and all documents not yet produced that would be produced in response to any of the above requests (including without limitation Request No. 9) if the end-of-year reports and audits for the current fiscal year were already completed.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 27: All types of phone records or other documents enumerating phone calls made by 3ABN officers from January 1, 2003, onward, whether printed or not, whether detailed or not, whether paid for or reimbursed by 3ABN or not, whether 3ABN is the account holder or not, indexed as to caller or account holder or account, and anything pertaining to discussions, investigation, or decisions regarding these records and documents, or fraction thereof, whatever is not already included in Requests Nos. 1 through 26.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks

proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 28: All documents describing the relationship between 3ABN and the Seventh-day Adventist Church and its various entities, including but not limited to the compensation John Lomacang receives directly or indirectly from 3ABN, all documents establishing Mollie Steenson's membership of and length of tenure on the Executive Committee of the Illinois Conference of Seventh-day Adventists, and all documents consisting of communications, letters, memos, emails, agendas, or minutes arising from this relationship pertaining to Thompsonville Christian School, any other Seventh-day Adventist elementary school, or any campus of Broadview Academy, in regards to sexual misconduct or child molestation allegations, and the presence of any registered or convicted sex offenders on the campus of 3ABN.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 29: All contributions of text or dialogue, including but not limited to postings, publications, messages, or notes, that any director, officer, employee, key employee, independent contractor, or any relative or agent thereof (including but not limited to Gregory Scott Thompson, Ronnie Shelton, or Teresa Shelton) has made to any internet website, including but not limited to any chat-room, private or public discussion forum, blog, or bulletin board, including ClubAdventist.com, AdventistForum.com, BlackSDA.com, Maritime-SDA-Online.org, or ChristianForums.com, or any other website containing discussion about 3ABN, Plaintiff Shelton, the Defendants, Linda Shelton, Save3ABN.com, this litigation, any Plaintiff-related Issue, or any individual involved in any Plaintiff-related Issue, and any reports made by, record of payments made to, or correspondence to and from such individuals, whether direct or indirect, that are related in any way to any such contribution they have made to any such site.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably

calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 30: All documents provided to, created by, or otherwise relied upon by any expert you have retained or intend to retain, consulted or intended to consult, or expect to call at the trial of this matter related to the subject matter of the instant dispute or to any impression or opinion held by the expert.

RESPONSE: Plaintiff objects to this request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request. Plaintiff acknowledges its obligation to disclose the expert witnesses it intends to call at trial and will do so, if and when such experts are retained, in compliance with the Federal Rules of Civil Procedure and the Case Management Order of the Court.

REQUEST NO. 31: All documents, including recordings, statements, affidavits, notes or other documents setting forth, summarizing or memorializing any interview, examination, interrogation, discussion, or other communication with any person or entity concerning the subject matter of the instant dispute, the current litigation, or any Plaintiff-related Issue.

RESPONSE: Plaintiff objects to this request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, vague, and assumes facts not in evidence. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 32: All documents, including but not limited to documents pertaining to agreements, discussions, meetings, or minutes of meetings, regarding the anticipated merger with Amazing Facts, whether past or present, including suggestions, ideas, plans, or decisions about a constituency, and ASI or the McNeilus family's involvement with any aspect therewith.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it

seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 33: All applications filed with the Federal Communications Commission, and all correspondence and documents pertaining to those applications and to the decisions made regarding those applications, all documents pertaining to the purchase or sale of television or radio stations, including without limitation board actions if not already produced, and all documents pertaining to the permit acquired by Yoneide Dinzey for K16E1 (later called KYUM) and to its sale to 3ABN by Yoneide Dinzey and then by 3ABN to Tiger Eye Broadcasting.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 34: All photographs (digital or film), slides, videotapes, films, moving pictures, DVD's, CD's, CD-ROM., MP3' s, cassettes, or other types of audio or video representations in Your possession pertaining to the 3ABN Story, to the instant dispute, to Plaintiff-related Issues, to the Defendants, to Save3ABN.com, to any internet forum or other website containing concerns or criticism about one or both Plaintiffs, or to allegations made against Linda Shelton since January 1, 2004, whether prior or after her dismissal, including but not limited to any photographs of a watch or watches, certain camp meeting broadcasts of May 2004, 3ABN Today LIVE broadcasts of August 10 and December 31, 2006, and February 15, 2007 (to ensure that Defendants' copies and Plaintiffs' copies are identical), any and all recordings of phone conversations of Linda Shelton or Arild Abrahamsen, any and all audio- or video-recorded evidence against Linda Shelton, including but not limited to the audio recording referred to by Hal Steenson, Plaintiff Shelton, and Harold Lance, and the video recording referred to by Kenneth Denslow on October 23, 2006, all documents referring to such audio and video recordings or the individuals who saw or heard them, all broadcasts in which Linda Shelton referred to a newfound friend or sent anyone secret messages, all broadcasts in which any allegations pertaining to

Plaintiff-related Issues were referred to explicitly or through innuendo, and any broadcasts or recordings that will be used for the Plaintiff's case.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 35: Unredacted copies of all emails or other documents attached to the Affidavit of Mollie Steenson of May 9, 2007, all documents of any type that support the allegations of that Affidavit or of other court filings in the instant dispute, including but not limited to documents supporting the allegations that disparaging commentary first erupted on the internet in June 2006 as alleged by that Affidavit's ¶ 4 (or around July 2006 as alleged by ¶ 3 of the Affidavit of Larry Ewing of May 9, 2007), that donations began to decline in June 2006 as alleged in that Affidavit's ¶ 4 (or in July 2006 as alleged by ¶ 8 of the Affidavit of Larry Ewing), that donors have stopped donating to 3ABN specifically because of rumors pasted on Save3ABN.com, as alleged in that Affidavit's ¶ 5, that Save3ABN.com was the source of any information in the letter published by *Adventist Today*, referred to in that Affidavit's ¶¶ 6-8, other than the child molestation and sexual misconduct allegations against Tommy Shelton, that the individual referred to in that Affidavit's ¶ 8 was indeed a supporter of 3ABN, that demonstrates Save3ABN.com's role in persuading the South Pacific Division of Seventh-day Adventists to enact the moratorium referred to in that Affidavit's ¶ 9, that either Defendant had any knowledge of or involvement in the distribution of the postcards referred to in that Affidavit's ¶ 10, that 3ABN supporters have been confused as to the affiliation of Save3ABN.com as alleged in that Affidavit's ¶ 11, and that Save3ABN.com contains documents that have been edited and commented upon in ways that lead the reader to inaccurate and defamatory conclusions, or that lead the reader to conclude that the original author maintained something by those documents that he or she in effect did not, claims made in ¶ 12 of that Affidavit, and all other emails that support or do not support the positions taken in any 3ABN or Plaintiff Shelton's court filings, whatever has not already been produced in response to Requests Nos. 1 through 34.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 36: All documents which You intend to use at trial or which are relevant to documents which You intend to use at trial, that are not already requests in Requests Nos. 1 through 35.

RESPONSE: Plaintiff has not yet determined which document(s) it intends to use at the trial of this matter and currently has no documents responsive to this Request. Plaintiff acknowledges its obligation to disclose its intended trial exhibits and will do so in Compliance with the Federal Rules of Civil Procedure and the Case Management Order of the Court.

ACKNOWLEDGMENT

Plaintiff acknowledges its ongoing obligation to supplement its Responses to Defendant Robert Pickle's Requests for Production of Documents and Things to Plaintiff Three Angels Broadcasting Network (First Set) pursuant to Federal Rule of Civil Procedure 26(e).

Respectfully Submitted:

Dated: January 9, 2008

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Broadcasting Network, Inc. and

Danny Shelton

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No.: 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

**PLAINTIFF DANNY SHELTON'S RESPONSES TO DEFENDANT ROBERT PICKLE'S
REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS TO PLAINTIFF
DANNY SHELTON (FIRST SET)**

TO: Defendant Robert Pickle, *pro se*, 1354 County Highway 21, Halstad, MN 56548

Plaintiff Danny Lee Shelton (hereinafter "Shelton" or "Plaintiff") responds to Defendant Robert Pickle's Request for Production of Documents and Things (First Set) as follows:

OBJECTIONS

Unless otherwise indicated, each general objection applies to each Document Request whose response includes a reference to the general objection. The general objection applies to each and every Document Request if the general objection so states. Other objections made in response to specific Document Requests are in addition to the general objections and are made without waiving the general objections. Information provided in response to any Document Request is given without waiving any of the applicable general or specific objections and without waiving the right to supplement, change, or modify these responses at any time.

GENERAL OBJECTION NO. 1.

Plaintiff objects to the Document Request to the extent that it is overly broad, unduly burdensome, vague and general and seeks to impose an unreasonable and undue burden on Defendants.

GENERAL OBJECTION NO. 2.

Plaintiff objects to the Document Request to the extent that it seeks information that is

irrelevant to this lawsuit and is not reasonably calculated to lead to the discovery of admissible evidence.

GENERAL OBJECTION NO. 3.

Plaintiff objects to the Document Request to the extent that it seeks information that is protected from disclosure pursuant to the attorney/client privilege and/or work product doctrine.

GENERAL OBJECTION NO. 4.

Plaintiff objects to each and every Document Request to the extent that it purports to impose a continuing duty greater than that required by Rule 26 of the Federal Rules of Civil Procedure.

GENERAL OBJECTION NO. 5.

Plaintiff objects to each and every Document Request to the extent that it seeks information or documents obtainable from some other source that is either more convenient, less burdensome, or less expensive as contemplated in Federal Rule of Civil Procedure.

GENERAL OBJECTION NO. 6.

Plaintiff objects to each and every Document Request to the extent that it refers to information or documents not now in Plaintiff's possession, custody or control. To the extent objected to, each Document Request seeks information which is irrelevant and answering it would impose an undue burden on Plaintiff to frame responsive answers.

GENERAL OBJECTION NO. 7.

Plaintiff objects to each and every Document Request to the extent that it calls for a legal conclusion.

GENERAL OBJECTION NO. 8.

Plaintiff objects to the "Definitions" set forth in the Document Requests as vague, overly broad, and assuming facts not in evidence. Specifically, definitions 4, 5, 10, 11, 12, 13, 14, and 16 are objected to on these grounds and answering any requests containing these defined terms would impose an undue or impossible burden on Plaintiff to frame responsive answers.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: All minutes and other documents of the 3ABN Board for the entire length of time of 3ABN's existence, and on an ongoing basis.

RESPONSE: Plaintiff objects to this request as overly broad. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information that is not temporally relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made

available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 2: All minutes and other documents of all executive committee(s) of 3ABN, or subcommittee(s) of the 3ABN Board that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not included in Request No. 1. If less cumbersome, costly, or time-consuming for You, You may choose to produce all documents of such entities from January 1, 1991, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 3: All minutes and other documents of all 3ABN departmental or division board(s), committee(s), subcommittee(s), or book committee(s), including those of 3ABN Books, of 3ABN Music, and of any other departments or divisions, whether domestic or foreign, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not already included in Requests Nos. 1 or 2. If less cumbersome, costly, or time-consuming for You, You may choose to produce all minutes and other documents of such board(s), committee(s), or subcommittee(s) from January 1, 1991, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 4: All reports or correspondence, such as letters, memos, notes, electronic mail, or other communication, or other documents authored, handled, read, reviewed, sent, or received by independent contractors who are relatives of Plaintiff Shelton, or by any 3ABN officer, director, department head, employee, or key employee, or any relative, agent, or attorney thereof, whether past or present, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, the Defendants, Save3ABN.com, or any internet forum or other website containing concerns or criticism about one or both Plaintiffs,

including but not limited to the open letters reported to be sent by Tommy Shelton or Carol Shelton to the Community Church of God in early 2007, the receipt for a pregnancy test purchased in 2004, and the trial transcript of the administrative hearing before Judge Barbara Rowe, whatever is not already included in Requests Nos. 1, 2, or 3. If less cumbersome, costly, or time-consuming for You, You may choose to produce from January 1, 1991, onward all documents for our inspection or copying that are associated in the stated ways to the stated individuals.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff also objects to this Request on the grounds that it seeks documents not in Plaintiff's possession, custody or control. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 5: All corporation documents, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for 3ABN as 3ABN is defined under Definitions, including the originals and all revisions thereof, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and all organizations related to 3ABN, including without limitation all such organizations formed in other countries, and documents identifying all 3ABN-related organizations or 3ABN affiliates, whether or not consolidated, whether past or present, including without limitation 3ABN Latino, 3ABN Africa, 3ABN Australia, 3ABN Canada, 3ABN Nigeria, and 3ABN India.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 6: All revisions of employee handbooks pertaining to 3ABN as defined under Definitions, including but not limited to those of departments or divisions, and all policies pertaining to accounting, finance, fraud, rental or sale of assets or things owned by or donated to 3ABN, and Plaintiff-related Issues. If less cumbersome, costly, or time-consuming for You, You may choose to produce all policies for our inspection or copying, along with all employee handbooks.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 7: All documents containing the 3ABN Story, all documents referencing a promised \$100,000 donation of video equipment by Hal Steenson or his church or ministry, and all documents containing public or private admissions that the promised donation never took place.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 8: All issues of *3ABN World* (or its predecessor newsletter) and *Catch the Vision* from all years of 3ABN's existence, and issues of other periodical-type publications or catalogs from January 1, 1998, to the present, in machine readable format (PDF preferred) when extant, or in readable printed or scanned format otherwise.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, and vague. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 9: For 3ABN as defined under Definitions, from 1998 onward, and for all years such statements were filed with any government entity or official, all financial statements, audited or not, with attached notes, supplementary information, and auditor's report, as applicable, all engagement, management, and management representation letters pertaining to auditor(s), all unredacted Form 990's (or other applicable tax returns, including but not limited to those for Three Angels Enterprises, LLC, and Crossbridge Music, Inc.), with all supporting schedules, statements, or forms, all documents and records which break down the figures for

contributions on these documents into annual or monthly (a) amounts received in exchange for the sale of books, cassettes, videos, CD's, clothing, or other items, (b) amounts arising from charitable gift annuities or revocable trusts, (c) amounts arising from tithe from Plaintiff Shelton or any other person (with sufficient detail to identify the amount of tithe coming from Plaintiff Shelton), and (d) amounts arising from contributions of other sorts, all documents that provide a basis for breaking down 3ABN income and expenses by related organization, including without limitation the 3ABN Sound Center, 3ABN Music, 3ABN Books, and 3ABN organizations in foreign countries, and all documents containing all detail associated with all revenue and expenses on the Form 990's, financial statements, or related documents, that are categorized as "Auto," "Bad debt," "Inventory write-down," "Contract labor," "Contributions receivable," "Cost of goods sold" or "given away" or any variation thereof, "Credit card fees," "Interest" expense, "Love gifts," "Miscellaneous," "Music production," "noncash" contributions, "Other changes in net assets" (line 20 of Form 990), "Other" expenses, "Other revenue," "School subsidy," or "Special projects," whether or not the categories containing expenses of these types are labeled exactly this way.

RESPONSE: Plaintiff objects to this request as overly broad, unduly burdensome, assuming facts not in evidence, vague, and argumentative. Plaintiff also objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff also objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant documents responsive to this request will be made available, subject to a confidentiality agreement or a protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 10: All documents which demonstrate the reconciled differences between the financial statements and the Form 990's produced under Request No. 9, including the line items comprising Total Assets for 2003, all documents that explain the \$46,158 adjustment to net assets in 1999, that explain the \$3,387,100 investment in land booked in 2002 and the adjustment to its value in 2005, and that explain any other adjustments, all documents that explain the change in accounting for sales of all items other than "satellites" between 2003 and 2004, all documents that give the detail for securities capitalized in 2005, the schedule required by line 54 of the 2005 Form 990, all documents pertaining to opinions or statements regarding independent contractors displaying the characteristics of employees or vice versa, all documents detailing grants, contributions, or payments made by ASI or its directors or officers to 3ABN, or requests for such grants, contributions, or payments, all documents or invoices, giving detail or not, for payments made to or received from Gray Hunter Stenn LLP, or any other external auditor or firm performing auditing, accounting, or other financial services, and all documents pertaining to the dates or amounts of any cash carried overseas.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business

information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, vague, and assumes facts not in evidence. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 11: From January 1, 1999, onward, all records or other documents pertaining to contributions to 3ABN from any 3ABN director, officer, or member, whether personally or via DBA's, corporations, trusts, wills, annuities, foundations, tax exempt organizations, or any other means, including without limitation records or other documents giving such detail as the amount of each contribution, to whom it was given, and the purpose of the contribution.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks documents not in Plaintiff's possession, custody or control. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 12: From January 1, 1998, onward, for 3ABN as defined under Definitions, organized and enumerated according to the division or entity thereof, if so kept, all documents which list open bank, investment, credit, or charge accounts, which list all employees, volunteers, or independent contractors (including amounts paid), which list all affiliates and their method of accounting, which list all "disqualified persons" in accordance with Internal Revenue Service guidelines, which list all real property holdings identified by parcel number or other means, and which list all individuals who have entered accounting journals to the general ledger or any sub-ledger systems that update the general ledger activity on a regular basis, all statements for any open bank, investment, credit, or charge accounts, all documents containing charts of accounts, trial balances, account reconciliations for any balance sheet accounts, transaction level detail of gross rental income and expenses, with all associated lease agreements, and transaction level detail of inventory and cost of goods sold (or "cost of goods given away" or variation thereof) accounts, all disbursement account and payroll account check registers, all documents pertaining to lists of fixed assets, including without limitation documents giving such detail as asset number, cost, accumulated depreciation, net book value, and physical location, all

documents giving explanations for the transactional flows through inventory, cost of goods sold (or "cost of goods given away" or variation thereof), or royalty expense accounts, and giving figures of or explanations for all accounting adjustments made to inventory and fixed asset accounts as a result of annual physical counts and inspections, or documenting that such annual counts or inspections took place, all invoices for legal, investigative, or surveillance expenses, whether or not explicitly stated to be such on the invoice, all documents listing all split interest agreements including details of their annual valuation adjustments, all documents pertaining to lists of vendors, including without limitation documents giving such detail as vendor name, vendor number, and amount paid by year, all documents pertaining to warehousing, inventorying, or fulfillment services either performed for individuals or entities other than 3ABN or concerning products that 3ABN does not own, and all documents identifying CD's of which Plaintiff Shelton is the producer. If less cumbersome, costly, or time-consuming for You, You may choose to produce all accounting records from January 1, 1998, onward for our inspection or copying.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 13: All email, correspondence, letters, reports, communications of any type recorded by any device, and all other documents from D. Michael Riva, Tim Neubauer, Nicholas Miller, Garrett L. Boehm, Fierst, Pucci & Kane, LLC, Siegel, Brill, Greupner, Duffy & Foster, P.A., or any other attorney or law firm, including without limitation those which have represented either Plaintiff in any matter since January 1, 2002, identifying the results or review of any audits or investigations, which either give or decline to give a clean bill of health, including without limitation all supporting reports or other documents upon which these law firms or attorneys may have relied.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is not relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 14: All reports, recordings, photographs, and other documents from all private investigative firms employed by or on behalf of either Plaintiff from 1999 onward.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 15: All email, correspondence, recordations, records or recordings of telephone conversations, or other documents that support or do not support the claim that how Seventh-day Adventist church leaders view 3ABN has been negatively impacted by the Defendants or Save3ABN.com, or the claim that church leaders have refused to hear the side of the Plaintiffs, including without limitation documents giving such detail as the name, address, and telephone number of each such church leader, and the date of any such contact.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that, having assumed facts not in evidence, it is vague. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 16: From January 1, 2000, onward, all email, correspondence, recordation, records or recordings of telephone conversations, or other documents pertaining to donors who have reduced or stopped giving, including without limitation documents giving such detail as the names, addresses, and telephone numbers of all such donors, the sums they stopped giving, the reason(s) they stopped giving, and the documented sums given each year for the previous seven years along with the intended purpose each gift was for.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome. Plaintiff further objects to this Request on the grounds that it seeks

proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 17: Whether concerning annuities or trusts negotiated or managed by the 3ABN Trust Department or its personnel, all documents describing or listing all charitable gift annuities by state of origin, copies of all required state registrations, the trust services log(s) recording trust services activity since January 1, 2000, all documents for charitable gift annuities originating in the state of Washington or naming Lottie Wiedermann as an annuitant, all invoices paid to Westphal Law Group or Lunsford & Westphal, the trust file of May Chung, and all trust office reports submitted to the corporate office.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, the accountant-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 18: All documents pertaining to the accounting procedures, policies (whether written or in practice), usage, or scheduling of the 3ABN Sound Center, and all documents pertaining to the accounting procedures or policies (whether written or in practice) regarding the use, sale, or disposal of donated items or assets, including without limitation the method of arriving at a fair market value or sales price of each item or asset, and the issuing of receipts to donors or buyers of such items or assets.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made

available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 19: All documents pertaining to items buried on 3ABN property, other than electrical, plumbing, sewer, foundation, heating, or cooling, and all invoices, check copies, or other documents associated with the building of the school, gymnasium, and Angel Lane.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 20: All flight records and other documents associated with the purchase, sale, lease, rental, operation, depreciation, or maintenance of any 3ABN owned, leased, or rented aircraft, and all documents or records pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for any of these costs or expenses.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 21: All records or other documents pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for the cost of legal, investigative, or surveillance expenses incurred since January 1, 2003, including without limitation the examples listed under Plaintiff-related Issue "e."

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 22: All invoices or other documents concerning purchases of books or other items sold, manufactured, authored, produced, patented, inventoried, or copyrighted by any officer, director, employee, key employee, or independent contractor of 3ABN, or relative thereof, or relative of Plaintiff Shelton, whether purchased from that/those individual(s), D & L Publishing, DLS Publishing, Remnant Publications, Pacific Press, Media Opportunities IPTV, or any other individual or entity, and all editions and translations of Ten Commandments Twice Removed, including but not limited to that of the first printing.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 23: All records or other documents pertaining to 3ABN eBay.com sales, and to sales to any 3ABN director, officer, independent contractor, employee, or key employee, or any relative thereof, of any donated or purchased items or assets, identifying the donors of (if a donated item or asset) and recipients or buyers of such items or assets, or containing a description of reasonable particularity of such items or assets, or the appraised or recorded value or original price paid or final sales price (whichever of these are applicable to a particular case) of such items or assets, items or assets including but not limited to the piano that sold in 1998 for \$2,000, and any antiques purchased by Shelley Quinn, and all documents pertaining to the calculation of the final sales price for the house sold to Plaintiff Shelton in 1998 as well as proof of payment for that house.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 24: All documents pertaining to statements made by Tommy Shelton, Plaintiff Shelton, or their relatives that relate to care for high blood pressure, heart disease, or any other ailment, but only in regards to ailments attributed to allegations made against either Tommy Shelton or Plaintiff Shelton, including but not limited to all documents pertaining to reimbursement or payment for expenses resulting from or in connection to such ailments.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by HIPAA, the doctor-patient privilege, the attorney-client privilege, or the attorney work-product doctrine. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 25: All documents pertaining to assets or cash donated to government entities, including without limitation towns, cities, and schools.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 26: All documents containing financial information or data not already enumerated that concern any Plaintiff-related Issue, and all documents not yet produced that would be produced in response to any of the above requests (including without limitation Request No. 9) if the end-of-year reports and audits for the current fiscal year were already completed.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege, accountant-client privilege, or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 27: All types of phone records or other documents enumerating phone calls made by 3ABN officers from January 1, 2003, onward, whether printed or not, whether detailed or not, whether paid for or reimbursed by 3ABN or not, whether 3ABN is the account holder or not, indexed as to caller or account holder or account, and anything pertaining to discussions, investigation, or decisions regarding these records and documents, or fraction thereof, whatever is not already included in Requests Nos. 1 through 26.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 28: All documents describing the relationship between 3ABN and the Seventh-day Adventist Church and its various entities, including but not limited to the compensation John Lomacang receives directly or indirectly from 3ABN, all documents establishing Mollie Steenson's membership of and length of tenure on the Executive Committee of the Illinois Conference of Seventh-day Adventists, and all documents consisting of communications, letters, memos, emails, agendas, or minutes arising from this relationship pertaining to Thompsonville Christian School, any other Seventh-day Adventist elementary school, or any campus of Broadview Academy, in regards to sexual misconduct or child molestation allegations, and the presence of any registered or convicted sex offenders on the

campus of 3ABN.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 29: All contributions of text or dialogue, including but not limited to postings, publications, messages, or notes, that any director, officer, employee, key employee, independent contractor, or any relative or agent thereof (including but not limited to Gregory Scott Thompson, Ronnie Shelton, or Teresa Shelton) has made to any internet website, including but not limited to any chat-room, private or public discussion forum, blog, or bulletin board, including ClubAdventist.com, AdventistForum.com, BlackSDA.com, Maritime-SDA-Online.org, or ChristianForums.com, or any other website containing discussion about 3ABN, Plaintiff Shelton, the Defendants, Linda Shelton, Save3ABN.com, this litigation, any Plaintiff-related Issue, or any individual involved in any Plaintiff-related Issue, and any reports made by, record of payments made to, or correspondence to and from such individuals, whether direct or indirect, that are related in any way to any such contribution they have made to any such site.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 30: All documents provided to, created by, or otherwise relied upon by any expert you have retained or intend to retain, consulted or intended to consult, or expect to call at the trial of this matter related to the subject matter of the instant dispute or to any impression or opinion held by the expert.

RESPONSE: Plaintiff objects to this request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad.

Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request. Plaintiff acknowledges its obligation to disclose the expert witnesses it intends to call at trial and will do so, if and when such experts are retained, in compliance with the Federal Rules of Civil Procedure and the Case Management Order of the Court.

REQUEST NO. 31: All documents, including recordings, statements, affidavits, notes or other documents setting forth, summarizing or memorializing any interview, examination, interrogation, discussion, or other communication with any person or entity concerning the subject matter of the instant dispute, the current litigation, or any Plaintiff-related Issue.

RESPONSE: Plaintiff objects to this request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, vague, and assumes facts not in evidence. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 32: All documents, including but not limited to documents pertaining to agreements, discussions, meetings, or minutes of meetings, regarding the anticipated merger with Amazing Facts, whether past or present, including suggestions, ideas, plans, or decisions about a constituency, and ASI or the McNeilus family's involvement with any aspect therewith.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome, and vague. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 33: All applications filed with the Federal Communications Commission, and all correspondence and documents pertaining to those applications and to the decisions made regarding those applications, all documents pertaining to the purchase or sale of television or radio stations, including without limitation board actions if not already produced, and all documents pertaining to the permit acquired by Yoneide Dinzey for K16EI (later called KYUM) and to its sale to 3ABN by Yoneide Dinzey and then by 3ABN to Tiger Eye Broadcasting.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably

calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks information not in Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine(s). Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 34: All photographs (digital or film), slides, videotapes, films, moving pictures, DVD's, CD's, CD-ROM, MP3's, cassettes, or other types of audio or video representations in Your possession pertaining to the 3ABN Story, to the instant dispute, to Plaintiff-related Issues, to the Defendants, to Save3ABN.com, to any internet forum or other website containing concerns or criticism about one or both Plaintiffs, or to allegations made against Linda Shelton since January 1, 2004, whether prior or after her dismissal, including but not limited to any photographs of a watch or watches, certain camp meeting broadcasts of May 2004, 3ABN Today LIVE broadcasts of August 10 and December 31, 2006, and February 15, 2007 (to ensure that Defendants' copies and Plaintiffs' copies are identical), any and all recordings of phone conversations of Linda Shelton or Arild Abrahamsen, any and all audio- or video-recorded evidence against Linda Shelton, including but not limited to the audio recording referred to by Hal Steenson, Plaintiff Shelton, and Harold Lance, and the video recording referred to by Kenneth Denslow on October 23, 2006, all documents referring to such audio and video recordings or the individuals who saw or heard them, all broadcasts in which Linda Shelton referred to a newfound friend or sent anyone secret messages, all broadcasts in which any allegations pertaining to Plaintiff-related Issues were referred to explicitly or through innuendo, and any broadcasts or recordings that will be used for the Plaintiffs case.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Plaintiff further objects to this Request on the grounds that it is overly broad, unduly burdensome and vague. Due to the vagueness, overbreadth, and factually assumptive content of the request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 35: Unredacted copies of all emails or other documents attached to the Affidavit of Mollie Steenson of May 9, 2007, all documents of any type that support the allegations of that Affidavit or of other court filings in the instant dispute, including but not limited to documents supporting the allegations that disparaging commentary first erupted on the internet in June 2006 as alleged by that Affidavit's ¶ 4 (or around July 2006 as alleged by ¶ 3 of the Affidavit of Larry Ewing of May 9, 2007), that donations began to decline in June 2006 as

alleged in that Affidavit's ¶ 4 (or in July 2006 as alleged by ¶ 8 of the Affidavit of Larry Ewing), that donors have stopped donating to 3ABN specifically because of rumors posted on Save3ABN.com, as alleged in that Affidavit's ¶ 5, that Save3ABN.com was the source of any information in the letter published by *Adventist Today*, referred to in that Affidavit's ¶¶ 6-8, other than the child molestation and sexual misconduct allegations against Tommy Shelton, that the individual referred to in that Affidavit's ¶ 8 was indeed a supporter of 3ABN, that demonstrates Save3ABN.com's role in persuading the South Pacific Division of Seventh-day Adventists to enact the moratorium referred to in that Affidavit's ¶ 9, that either Defendant had any knowledge of or involvement in the distribution of the postcards referred to in that Affidavit's ¶ 10, that 3ABN supporters have been confused as to the affiliation of Save3ABN.com as alleged in that Affidavit's ¶ 11, and that Save3ABN.com contains documents that have been edited and commented upon in ways that lead the reader to inaccurate and defamatory conclusions, or that lead the reader to conclude that the original author maintained something by those documents that he or she in effect did not, claims made in ¶ 12 of that Affidavit, and all other emails that support or do not support the positions taken in any of 3ABN or Plaintiff Shelton's court filings, whatever has not already been produced in response to Requests Nos. 1 through 34.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information protected from disclosure by the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it seeks proprietary trade secret or highly confidential business information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 36: All documents which You intend to use at trial or which are relevant to documents which You intend to use at trial, that are not already requested in Requests Nos. 1 through 35.

RESPONSE: Plaintiff has not yet determined which document(s) it intends to use at the trial of this matter and currently has no documents responsive to this Request. Plaintiff acknowledges its obligation to disclose its intended trial exhibits and will do so in Compliance with the Federal Rules of Civil Procedure and the Case Management Order of the Court.

REQUESTS DIRECTED TO PLAINTIFF SHELTON

REQUEST NO. 37: From January 1, 1998, onward, all corporation documents, including the originals and all revisions thereof, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for any organizations over which You exercised control except for 3ABN, including without limitation DLS Publishing, and all minutes and other documents of the boards or committees of any such organizations.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information

that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks highly confidential, personal financial information. Plaintiff further objects to this Request on the grounds that it is unduly burdensome, harassing and embarrassing. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 38: From January 1, 1998, onward, for Plaintiff Shelton, D & L Publishing, DLS Publishing, or any DBA or corporation over which you have exercised control (other than 3ABN), all financial statements, all tax returns (including all required or filed forms, schedules, and worksheets), all financial and accounting records, all bank statements or records (including without limitation statements or records for any investment accounts, savings accounts, or insurance accounts, or any other accounts which give such detail as amount(s) deposited or withdrawn, or an ongoing statement of value), and all credit or charge account statements or records (including without limitation statements or records for any credit cards, charge cards, loans, mortgages, or collateral arrangements, or any other statements or records which give such detail as amount(s) withdrawn, purchase(s) or payment(s) made, or an ongoing statement of amount owed).

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks highly confidential, personal financial information. Plaintiff further objects to this Request on the grounds that it is unduly burdensome, harassing and embarrassing. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this Request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 39: All proofs of payment for the house You purchased from 3ABN in 1998, all proofs of receipt or payment of the loans or mortgages You acquired from Merlin Fjarli or the Fjarli Foundation, and that You gave to Jim Gilley, and all proofs of payment to 3ABN for any services or merchandise 3ABN has, whether directly or indirectly, paid on Your behalf or given to You.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it seeks highly confidential, personal financial information. Plaintiff further objects to this Request on the grounds that it is unduly burdensome, harassing and embarrassing. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this Request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 40: All documents containing or pertaining to evidence of Linda Shelton's adultery, whether "spiritual" or physical, including without limitation audio or video recordings, phone records of any sort (whether printed or handwritten or otherwise), correspondence, letters, and email.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that the information requested is protected from disclosure by the marital privilege, the attorney-client privilege or the accompanying work-product doctrine. Plaintiff further objects to this Request on the grounds that it is unduly burdensome, harassing and embarrassing. Notwithstanding and without waiving these objections, Plaintiff has no relevant, non-privileged documents responsive to this request.

REQUEST NO. 41: All documents pertaining to the child molestation and sexual misconduct allegations against Tommy Shelton.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it is overly broad and vague. Due to the overbreadth and vagueness of the Request, Plaintiff is unable to formulate a reasonable response.

REQUEST NO. 42: From January 1, 1998, onward, all documents pertaining to any items or assets previously donated to or owned by 3ABN that are or were subsequently in the possession of You or one of Your relatives.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it is overly broad and vague. Plaintiff further objects to this Request on the grounds that it seeks highly confidential, personal financial information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 43: All invoices or other documents regarding materials or labor pertaining to any home you have lived in since 3ABN was founded.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it is vague, overly broad and unduly

burdensome. Plaintiff further objects to this Request on the grounds that it seeks highly confidential, personal financial information. Notwithstanding and without waiving these objections, any relevant non-privileged documents responsive to this request will be made available, subject to a confidentiality agreement or protective order of the court, for Defendant Pickle's inspection at a date and time to be mutually agreed upon by the parties.

REQUEST NO. 44: All emails authored or received by, or identified by email headers as "From" or "To" Plaintiff Shelton, not subject to attorney-client privilege, including without limitation those generated from any computer used by Plaintiff Shelton, whether such computer be in a 3ABN or home office, or whether it be any of the laptops that he has owned since 1999, or whether it be any other computer, regardless of from what user names or accounts such emails were generated, including without limitation any EarthLink account, that were sent to or received from any 3ABN officer, director, employee, volunteer, viewer, supporter, or detractor, or any ASI officer or director, or any relative of Plaintiff Shelton, or any other person not otherwise included herein, that pertain to any Plaintiff-related issue, the Defendants, or the subject matter of the instant dispute, or that do or do not support the position or positions of the Plaintiffs.

RESPONSE: Plaintiff objects to this Request on the grounds that it seeks information that is neither temporally nor substantively relevant to the instant dispute and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the instant dispute. Plaintiff further objects to this Request on the grounds that it is vague, overly broad and unduly burdensome. Plaintiff further objects to this Request on the grounds that it seeks highly confidential business information. Due to the overbreadth and vagueness of the Request, Plaintiff is unable to formulate a reasonable response.

ACKNOWLEDGMENT

Plaintiff acknowledges its ongoing obligation to supplement its Responses to Defendant Robert Pickle's Requests for Production of Documents and Things to Plaintiff Danny Shelton (First Set) pursuant to Federal Rule of Civil Procedure 26(e).

Respectfully Submitted:


Dated: January 9, 2008

FIERST, PUCCI & KANE, LLP

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**Attorneys for Plaintiffs Three Angels
Broadcasting Network, Inc. and
Danny Shelton**

Ex. Y

Subject: Re: Response regarding a proposed confidentiality agreement
From: Bob
Date: Thu, 24 Jan 2008 18:21:44 -0600
To: Jerrie Hayes
CC: "G. Arthur Joy"

Ms. Hayes:

I already gave you something new, unless I missed your telling me that you had already presented my proposal to your client. And unless I missed that, your statement is another mischaracterization of the situation.

I have not passed the buck. I have merely asked if they are willing to consider my proposal before I start drafting an agreement. Another mischaracterization. Is there another attorney I should be conversing with who will refrain from misinterpreting what I have said?

In camera review does not allow us to verify the information we need to verify, and it would be inappropriate to cross examine at trial the judge who did such a review.

The issues at stake are important enough that I would want to reserve the right to verify every donor, not just do a random sampling.

I would not call this dialog "good faith efforts," since I have repeatedly presented you with a proposal that would safeguard the donor's identity, but you refuse to acknowledge that fact. But very well. If you choose to break off negotiations and refuse to verify that your client is willing to consider my proposal, then that's the way it is. I can't force you to negotiate in good faith if both you and your colleagues refuse to do so.

Bob Pickle

Jerrie Hayes wrote:

Mr. Pickle;

Not having been employed by or, to my knowledge, having even visited 3ABN, your charge that 3ABN maintains a culture of lying is nothing more than a second-hand opinion, not an evidentiary fact that would EVER hold up in court. If your comments constituted an effort to "prove" a need to verify 3ABN's donor reports, you have failed miserably.

I am done with your efforts to "pass the buck" and lay all the responsibility for the creation of what is supposed to be a MUTUAL confidentiality agreement on the Plaintiffs' shoulders. I will not go back to my clients without something new. It is Defendants' turn to make a complete, written proposal for a confidentiality agreement. Period.

If former contributors have come to you, willing to provide you with their donor information, 3ABN cannot ask you to keep that confidential as the donors themselves have waived their confidentiality. But Plaintiffs intend to respect the donors' confidentiality and will not disclose that information—even to you—without safeguards. I have proposed two options (in camera review or random sampling) in an effort to compromise on the issue and meet with your (as yet not established) need for data verification.

By your email you appear to be rejecting both those ideas, in which case the ball would be in your court to either propose—as part of a complete, written draft confidentiality agreement—a means of obtaining the verification you feel you need, while safeguarding the confidentiality of the donors' identities, or ending the negotiations here and now, since my client's position on the sanctity of the donor information is not going to change. But since I have three times asked you to make that choice, and since you have three times refused to do so, I believe our good faith efforts towards resolution have concluded.

Jerrie Hayes

From: Bob
Sent: Thursday, January 24, 2008 4:11 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

Ms. Hayes:

I never assumed that your proposal provided us with actual donor names, and I would think you would realize that. My proposal did that. Yours never has. Furthermore, if you cannot properly state what I have said, please either refrain from such attempts, or direct me to a different attorney who has an easier time grasping what is being said.

The idea of publishing confidential information, from what I recall, was placed on the table by your clients who used their concerns about that as a way to justify a protective order. My point is that there are some former donors out there who clearly do not mind their names being publicly disclosed, and I cannot agree to keep confidential what the former donors themselves want to be disclosed.

Due to the culture of prevarication that has existed at 3ABN, I do not see any other way to go about things. It would be one thing if it were just Danny who has prevaricated, but it isn't just him. We have to be able to freely and thoroughly challenge and verify the claims of the plaintiffs regarding donation declines. And that could mean our attempting to verify every last former donor's existence, the amounts they gave in real donations, and why they stopped or decreased giving.

I would suggest that you not rely merely on the word of Mollie Steenson that 3ABN as a whole refuses to allow us to do what needs to be done. Perhaps the board could discuss the issue, or at least the president.

Perhaps the real problem is that 3ABN does not want its donors to know that it is in the midst of litigation.

At any rate, see if my proposal meets with tentative approval, and we would then be able to work on a proposed agreement.

Bob Pickle

Jerrie Hayes wrote:
Mr. Pickle;

What we apparently have here is a failure to communicate. You are assuming my proposal provides you with the donor's actual names and identifying information. It does not. I was NEVER talking about releasing the information to you and then, if the donor approves, allowing you to disclose that donor's information to the public. I was talking about you identifying coded donors whose name and information you wanted, and then we would get the donor's permission to release their identifying information to YOU! The idea of publishing the donor's information to third parties has NEVER been on the table.

After your arguments concerning authentication, I made a compromise to you by suggesting that, although you have not shown any evidence that would lead a fact-finder to believe the donor information we would provide would be anything but authentic and genuine, my clients would be willing to accommodate your "verification" needs in two possible ways: (1) allow the court to verify the information in an in camera review; or (2) allow you to identify a random sampling of coded donors you believed would be sufficient to establish that the information as a whole was accurate and we would secure those donor's permission to release their identifying information to you. You would then be responsible for obtaining that donor's permission to publish their information to third-parties or the public and, accordingly, responsible directly to the donor for any harassment or defamation the donor suffers as a result of your publication of their information.

I have now once again informed you of the manner in which my client is willing to accommodate your (as I see it, yet unfounded) need for verification. This is their most recent and current position. I will not go back to my clients until I have something new from you to present to them. Either of the alternative donor verification solutions could be included by you in a proposed written draft agreement to be provided to us, or your proposed agreement could include a different solution, understanding that my client, concerned about preserving their donor's confidentiality and concerned about you, Mr. Joy or your investigative cronies badgering and harassing former contributors, does not intend to release identifying information for its donors without some assurance that those donors and their identities will be protected.

I will no longer belabor these points. For the third, and FINAL time, I will ask you a simple question with just two possible choices: do you want to provide to me a written, complete proposed confidentiality agreement by February 1, 2008, or do you want to discontinue our efforts to resolve the issue of maintaining confidentiality of donors, financial records, and proprietary business and operational information?

Jerrie Hayes

From: Bob
Sent: Thursday, January 24, 2008 3:14 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

Ms. Hayes:

I was crystal clear in my proposal, and my proposal stands as is. Find out from your client if they

are willing to provide to us the donor information with names redacted, with an accompanying confidential list tying the donor names to the donor codes from the redacted documents. We would not disclose the donor names unless those donors explicitly gave us permission.

See if you can get back to me by the end of the day regarding whether your client is willing to allow us to adequately challenge their claims in the manner I have proposed, proposed more than once. Then I would be able to work on a proposed agreement.

Bob Pickle

Jerrie Hayes wrote:

Mr. Pickle;

If you reread my e-mail, you will see I told you that I could not take a proposal concerning the donors back to my client without you having clarified the terms of any such disclosure. You have not done so to my satisfaction and, as we exchange e-mails, I don't think you can without putting your suggestions in writing – hence my request. My suggestion concerning disclosure of the donor names was that we provide all information in coded form, and allow verification to be conducted in camera. If there were specific donors you felt you personally needed to contact for verification purposes (a random sampling should be sufficient to serve your purposes), I would propose 3ABN contact the donor to see if they would voluntarily agree to a release of their name and donation information. That's just one suggestion for a resolution; your draft might contain a different suggestion. But Plaintiffs need a concrete proposal to review and the ball is in your court.

We have provided not one but two versions of a proposed agreement that Plaintiffs could live with, neither of which were met with Defendants' approval. It is now your turn to suggest an agreement to which Defendants would consent. I don't know that my client will necessarily accept it without further negotiation, but it's the fair and logical next step.

I am really not sure how to make this any clearer. To advance these negotiations, you (and Mr. Joy, if he is participating) need to provide to the Plaintiffs a complete, written proposed confidentiality agreement, incorporating all the issues you feel important and drafted in a fashion you could accept, on or before February 1, 2008. If you want to propose a different structure concerning donor information, you should include it. If you want to propose a different definition of "confidential" or "highly confidential" that reflects your views on whether the public is entitled not only to the actual 990's and audited financial statements, but to the supporting documents underlying those reports, you should include it. I have already told you my client's general position on these issues, but we cannot hope to agree to a confidentiality agreement operating in a vacuum using hypotheticals – Plaintiffs must have a complete, written proposed agreement from Defendants to review and evaluate before any further progress can be made.

So, for the last time I will ask you a simple question with just two possible choices: do you want to provide to me a written, complete proposed confidentiality agreement by February 1, 2008, or do you want to discontinue our efforts to resolve the issue of maintaining confidentiality of donors, financial records, and proprietary business and operational information?

Please advise me of your choice (which I thought I would be getting by the end of the day yesterday), by the end of the day today.

Thank you.

Jerrie Hayes

From: Bob
Sent: Thursday, January 24, 2008 12:38 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

Ms. Hayes:

I believe I already provided you with a proposal, and that you already said you would be contacting your client about it.

But you missed part of what I said: The donor names would be kept confidential unless they voluntarily choose to have it be otherwise. I never said one word about getting donor permission before their names would be given to us in a separate, keyed to redacted donor code, confidential list.

It makes total sense for you to test the waters of your client's willingness to allow us to challenge their claims in the manner I have suggested, a manner that protects the confidentiality of the donor information. If you have difficulty explaining to them the importance of allowing such a process, since all communications are to be had with counsel present, why not arrange a conference that would include your client as a participant?

Verifying the donation information is a critical, key component to the plaintiffs' case. We really need to test the waters, especially since we have yet to receive one single document from either plaintiff.

If you need another issue to bounce off of them as well, I did not catch where your second proposal incorporated the idea that the public has a right to know what the correct figures should have been on the Form 990's and audited financial statements, since these documents are by statute a matter of public record. This was a point of mine that I made sure in our first conference that you understood I believed needed to be included.

Bob Pickle

Jerrie Hayes wrote:

First, I do not agree with your assessment of my client's position on the donor information. 3ABN moved considerably from its initial proposal of providing no donor information, to a proposal that included (1) providing all donor information (dates, amounts, etc.) except confidential donor identification information; (2) providing donor codes that could be linked to letters, e-mails and other information from those donors as to why their donations were discontinued; and (3) in camera verification of donor accuracy. If, for whatever reason, that is still not sufficient in your opinion, you need to provide an alternative solution that provides you with the information you believe you need and still protects our donors' confidentiality. This would need to include specifics about how and by whom donors would be contacted for permission to release their identifying information to you.

We are supposed to be engaged in good faith negotiations, here. I don't think it makes sense for me to go to my client with one proposed provision at a time. We came to the table with a complete agreement to work from. Our second draft was also a complete agreement. It only makes sense that, if you believe there exists a confidentiality agreement to which you would be willing to agree, you show your good faith by providing it to us in similarly complete form to review and discuss. If you are willing to continue negotiations, please provide a draft complete confidentiality agreement you could live with, that includes your position on donors, financial records, and proprietary business and operational information, by February 1, 2008. If you are not willing to do so, please inform me and we can discontinue our discussions.

Jerrie Hayes

From: Bob
Sent: Thursday, January 24, 2008 11:30 AM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

It seems to me that we need to first hear back from your client before we can say that we will begin working on a proposed agreement by any date. Thus far they have been unwilling to allow us to adequately challenge their claims regarding donation declines and the reasons behind any actual declines. If they will now change their position, then it makes sense to draft an agreement that would enshrine that new position.

Bob Pickle

Jerrie Hayes wrote:

I now better understand your question concerning donors and will contact my client and get back to you.

As to the February 1 issue, I believe you are saying you and Mr. Joy have agreed to draft a proposed confidentiality agreement and provide it to me by February 1. Please confirm if my understanding is correct.

From: Bob
Sent: Thursday, January 24, 2008 11:03 AM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

Ms. Hayes:

There are confidentiality agreements to which both Gailon and I could agree, and I think we have made that fairly clear, even before I entered my appearance *pro se*. The question is really whether there are confidentiality agreements that the plaintiffs would agree to which would allow the case to be properly adjudicated under appropriate and traditional public scrutiny, which is why I asked what I did about donor names. Are the plaintiffs willing to allow necessary verification of their claims regarding the decline of donations and the reasons for any actual decline?

As a preliminary answer to your question regarding logistics, once donors going back to perhaps January 1, 2003, have been identified that have ceased giving or declined the amounts they have given, we would then be able to contact them to verify, including but not limited to regarding any declines claimed by the plaintiffs in the last half of 2006, a) whether their "donations" were truly donations or whether they were purchases or shipping charges, b) if true donations, why they chose to stop or decline giving, c) whether they would be willing to produce an affidavit stating those reasons, and d) whether they wished their name to continue to be kept confidential, if it is not already a matter of public record.

As far as names that are already a matter of public record, it could hardly be expected that the sharp decline in giving coming from the Garmar Foundation, declines which are reported on Form 990-PF, should be kept confidential. But of course, just the fact that such a name is a matter of public record does not mean that the decline was due to Danny Shelton or the defendants. There are other valid reasons why true donations could decline.

Bob Pickle

Jerrie Hayes wrote:

I don't understand your request. Are you saying you have decided to propose an alternative draft confidentiality agreement and are proposing providing it to me by February 1? Or are you saying you haven't decided on the more fundamental question of whether there is a confidentiality agreement to which you could agree or not? If your statement means the former, February 1 is fine with me as a deadline for you to provide me an alternate proposed agreement. If your statement means the latter, I genuinely do not believe you need nine days to decide the issue and would want to know your answer much sooner than your proposed February 1 deadline. If your statement means the latter, I would request an answer on or before Friday, January 25.

In regard to the latter, I will take your proposal to the client, but before I do so, I'd like to clarify a logistic concern I have with the donor names. How would it be determined which donor would be asked to release their identifying information and how would you propose the donors be contacted to determine whether they would agree to such release?

-----Original Message-----

From: Bob
Sent: Wednesday, January 23, 2008 4:13 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Response regarding a proposed confidentiality agreement

Ms. Hayes:

In discussing the matter of a confidentiality agreement with Mr. Joy, we'd like to get back to you with a response by February 1.

In the meantime, it would be quite helpful to me if you could find out from 3ABN whether redacted donor names with an accompanying confidential list that tied donor codes to donor names, each name not being able to be disclosed without permission from that particular donor or his/her heir(s), would be acceptable. Such a procedure would allow us to verify who stopped giving for what reasons and still respect their privacy.

Thanks for getting back to me on this matter soon enough before February 1 so that I have time to do something regarding it.

Bob Pickle

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

_____)	
Three Angels Broadcasting Network, Inc.,)	
an Illinois non-profit corporation, and)	
Danny Lee Shelton, individually,)	Case No.: 0:08-mc-7 RHK/AJB
)	
) Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
) Defendants.)	
_____)	

AFFIDAVIT OF ROBERT PICKLE

NOW COMES Robert Pickle of Halstad Township, Norman County, Minnesota, who deposes and testifies to the following under pain and penalty of perjury:

1. Three Angels Broadcasting Network (“3ABN”) is a supporting ministry of the Seventh-day Adventist Church. 3ABN is a 501(c)3 organization that regularly solicits donations from the public by way of written appeals, broadcasts, and weekend rallies.
2. I am an ecclesiastical writer and an apologist.
3. Save3ABN.com in common parlance is a cyber gripe site, and as such is subject to First Amendment protections.
4. A copy of portions of a June 17, 2004, broadcast is posted at Save-3ABN.com/danny-shelton-agrees-with-gailon-not-with-attorneys.htm. In that broadcast Danny Shelton told the world, “It’s your ministry. I’ve said that for years. It’s not our ministry.” He stated that 3ABN belonged to its donors and viewers, that they had a right to know what was going on at 3ABN,

that what he did was “very public,” and that “our lives are an open book.”

5. A scheduling conference for *Three Angels Broadcasting Network, Inc. et. al. v. Gailon Arthur Joy et. al.* (No. 07-40098-FDS (D. Mass.)) took place on July 23, 2007, and initial disclosures were made by all parties on August 3, 2007.

6. Both Defendants have turned over voluminous amounts of material to the Plaintiffs as part of their initial disclosures. To date both Plaintiffs have refused to produce one single document. The Plaintiffs have taken the unusual position that everything is either privileged, irrelevant, or confidential, even documents that are part of their own initial disclosures. To illustrate, Plaintiff Shelton’s responses to my Requests for Production of Documents are attached hereto as **Exhibit A**. Plaintiff Shelton’s first 36 responses are the same as 3ABN’s responses to the same requests. Attached hereto as **Exhibit B** are the pages from my Requests to Produce that include the definitions referred to in Plaintiff Shelton’s responses, including the definition for “Plaintiff-related issues.”

7. I filed a Motion to Compel and for Sanctions in the District of Massachusetts on December 14, 2007, to compel the Plaintiffs to produce the documents referenced in their initial disclosures. This motion is pending in the District of Massachusetts.

8. I caused a third-party subpoena *duces tecum* dated December 6, 2007, to be issued by the District of Massachusetts and served upon MidCountry Bank, N.A. (“MidCountry”). MidCountry requested that the subpoena be reissued from the district of Minnesota, which it was, with a date upon it of December 12, 2007. These third-party subpoenas sought/seek the business records of a bank that are reasonably calculated to lead to the discovery of admissible evidence in the underlying suit. The bank records in question are only for accounts upon which Plaintiff Danny Lee Shelton is a signatory.

9. On December 14, 2007, a status conference was held in which both Defendants,

Attorney Jerrie Hayes, and two other attorneys for the Plaintiffs participated. Attorney Hayes referred to my first subpoena to MidCountry Bank, spoke of a Motion for a Protective Order that they intended to file, and sought a stay of discovery until that issue was decided upon. The Honorable Judge Dennis Saylor explicitly stated that any protective order would have to be narrowly tailored, that far more is considered by parties to be privileged or confidential than actually is, and that discovery would not be stayed until their motion was considered. Attorney Hayes did not seek the appointment of a special master then or later.

10. MidCountry Bank has responded to the third-party subpoenas by giving a list of 10 bank accounts that Danny Shelton has been a signatory of, and by giving lists of fees and invoices for what obtaining the requested records might cost. These responses are attached hereto as **Exhibits C–E**.

11. In my opposition to the Plaintiffs' Motion for a Protective Order filed on January 2, 2008, I included courthouse records for a scandalous 1998 real estate transaction as exhibits Q–R. I have attached these exhibits hereto as **Exhibits F–G**. A story about this transaction was published on Save3ABN.com around June 2007, and I referred to it in a letter to Attorney Jerrie Hayes on November 30, 2007. The web page and letter are attached hereto as **Exhibits H–I**.

12. Relevant pages of 3ABN's 1998 Form 990 concerning this real estate transaction and Plaintiff Shelton's denials that a section 4958 excess benefit transaction and a transfer of assets had taken place are attached hereto as **Exhibit J**.

13. Credible sources have told the Defendants that 3ABN sent a \$10,000 love gift to a Shelton family member in 1999.

14. Relevant pages of *3 Angels v. Dept. of Revenue* (01-PT-0027) concerning the lack in 3ABN's financial statements of the identification of related parties and of a record of items given away are attached hereto as **Exhibit K**.

15. Relevant pages of 3ABN's audited financial statements for the years 2002 through 2006 concerning purchases from Plaintiff Shelton's publishing ventures, and concerning how those purchases were reported in these statements, are attached hereto as **Exhibits L–P**.

16. Relevant pages of 3ABN's Form 990's for the years 2002 through 2006 concerning Plaintiff Shelton's salary, whether section 4958 excess benefit transactions took place, whether officers or directors received compensation from related organizations, and regarding the cost of goods given away are attached hereto as **Exhibits Q–U**. In 2003 the cost of goods sold for everything, including Plaintiff Shelton's books, was called "Cost of goods sold – satellites." From 2004 onward, 3ABN reported the cost of goods sold for everything but "satellites" as "Cost of goods given away."

17. Danny Shelton reported \$75,800 worth of sales for D&L Publishing on his 2001 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. He reported Linda Shelton as being half owner of D&L Publishing on his Schedule C and Forms 8829 and 4562. Additionally, the income on his Schedule C was split in half and reported on separate Schedule SE's, one for him and one for Linda Shelton.

18. Danny Shelton reported \$127,212 worth of sales for D&L Publishing on his 2002 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. While he no longer reported Linda Shelton as being half owner of D&L Publishing on his Schedule C and Form 8829, and while he only filed one Schedule SE (for himself), he still reported Linda Shelton as being half owner of D&L Publishing on his Form 4562.

19. Danny Shelton reported \$56,250 worth of sales for D&L Publishing on his 2003 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. While he didn't report Linda Shelton as being half owner of D&L Publishing on his Schedule C and Form 8829, and while he only filed one Schedule SE (for himself), he still reported Linda Shelton as

being half owner of D&L Publishing on his Form 4562.

20. DLS Publishing reported no advertising expenses and \$35,000 of sales on its 2004 S Corporation return.

21. Relevant pages from the *Antichrist Agenda* and *Mending Broken People* are attached hereto as **Exhibits V–W**. The one claims that DLS Publishing published *Antichrist Agenda*, and the other claims that 3ABN Books published it.

22. Attorney Nicholas Miller was General Counsel for 3ABN and also a board member. He wrote Gailon Joy regarding how Danny Shelton was trying to hide from the 3ABN Board the royalties that he received from Remnant Publications, which was a conflict of interest and could result in 3ABN losing its tax exempt status. His email is attached hereto as **Exhibit X**.

23. Relevant pages from 3ABN's 2005 employee handbook regarding their conflict of interest policy, and a communication containing a conflict of interest statement which all employees are required to sign, are attached hereto as **Exhibits Y–Z**.

24. Relevant pages of Remnant Publication's Form 990's for the years 2005 and 2006 concerning sales of literature and royalties paid out are attached hereto as **Exhibits AA–BB**.

25. In answer to my question about a discrepancy I ran across regarding why Nicholas Miller had resigned from the 3ABN Board, Mr. Miller led me to believe that Danny Shelton had engaged in document fraud in order to force him to resign. These communications are attached hereto as **Exhibits CC–DD**.

26. One of 3ABN's personnel told me that financial documents prior to 2000 had been destroyed with the knowledge of CFO Larry Ewing, and that this had occurred by around early 2006. This was despite the fact that 3ABN had an outstanding appeal in its property tax case.

27. Gregory Scott Thompson is the son of 3ABN Board chairman Walt Thompson,

and he posts on the BlackSDA.com internet forum as “fallible humanbeing.” I have attached relevant pages of recent postings by Gregory Thompson in which he defames Defendant Pickle based on the assertions in Plaintiff Shelton’s Memorandum as **Exhibit EE**.

FURTHER DEPONENT TESTIFIES NOT.

Signed and sealed this 25th day of February, 2008.

/s Bob Pickle
Bob Pickle

Subscribed and sworn to me
this 25th day of February, 2008.

s/ Deanna Zimmerman
Notary Public

My commission expires Jan. 31, 2010

MIDCOUNTRY BANK

EX0218

Checking accounts, pre & post conversion nos.:	Post Conv. #s	Pre Conv. #s	Open Date	Close Date	Months prior	Months post
Danny L Shelton	877	64 & 74	Opened 5/18/2004	Closed 12/20/2006	11	20
Danny L Shelton	206	200	Opened 5/14/1998	Closed 12/13/2006	84	20
DLS, Danny Shelton	766	68	Opened 12/8/2004	Closed 12/18/2006	4	20
Three Angels Broadcasting; Danny L Shelton	005	1007	Opened 08/1/1992	Closed 6/30/2005	84	2
Three Angels Broadcasting; Danny L Shelton	305	03	Opened 04/2000	Closed 8/31/2005	60	5
Three Angels Broadcasting; Danny L Shelton	487	86	Opened 11/2001	Closed 7/19/2005	41	4
Danny & Linda Shelton	131*	5**	Opened 4/27/2005	Closed 6/30/2005	0	3
			Opened 5/1990	Closed 6/1/2004	84	0

Savings accounts, pre & post conversion nos.:

Danny Shelton	New 701	708	Opened 05/24/2004	Closed 2/12/2006	11	11
Three Angels Broadcasting; Danny Shelton		30**	Opened 11/1992	Closed 08/01/2002	84	0

^A Conversion was 4/23/05 from Comm Bank to MidCountry Bank
 * opened post conversion
 **closed prior to conversion

\$	2,315.00	total statements x \$5.00 each pre conversion;	463	85
\$	42.50	number of statement months x 2 pages est for each @ .25/each		
\$	720.00	24 hours x \$30/hour for Metropolis		
\$	480.00	16 hours x \$30/hour to pull documents MN		
\$	125.00	shipping		
\$	3,682.50			

Phil

MidCountry Bank Confidential

2/14/2008

Page 2 of 2



www.MidCountryBank.com



Ex. H

SEARCH

Sign Up!

An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

A Save3ABN Exclusive

How to Turn \$6,139 into \$135,000 in Just 7 Days???

7 Simple Steps to Easy Money???

< Prev.

Next >

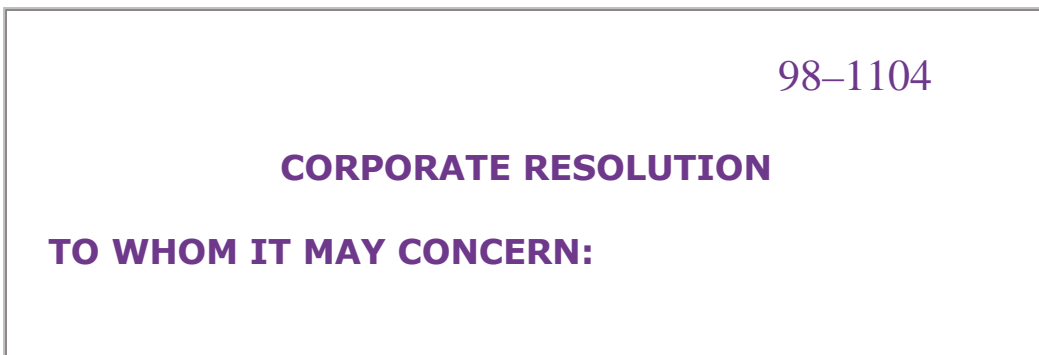
This topic concerns real estate transactions from the year 1998, transactions regarding a piece of property identified as "Lot 6" in the legal description, a piece of property that at one time was the Shelton home. Scans of the actual documents in question appear at the bottom of this web page.

Step 1: Non-Profit Buys "Lot 6"

A number of things transpired prior to the start of those allegedly highly profitable 7 days of September 25 through October 2, 1998. As the story goes, philanthropist May Chung either put up the money for 3ABN to buy "Lot 6," as suggested by one of the documents below, or bought "Lot 6" and deeded it to 3ABN.

Step 2: Non-Profit Grants Life Estate

The next step to an alleged \$129,000 profit in 7 days was for 3ABN president Danny Shelton, his then wife and 3ABN corporation secretary Linda Shelton, and philanthropist May Chung to receive a life estate in "Lot 6," allowing them to use this 3ABN property as long as they lived.



- Home Page
Site Map
Tommy Shelton
Danny Shelton
ASI
Smokescreen
Abuse of Power
Ethical
Allegations
Financial
Allegations
Book Deals
Form 990's, etc.
Real Estate
\$129,000 Profit
Improper 990
Perjury?
Cheating the IRS?
Jet Costs
Send Your Tithe
Selling K36FJ
Selling K58DL
Correspondence
Untruths
Alleged Illegal
Activities
Mene, Mene,
Tekel, Parsin
Danny's Apologists
Leonard Westphal
3ABN Board
Litigation, etc.
Letters of Support
Letters of Criticism
News Releases
Sign Up!
Contact Us

Added 2/10/2008
Objections Heard

Added 1/25/2008
Church Vote

Added 1/22/2008

Fiscalini Fired

**Added 1/21/2008
Right to Know**

**Added 11/30/2007
IRS Criminal
Investigation**

**Added 11/9/2007
Dwight Hall
Selling K58DL
10/2007 Interview**

**Must Read:
Mom in Pain #1
Mene, Mene,
Tekel, Parsin
The Actual Lawsuit**

This is to certify that Linda S. Shelton is the duly qualified and elected Secretary, and Walter C. Thompson is the duly qualified and elected Chairman of the Board of Directors of THREE ANGELS BROADCASTING NETWORK, INC., a corporation, of the City of West Frankfort, County of Franklin and State of Illinois, and that at a regular meeting of the Board of Directors, held on September 15, 1996, the following action was taken and recorded in the minutes of said corporation, of which action, this is a true copy, to-wit:

15) It was voted to convey a life estate to Danny L. Shelton, Linda S. Shelton and May Chung, or the survivors and/or survivor of them, on the property located at Route 3, Box 10, in Thompsonville, as provided in the original gift that provided for the purchase of the property, and to authorize the officers to sign the deed for conveyance purposes. Said property is legally described as follows:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in Franklin County, Illinois.

The records of THREE ANGELS BROADCASTING NETWORK, INC. disclose that Danny L. Shelton is the President, and Linda S. Shelton is the Secretary, and Walter C. Thompson is Chairman of the Board of Directors.

THREE ANGELS BROADCASTING
NETWORK, INC.

Dated: February 18, 1998. By: [Signed]
Walter C. Thompson
Board Chairman

Dated: February 16, 1998. By: [Signed]
Linda S. Shelton
Corporation Secretary/p>

Page -1- CORPORATION RESOLUTION

Page 3 of 3

If May Chung really was the one who put up the money to buy "Lot 6," why were the Sheltons given a life estate in "Lot 6" too?

And what exactly does it mean for the officers to be authorized "to sign the deed for conveyance purposes" in connection with a vote "to convey a life estate to Danny L. Shelton"? When someone is granted a life estate by an organization, there is no need to sign a deed, as we point out below.

Step 3: Non-Profit Deeds "Lot 6"

Now is where things really start getting a bit strange: In February 1998, "Lot 6" is titled in Danny, Linda, and May's names because of their life estate, almost a year and a half after they were allegedly given that life estate by the 3ABN Board. If the 3ABN Board really voted in September 1996 to authorize the officers to "convey" the property to Danny by signing a deed, why did they wait a year and a half to do it?

We have consulted a number of real estate and trust services experts, and each tells us that when you receive a life estate, you never have the property titled in your name. Was "Lot 6" deeded to Danny Shelton in February just so that he could sell the property at a substantial profit in October?

(Life Estate only)

WARRANTY DEED - JOINT TENANCY

THE GRANTORS, THREE ANGELS BROADCASTING
NETWORK, INC., a corporation, of 3391
Charley Good Road, West Frankfort,
County of Franklin and State of Illinois

for and in consideration of Ten Dollars (\$10) O.V.C. Dollar in hand paid,
Conveys and warrants to DANNY L. SHELTON, LINDA S. SHELTON,

and MAY CHUNG, not as tenancy in common but in JOINT TENANCY, the following described real estate:

A life estate only for the lifetime of DANNY L. SHELTON and LINDA S. SHELTON, husband and wife, and MAY CHUNG, or the survivors/survivor of them, in the following property:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in Franklin County, Illinois.

situated in the County of Franklin, in the State of Illinois, hereby releasing and waiving all rights and under and by virtue of the Homestead Exemption Laws of this State.

Dated February 16, 1998.

THREE ANGELS BROADCASTING NETWORK, INC.

Attested By:

By: [Signed]
Danny L. Shelton, President

 [Signed]
Walter C. Thompson
Board Chairman, 3ABN

By: [Signed]
Linda S. Shelton, Secretary

DEED PREPARED BY: Herald Follett, Attorney
P.O. Box 3092
Portland, Oregon 97208

Page -1- WARRANTY DEED - JOINT TENANCY

(See copy of Corporate Resolution attached hereto)

PAGE 1 OF 3

Step 4: Philanthropist Surrenders Life Estate

At the time of Danny's allegedly super-profitable sale on October 2, 1998, he would have had to split his profits with May Chung, unless he could get her off the title of "Lot 6" before that point. And thus on August 24, 1998, just 6 months after her name got on the title, May Chung's name is off again.

Kind of odd, isn't it, that May Chung would have been given a life estate in a property in Illinois, and then deeded that property, if all the while she remained a resident of San Bernardino, California, as the deed below suggests? And why put her name on the title of "Lot 6" at all if she was only going to be on for six months?

WARRANTY DEED

THE GRANTOR, MAY CHUNG
of 155 Manchester Lane
San Bernardino, CA 92408

for and in consideration of Ten Dollars (\$10.00) O.V.C. Dollar in hand paid, Grantor conveys and warrants to THREE ANGELS BROADCASTING NETWORK, INC., a Corporation, all of Grantor's interest in the following described real estate:

Grantor's life estate for her lifetime, and any survivorship rights she may have related to the interest of Danny L. Shelton and Linda S. Shelton, or the survivor of them, in the following property:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in the County of Franklin, and State of Illinois,

hereby further releasing and waiving all rights in and under by virtue of the Homestead Exemption Laws of this State.

Dated August 24, 1998.

_____[Signed]_____
May Chung

Attested By:

[Signed, Herald Follett]

Approved and consented to by:

[Signed]

Danny L. Shelton, President

[Signed]

Linda S. Shelton, Secretary

Step 5: Non-Profit Surrenders Interest for \$6,139

It is this transaction that raises a lot of questions. What it appears from the deed is that the Sheltons in essence bought "Lot 6" in September 1998 for a mere \$6,139, just one week before they sold it to Elora Ford for \$135,000. Now the fact that \$6,139 is below fair market value raises some serious tax questions.

- Was the total consideration given by the Sheltons to 3ABN for "Lot 6" really only \$6,139?
- Did the total consideration given for "Lot 6," even if more than \$6,139, fall below fair market value?
- If so, does this real estate transaction constitute "private inurement"?
- If it does, will the IRS revoke 3ABN's tax exempt status, or have all applicable statutes of limitations run out?
- If 3ABN's tax exempt status is revoked, will the IRS assess some of 3ABN's donors for back taxes?

In case you haven't caught on, the IRS does not allow non-profit organizations to give away property at prices below market value for the benefit of private citizens. Doing so can jeopardize that organization's tax exempt status. And the loss of tax exempt status can affect donors retroactively, particularly if donations were given in bad faith.

While the IRS is highly unlikely to go after small donors, some of 3ABN's larger donors will undoubtedly breathe a lot easier if the IRS decides that there are no tax implications to the deed below. And since we are talking about something that happened in 1998, the typical statute of limitations for such things has most likely run out.

WARRANTY DEED

THE GRANTOR, Three Angels Broadcasting Networks, Inc.
3391 Charley Good Road
West Frankfort, Illinois 62896-0220,

for and in consideration of Six thousand one hundred thirty nine and no/100 (\$6,139.00) Dollars, O.V.C. Dollar in hand paid, Grantor conveys and warrants to Danny L. Shelton and Linda S. Shelton, husband and wife, all of Grantor's interest in the following described real estate:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in the County of Franklin, and State of Illinois,

(Note: This deed is given for the purpose of the Grantor conveying its remainder interest in said property to the Grantees herein, Danny L. Shelton and Linda S. Shelton, who at the date of this transfer have a life estate in said property.)

hereby further releasing and waiving all rights in and under by virtue of the Homestead Exemption Laws of this State.

Dated 9/25, 1998.

Three Angels Broadcasting Network,
Inc.

By: [Signed]
Danny L. Shelton, President

By: [Signed]
Linda S. Shelton, Secretary

Attested By:

[Signed]

Walter C. Thompson
Chairman of the Board of Directors

Step 6: The Sheltons Sell Property for \$135,000

First, here is the deed that governed the sale of the property, a deed prepared by D. Michael Riva, the same attorney that sent those nasty cease and desist letters [to Pastor Glenn Dryden](#) and [to the Church Board](#) of the Community Church of God in Dunn Loring, Virginia:

WARRANTY DEED

ILLINOIS STATUTORY

MAIL TO:

ELORA L. FORD, Trustee
2804 NEW LAKE ROAD
WEST FRANKFORT IL
62896

NAME & ADDRESS OF TAXPAYERS:

ELORA L. FORD, Trustee
2804 NEW LAKE ROAD
WEST FRANKFORT 62896

THE GRANTORS, DANNY L. SHELTON and LINDA S. SHELTON, Husband and Wife each in their own right and as spouse of the other, of the City of Thompsonville, County of Franklin, State of Illinois, for and in consideration of the sum of **TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, the receipt of which is hereby acknowledged, **CONVEY and WARRANT TO: ELORA L. FORD**, as Trustee of **THE FORD FAMILY TRUST** established by the provisions of **THE FORD REVOCABLE TRUST Agreement dated September 23, 1992**, of West Frankfort, Franklin County, Illinois, all interest in the following described Real Estate situated in the County of Franklin, State of Illinois, to-wit:

LOT SIX (6) IN SURVEYOR'S PLAT OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16 TOWNSHIP 7 SOUTH RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE COAL OIL, GAS AND OTHER MINERALS UNDERLYING THE SAME, SITUATED IN FRANKLIN COUNTY, ILLINOIS.

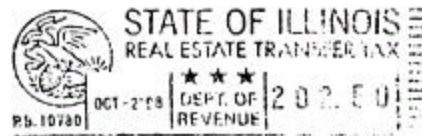
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

D. MICHAEL RIVA, AS PREPARER OF THIS DEED, HAS MADE NO INVESTIGATION CONCERNING ANY POSSIBLE VIOLATIONS OF ANY ENVIRONMENTAL LAWS OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE ILLINOIS RESPONSIBLE TRANSFER ACT; AND THE PARTIES OF THIS DEED, BY VIRTUE OF THEIR EXECUTION, DELIVERY AND/OR ACCEPTANCE, ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT D. MICHAEL RIVA, HAS NOT BEEN ASKED TO REPRESENT AND/OR ADVISE THEM IN ANY WAY CONCERNING SUCH LAWS AND REGULATIONS; AND FURTHER ACKNOWLEDGE THAT SHOULD THIS REAL ESTATE BE GOVERNED BY, OR SUBJECT TO, SUCH LAWS AND REGULATIONS, THAT SUCH COULD YIELD VERY SUBSTANTIAL DAMAGES AND PENALTIES TO THE PARTIES.

Permanent Index Number:

Property Address: 2804 New Lake Road, West Frankfort IL 62896

DATED October 2, 1998.



[Signed] (SEAL)
Danny L. Shelton

[Signed] (SEAL)
Linda S. Shelton

See the Real Estate Transfer Tax stamp above with the amount \$202.50 in it? That consists of 0.15% of the total consideration of \$135,000 the Sheltons paid, 0.10% which goes to the State of Illinois and 0.05% which goes to Franklin County:

Document Fees			
Type	Description	Calc Method	Fee Amount

001	STATE OF ILLINOIS	Net	\$135.00
002	COUNTY FEE	Net	\$67.50
003	AUTOMATION FEE	Document	\$3.00
004	RECORDING FEE 1-4 PGS	1-4 Pages	\$12.00
Total Fee			\$217.50

Consideration

Full Actual Consideration	\$135,000.00
Personal Property	\$0.00
Net Consideration	\$135,000.00
Other Real Property	\$0.00
Mortgage Property	\$0.00
Net Taxable Consideration	\$135,000.00

Other Comments and Questions

1998 was allegedly a very profitable year for Danny Shelton, not just because of "Lot 6." Below you will find a June 1998 real estate transaction in which Elora Ford gave Danny a gift of the 18 acres upon which his present house sits. No real estate transfer taxes were paid due to what looks like paragraph "e" of "Section 35 ILCS 200/31-45," a paragraph which states that no transfer taxes have to be paid if the total consideration given is less than \$100.

Speaking of taxes, it is interesting that the February 1998 deed claimed that the board action granting Danny a life estate in "Lot 6" was taken in September 1996. Was Danny trying to avoid taxes on short-term capital gains by holding the property for more than two years? But then, since the property apparently did not actually become his until September 25, 1998, and he sold it on October 2 just one week later, wouldn't there be no way to say that he owned "Lot 6" for two years?

- Did Danny Shelton report this profit on his 1998 tax return?
- If so, did he report it as a short-term or as a long-term capital gain?
- Did 3ABN report their "gift" of "Lot 6" to Danny on his W-2?
- Did 3ABN also report it on their [1998 Form 990](#) as part of their compensation to Danny?

(Life Estate only)

WARRANTY DEED - JOINT TENANCY

THE GRANTORS, THREE ANGELS BROADCASTING NETWORK, INC., a corporation, of 3391 Charley Good Road, West Frankfort, County of Franklin and State of Illinois

STATE OF ILLINOIS
County of Franklin
Document No. 98-1104
Filed for record

FEB 24 1998

150
Fee paid \$1.00

Rae Dohill

for and in consideration of Ten Dollars (\$10) O.V.C. Dollar in hand paid, Conveys and warrants to DANNY L. SHELTON, LINDA S. SHELTON, and MAY CHUNG, not as tenancy in common but in JOINT TENANCY, the following described real estate:

A life estate only for the lifetime of DANNY L. SHELTON and LINDA S. SHELTON, husband and wife, and MAY CHUNG, or the survivors/survivor of them, in the following property:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in Franklin County, Illinois.

situated in the County of Franklin, in the State of Illinois, hereby releasing and waiving all rights and under and by virtue of the Homestead Exemption Laws of this State.

Dated February 16, 1998.

THREE ANGELS BROADCASTING NETWORK, INC.

Attested By:
Walter C. Thompson
Walter C. Thompson
Board Chairman, 3ABN

By: *Danny L. Shelton*
Danny L. Shelton, President
By: *Linda S. Shelton*
Linda S. Shelton, Secretary



DEED PREPARED BY: Herald Follett, Attorney
P.O. Box 3092
Portland, Oregon 97208

Page -1- WARRANTY DEED - JOINT TENANCY

(See copy of Corporate Resolution attached hereto)

PAGE 1 OF 3

98-1104

CORPORATE RESOLUTION

TO WHOM IT MAY CONCERN:

This is to certify that Linda S. Shelton is the duly qualified and elected Secretary, and Walter C. Thompson is the duly qualified and elected Chairman of the Board of Directors of THREE ANGELS BROADCASTING NETWORK, INC., a corporation, of the City of West Frankfort, County of Franklin and State of Illinois, and that at a regular meeting of the Board of Directors, held on September 15, 1996, the following action was taken and recorded in the minutes of said corporation, of which action, this is a true copy, to-wit:

15) It was voted to convey a life estate to Danny L. Shelton, Linda S. Shelton and May Chung, or the survivors and/or survivor of them, on the property located at Route 3, Box 10, in Thompsonville, as provided in the original gift that provided for the purchase of the property, and to authorize the officers to sign the deed for conveyance purposes. Said property is legally described as follows:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in Franklin County, Illinois.

The records of THREE ANGELS BROADCASTING NETWORK, INC. disclose that Danny L. Shelton is the President, and Linda S. Shelton is the Secretary, and Walter C. Thompson is Chairman of the Board of Directors.

THREE ANGELS BROADCASTING NETWORK, INC.

Dated: February 18, 1998.

By: [Signature]
Walter C. Thompson
Board Chairman

Dated: February 16, 1998.

By: [Signature]
Linda S. Shelton
Corporation Secretary



Page -1- CORPORATION RESOLUTION

PAGE 3 OF 3

WARRANTY DEED

JOINT TENANCY ILLINOIS STATUTORY

MAIL TO:
DANNY L. SHELTON
21027 SHAWNEETOWN ROAD
THOMPSONVILLE IL 62890

NAME & ADDRESS OF TAXPAYERS:
DANNY L. SHELTON
21027 SHAWNEETOWN ROAD
THOMPSONVILLE IL 62890

STATE OF ILLINOIS
County of Franklin
Document No. 98-6766
Filed for record

UCT 02 1998

1:20 o'clock P.M.
Fee paid \$150.00

Rae Dohill

THE GRANTOR, ELORA FORD, of the City of West Frankfort, County of Franklin, State of Illinois, for and in the consideration of **ONE DOLLAR (\$1.00)**, and other good and valuable consideration, in hand paid **CONVEYS and WARRANTS TO: DANNY L. SHELTON and LINDA S. SHELTON**, or to the survivor of them, *not as Tenants in Common*, but as **JOINT TENANTS**, all interest in the following described Real Estate situated in the County of Franklin, State of Illinois, to-wit:

A PART OF THE NORTHWEST ONE-FOURTH (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SAID NORTHWEST ONE-FOURTH (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE RUNNING SOUTH ALONG THE WEST LINE THEREOF A DISTANCE OF 593.32 FEET TO A POINT; THENCE RUNNING EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SAID QUARTER-QUARTER A DISTANCE OF 1329.86 FEET TO A POINT LOCATED ON THE EAST LINE OF THE SAID QUARTER-QUARTER; THENCE RUNNING NORTH ALONG THE SAID EAST LINE A DISTANCE OF 593.32 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF THE SAID QUARTER-QUARTER; THENCE RUNNING WEST ALONG THE SAID NORTH LINE A DISTANCE OF 1330.12 FEET TO THE POINT OF BEGINNING; ALL BEING SITUATED IN FRANKLIN COUNTY, ILLINOIS, EXCEPTING THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SAME AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE OWNER OF THE MINERAL ESTATE OR OF ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID ESTATE, SITUATED IN FRANKLIN COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TITLE NOT INSPECTED BY PREPARER OF DEED AND LEGAL DESCRIPTION PROVIDED BY GRANTOR.

PAGE 1 OF 2

D. MICHAEL RIVA, AS PREPARER OF THIS DEED, HAS MADE NO INVESTIGATION CONCERNING ANY POSSIBLE VIOLATIONS OF ANY ENVIRONMENTAL LAWS OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE ILLINOIS RESPONSIBLE TRANSFER ACT; AND THE PARTIES OF THIS DEED, BY VIRTUE OF THEIR EXECUTION, DELIVERY AND/OR ACCEPTANCE, ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT D. MICHAEL RIVA, HAS NOT BEEN ASKED TO REPRESENT AND/OR ADVISE THEM IN ANY WAY CONCERNING SUCH LAWS AND REGULATIONS; AND FURTHER ACKNOWLEDGE THAT SHOULD THIS REAL ESTATE BE GOVERNED BY, OR SUBJECT TO, SUCH LAWS AND REGULATIONS, THAT SUCH COULD YIELD VERY SUBSTANTIAL DAMAGES AND PENALTIES TO THE PARTIES.

Permanent Index Number: _____

Property Address: _____

DATED June 10, 1998.

Elora Ford (SEAL)
ELORA FORD

EXEMPT UNDER PROVISIONS OF PARAGRAPH C
SECTION 35 ILCS 200/31-45, REAL ESTATE TRANSFER TAX ACT.
12-2-98 Franklin Co
DATE 12-2-98 BUYER, SELLER OR REPRESENTATIVE

STATE OF ILLINOIS)
COUNTY OF FRANKLIN) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ELORA FORD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of June, 1998.

Peggy Y Stanley
NOTARY PUBLIC

My commission expires on _____, 19__.



NAME & ADDRESS OF PREPARER:
D. MICHAEL RIVA, LTD.
D. MICHAEL RIVA, ATTORNEY
226 EAST MAIN STREET
WEST FRANKFORT IL 62896
618/937-2404

**This conveyance must contain the name and address of the Grantee for tax billing purposes (55 ILCS 5/3-5020) and the name and address of the person preparing the instrument. (55 ILCS 5/3-5022)

wpdmsf@telnet.net

STATE OF ILLINOIS
 County of Franklin
 Document No. 98-5921
 Filed for record
 AUG 28 1998
 4:30 o'clock P.M.
 Fee paid \$12.00
 Stan Dohill

WARRANTY DEED

THE GRANTOR, MAY CHUNG
 of 155 Manchester Lane
 San Bernardino, CA 92408

for and in consideration of Ten Dollars (\$10.00) O.V.C. Dollar in hand paid, Grantor conveys and warrants to THREE ANGELS BROADCASTING NETWORK, INC., a Corporation, all of Grantor's interest in the following described real estate:

Grantor's life estate for her lifetime, and any survivorship rights she may have related to the interest of Danny L. Shelton and Linda S. Shelton, or the survivor of them, in the following property:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in the County of Franklin, and State of Illinois,

hereby further releasing and waiving all rights in and under by virtue of the Homestead Exemption Laws of this State.

Dated August 24, 1998.

May Chung
 May Chung

Attested by:

[Signature]

Approved and consented to by:
Danny Shelton
 Danny L. Shelton

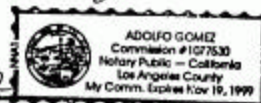
Linda S. Shelton
 Linda S. Shelton

STATE OF CALIFORNIA)
) ss.
 County of San Bernardino)

I, Adolfo Gomez, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that May Chung, also known as May E. Chung, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, on August 24, 1998.

Adolfo Gomez
 (Signature) Notary Public



STATE OF ILLINOIS
 County of Franklin
 Document No. 98-6767
 Filed for record
 OCT 02 1998
1:20 o'clock PM
 Fee paid \$15.00
Rae Dohill

WARRANTY DEED

THE GRANTOR, Three Angels Broadcasting Networks, Inc.
 3391 Charley Good Road
 West Frankfort, Illinois 62896-0220,

for and in consideration of Six thousand one hundred thirty nine and no/100 (\$6,139.00) Dollars, O.V.C. Dollar in hand paid, Grantor conveys and warrants to Danny L. Shelton and Linda S. Shelton, husband and wife, all of Grantor's interest in the following described real estate:

Lot Six (6) in Surveyor's Plat of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Seven (7) South, Range Four (4) East of the Third Principal Meridian, except the coal, oil, gas and other minerals underlying the same, situated in the County of Franklin, and State of Illinois,

(Note: This deed is given for the purpose of the Grantor conveying its remainder interest in said property to the Grantees herein, Danny L. Shelton and Linda S. Shelton, who at the date of this transfer have a life estate in said property.)

hereby further releasing and waiving all rights in and under by virtue of the Homestead Exemption Laws of this State.

Dated 9/25, 1998.

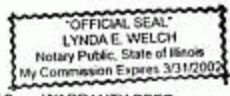
Three Angels Broadcasting Network, Inc.
 By: Danny L. Shelton
 Danny L. Shelton, President
 By: Linda S. Shelton
 Linda S. Shelton, Secretary

Attested by:
Walter C. Thompson
 Walter C. Thompson
 Chairman of the Board of Directors

STATE OF ILLINOIS }
 County of Franklin } ss.

I, Lynda E. Welch, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Danny L. Shelton and Linda S. Shelton personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, as President and as Secretary of Three Angels Broadcasting Network, Inc., respectively, by authority of the Board of Directors of said Corporation, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, on 9/25, 1998.



Lynda E. Welch Notary Public
 (Signature)

WARRANTY DEED

ILLINOIS STATUTORY

MAIL TO:
ELORA L. FORD, Trustee
2804 NEW LAKE ROAD
WEST FRANKFORT IL 62896

NAME & ADDRESS OF TAXPAYERS:
ELORA L. FORD, Trustee
2804 NEW LAKE ROAD
WEST FRANKFORT 62896

STATE OF ILLINOIS

County of Franklin

Document No. 98-6768

Filed for record

OCT 02 1998

6:20 P.M.
Fee paid \$ 15.00

Rae Nobill

THE GRANTORS, DANNY L. SHELTON and LINDA S. SHELTON, Husband and Wife, each in their own right and as spouse of the other, of the City of Thompsonville, County of Franklin, State of Illinois, for and in consideration of the sum of TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the receipt of which is hereby acknowledged, CONVEY and WARRANT TO: ELORA L. FORD, as Trustee of THE FORD FAMILY TRUST established by the provisions of THE FORD REVOCABLE TRUST Agreement dated September 23, 1992, of West Frankfort, Franklin County, Illinois, all interest in the following described Real Estate situated in the County of Franklin, State of Illinois, to-wit:

LOT SIX (6) IN SURVEYOR'S PLAT OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SAME, SITUATED IN FRANKLIN COUNTY, ILLINOIS.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

D. MICHAEL RIVA, AS PREPARER OF THIS DEED, HAS MADE NO INVESTIGATION CONCERNING ANY POSSIBLE VIOLATIONS OF ANY ENVIRONMENTAL LAWS OR REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE ILLINOIS RESPONSIBLE TRANSFER ACT; AND THE PARTIES OF THIS DEED, BY VIRTUE OF THEIR EXECUTION, DELIVERY AND/OR ACCEPTANCE, ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AND ACKNOWLEDGE THAT D. MICHAEL RIVA, HAS NOT BEEN ASKED TO REPRESENT AND/OR ADVISE THEM IN ANY WAY CONCERNING SUCH LAWS AND REGULATIONS; AND FURTHER ACKNOWLEDGE THAT SHOULD THIS REAL ESTATE BE GOVERNED BY, OR SUBJECT TO, SUCH LAWS AND REGULATIONS, THAT SUCH COULD YIELD VERY SUBSTANTIAL DAMAGES AND PENALTIES TO THE PARTIES.

Permanent Index Number:

Property Address: 2804 New Lake Road, West Frankfort IL 62896

DATED October 2, 1998.



Danny Shelton (SEAL)
DANNY L. SHELTON

Linda Shelton (SEAL)
LINDA S. SHELTON

PAGE 1 OF 2

Document 1998-006768

Document Number: 1998-006768

Document Type: DEED - ALL DEEDS EXCEPT CEMETERY

Document Group: 01 - DEED INSTRUMENT

Overview | Detail | Grantor | Grantee | Delivered To | Tax Bill | Parcel | Legal | **Fees** | Reference

Type	Description	Calc Method	Fee Amount
001	STATE OF ILLINOIS	Net	\$135.00
002	COUNTY FEE	Net	\$67.50
003	AUTOMATION FEE	Document	\$3.00
050	RECORDING FEE 1-4 PGS	1-4 Pages	\$12.00
Total Fee			\$217.50

Consideration

Full Actual Consideration: \$135,000.00

Personal Property: \$0.00

Net Consideration: **\$135,000.00**

Other Real Property: \$0.00

Mortgage Property: \$0.00

Net Taxable Consideration: \$135,000.00

Receipt Information

Recalc Fees | Recalc Fees | Add Fee | Delete Fee

[< Prev.](#)

[Next >](#)

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Not © 2008

3B4839

***"Truth invites examination & needs no defense.
Lies hide in darkness & blame everyone else."***

EX0236

Ex. I

Subject: Board members, new board members, Rule 26(a)(1) materials
From: Bob <bob@***>
Date: Fri, 30 Nov 2007 11:43:35 -0600
To: Jerrie Hayes <jerriehayes@***>
CC: "G. Arthur Joy" <gailon@***>, Gerald Duffy <gerryduffy@***>, William Christopher Penwell <chrispenwell@***>, "Kristin L. Kingsbury" <kristinkingsbury@***>, John Pucci <pucci@***>, Lizette Richards <richards@***>

Ms. Hayes:

Your reply of November 28, 2007, comes at a bit of surprise.

First of all, you state that "you will not provide me with the names and proposed dates and locations of the Board Members you wish to depose." And yet I already made it clear that I wanted to depose all the board members in southern Illinois during the week of the January board meeting. And that is why I need to know the date of the January board meeting.

Regarding my query as to which board members you felt were too new to know anything, you neglected to reply. I will simply remind you that the Plaintiffs' initial disclosures listed 12 board members as witnesses, including the name of the new board member Larry Romrell. It is clear that your clients have no problem calling new board members to testify.

And certainly new board members Stan Smith and Garwin McNeilus are not less knowledgeable than Mr. Romrell. Mr. Smith is listed as a board member on 3ABN's Form 990 for 1998, the same year Danny Shelton bought a house from 3ABN for about \$6,100 and sold it a week later for \$135,000. And Mr. McNeilus is one who purportedly was involved in the surveillance of Linda Shelton in 2004.

Regarding the Plaintiffs' refusal to authorize the inspection or production of Rule 26(a)(1) materials, despite no motions being filed seeking protective orders for particular documents, and your unwillingness to further "discuss any details concerning copying of materials," I suppose the next step is to bring this matter to the attention of the court.

Lastly, perhaps you did not understand my final paragraph. (206) 203-3751 was my fax number long before Mr. Joy or I became aware of the scandals at 3ABN, and he uses my fax number at my permission, not vice versa.

Bob Pickle

P.S. It is a puzzle to me why the defendants have not received any "written demand for settlement" from the plaintiffs, even though the plaintiffs' Rule 26(f) Conference report said they would make such a written demand by August 31, 2007. Did I miss something?

60. For 2001, applicant's total revenue and other support were \$13,935,318.64. Applicant's total expenses were \$11,940,167.11 for a net profit of \$1,995,151.53. Under the sub-category entitled "Schedule of Supporting Service Expenses," \$4,026,680.45 is listed; of that amount, \$1,219,639.23 is shown as wages. (Applicant's Ex. No. 15)

61. The Independent Auditor's Reports for 2000 and 2001 state:

Dowlink equipment acquired by gift is not recorded in the financial statements. In our opinion, generally accepted accounting principles require that such donated property be recorded at its fair value at the date of receipt. It was not practicable to determine the effects of the unrecorded equipment on the financial statements.

In connection with the recording of real estate revocable trusts, the fair values of the trusts were based on internal estimates performed by the organization. We were unable to obtain sufficient evidential matter in connection with the estimates of fair value.¹⁴ (Applicant's Ex. Nos. 14, 15)¹⁵

62. Applicant's donations are broken into restricted and unrestricted funds.¹⁶ Restricted funds are for a particular product or project. Applicant had restricted net assets of \$757,891.39 in the year ending December 31, 2000, and \$1,454,857.61 in the year ending December 31, 2001. (Intervenor's Ex. No. 10; Tr. pp. 343-350)

Religious Considerations

63. Applicant is exempt from the payment of Illinois Retailers' Occupation Tax and related taxes pursuant to a finding by the Department of Revenue that applicant is a religious organization under those tax laws. (Applicant's Ex. Nos. 6, 7)

¹⁴ The financial report for 2000 contains additional concerns found by the independent auditors.

¹⁵ Applicant's financial reports raise additional questions and concerns. For example, the unrecorded contribution revenue related to charitable gift annuity agreements were not recorded in conformance with generally accepted accounting principles. The "related party transactions" were acknowledged without identifying the parties. The notes refer to "split interest agreements," where applicant received the assets funding the trusts and applicant is to pay certain amounts for specified periods of time to the donors. There is nothing in the record to identify the donors or the assets. None of the trust agreements were supplied. (Applicant's Ex. Nos. 14, 15)

its satellite systems, nor was a clear policy even articulated through oral testimony. Rather, if an individual were unable to pay the cost of the system, applicant's secretary would contact Danny Shelton who would determine, with the board's guidance, whether the product should be given away. "Applicant has no policy that says give away." (Tr. pp. 295-303).

In fact, applicant has no records of materials given away in 2000 or 2001. Applicant has no specific written policy that outlines what factors are used or what direction is given by applicant's board or president that allows applicant to distribute items at a reduced rate or free of charge. (Tr. pp. 586-589, 614-616). Applicant has, therefore, failed to establish that the facts relied upon by the Inter-Varsity court to grant the exemption therein are present in this case.

Finally, in Evangelical Teacher Training Ass'n v. Novak, 118 Ill. App.3d 21 (1983) a nonprofit association of religious educational institutions promoted Christian education by sending its officers to lecture at religious colleges, advising religious educators on training seminary students, preparing materials for Bible courses that were written by faculty at member schools, and distributing its publications, often free, to libraries and schools. In affirming the entitlement to a property tax exemption, the appellate court distinguished Scripture Press Foundation in several respects. First the training association constituents were religious organizations and its officers were ministers. Second, upon dissolution, the training association's assets would go to a charitable purpose. Third, the training association did far more than distribute religious materials to others; its officers were deeply involved in religious teaching, which served "to directly accomplish its corporate purpose, the promotion of Christian education, in a manner which could not be achieved through the mere sale or distribution of its books and religious materials." Evangelical Teacher Training 118 Ill. App. 3d at 26. Similar to the circumstances in Scripture Press Foundation and its distinction expressed in Evangelical Teacher Training, 3ABN's officers are not ministers and its constituents are not religious

Ex. V

**THE
ANTICHRIST
AGENDA
TEN COMMANDMENTS TWICE REMOVED**

**DANNY SHELTON
SHELLEY J. QUINN**

EX0240

The Antichrist Agenda - Ten Commandments Twice Removed

This edition published 2004

Cover Photos by John Lomacang
Cover Design by John Lomacang

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Danny Shelton and Shelley J. Quinn
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Printed in the United States of America

ISBN 0-9720888-3-0

Scripture quotations used in the book are from the following sources:

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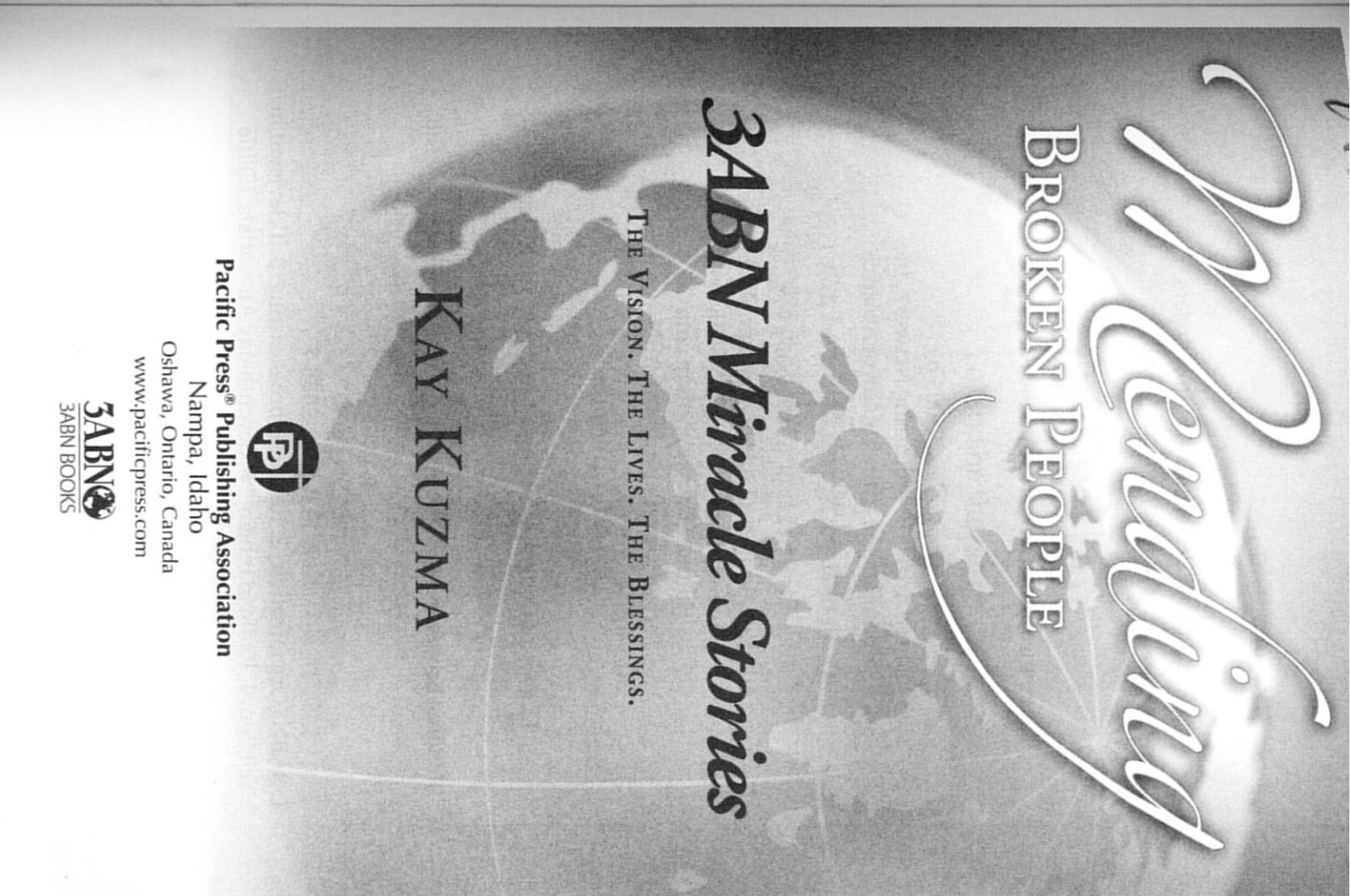
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Scripture quotation marked "KJV" are taken from The Authorized King James Version of the Bible.

*We dedicate this book to
seekers of the Truth*

The coming of the lawless one
is according to the working of Satan,
with all power, signs, and lying wonders,
and with all unrighteous deception
among those who perish, because
they did not receive the love of the truth,
that they might be saved.
2 Thessalonians 2:9-10

Ex. W



EX0242

Cover designed by Kenton Rogers
Photos provided by 3ABN

Unless otherwise noted,
all Scripture quotations are from the King James Version.

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Additional copies of this book are available by
calling toll free 1-800-765-6955 or
online at www.abcasap.com
Also available from 3ABN
618-627-4651 or online at www.3ABN.org

Library of Congress Cataloging-in-Publication Data

Kuzma, Kay.
Mending Broken People : the vision, the lives, the blessings / the
miracle stories of 3ABN / Kay Kuzma.

p. cm.
"3ABN books"
ISBN: 0-8163-2066-7

1. 3ABN (Organization) 2. Religious broadcasting. 3. Television in
religion. 4. Radio in religion. 5. Seventh-day Adventists. I. Title

BV655.K89 2005
269'.26—dc22 2004065471

05 06 07 08 09 . 5 4 3 2 1

Dedication

To God be the glory

*“For the Lord God is a sun and shield;
The Lord will give grace and glory;
No good thing will He withhold
From those who walk uprightly.*

*O Lord of hosts,
Blessed is the man who trusts in You!”*
—Psalm 84:11, 12, NKJV.

- 3ABN Music completed new CDs by Allison Speer, Danny Shelton, Maddy Couperus, Darrell Marshall and Annette Campbell, the Kids Time Singers, and a 3ABN Family Album.
- A record number of people, more than 1,500, attended 3ABN camp meeting on the last weekend of May, and for the first time, 3ABN held a fall camp meeting, September 30—October 2.
- 3ABN began planning a third television network—Urban Inspirational Television—which will target minorities in major cities.
- On July 1, 2004, 3ABN launched 3ABN Books in cooperation with Pacific Press® Publishing Association. The first two books published were: *Mending Broken People*, a book written by Kay Kuzma telling the story of twenty years of miracles at 3ABN and *The Antichrist Agenda* by Danny Shelton and Shelley Quinn.
- Construction on two new television production trucks was started in New York City and France.
- Twenty-five new radio stations came on the air for a total of 57 outlets.
- 3ABN began using “virtual sets” to cut costs and increase production.
- The new magazine *3ABN World* was launched, with a free monthly subscription available.

2005

- Theme for 2005: Revival and Reformation.

* * * * *

In just twenty years, God has fashioned a worldwide network of television and radio programming broadcasting the undiluted three angels’ messages in many languages with the potential to reach billions. It is abundantly clear that God has carefully provided for each need. As you review the history and accomplishments of 3ABN, may you remember Philippians 4:19—“But my God shall supply all your need according to his riches in glory by Christ Jesus.” Truly, God has guided and provided for 3ABN—and He will provide for you.

Appendix 2

Who Are Seventh-day Adventists, and What Do They Believe?

Seventh-day Adventists are Christians who base their faith on Jesus Christ and upon His Word, the Bible. All their fundamental beliefs are found in the Bible. Above all, Adventists believe in salvation by faith through Jesus Christ.

The Seventh-day Adventist Church was officially organized in 1863. Many of those early believers who formed the church were a part of the Millerite movement of Christians who believed Christ was coming in 1844. When they were disappointed, some turned against God, and others drifted back to their old churches, but a small group banded together and went to their Bibles to see where they had erred in their thinking. Their study revealed a number of Bible truths that the established denominations either ignored or explained away without supporting Bible evidence. The first was the realization that the seventh-day Sabbath had never been changed by God. God established the Sabbath at the end of Creation week and commanded His children to keep it holy (see Exodus 20:1-17). Another important Bible truth they discovered was that death is an unconscious state, that there is no soul that lives apart from the body (see Ecclesiastes 9:5, 6). The resurrection of the body along with man’s restored spirit at Christ’s coming make up a living soul. And since the body is the “temple of the Holy Spirit” (1 Corinthians 6:19, NKJV), it is important to keep it healthy. That’s why Adventists believe in living a healthy lifestyle and why health information is such a vital part of 3ABN’s broadcasting.

Ex. X**Subject:** RE: MAP**From:** "Nicholas Miller" <nMiller@***>**Date:** Tue, 19 Sep 2006 17:02:39 -0700**To:** "G. Arthur Joy" <gabbjoy4@***>

Hello Gailon,

Thank you for the update. I have had short, positive, but non-committal responses to my two and a half page letter from both Elders Dwight Nelson and Jay Gallimore. I have noticed, however, that neither Danny nor Tommy have appeared last night or tonight on the program. I am uncertain if there is a connection or not with my concerns, as it could be a coincidence. I know that Mark Finley seemed quite opposed to the idea of either Danny or Tommy appearing on the Hope Channel during this period of investigation, and was going to communicate this to the PMC leadership. Prior to my discussion with him yesterday, he seems to have been unaware that Danny and Tommy were appearing on the program.

I think the idea of a mixed, neutral tribunal is a good one, as any one in Linda's camp has completely written off the Three Angels board as a fair and unbiased tribunal. While that is perhaps not entirely fair, it is true that the board gives Danny a tremendous amount of latitude in operation, and gives him the benefit of almost every doubt. Thus, I imagine that either Alyssa or Linda will only appear before a neutral, church related body, perhaps that includes 3ABN board representation. The sticking point, ironically, may well be Danny, who has told me that he is unwilling to place his fate in a group made up of church leaders.

I have wondered about the numbers. When I spoke with Danny about a month or so ago, he insisted that numbers were up by a couple of million. But when I spoke with a board member he indicated that the finances were not doing well, in part relating to a tremendous amount of money 3ABN put into the "Ten Commandments Twice Removed Book" which was distributed by the millions during the spring. I am quite certain that Danny received royalties on this, probably to the tune of several hundred thousand dollars, although he is refusing to disclose the amount to his own board members. This is a gross conflict of interest and also an improper personal inurement that could cause the ministry to lose its tax exempt status if it came to light. It is the kind of thing that led to my leaving the board.

In any event, Danny needs at least a leave of absence to have these things sorted through and for him to re-orient himself. He has been used by God, has had a good heart, but has, in my opinion, become confused and misguided over the last couple of years. It is questionable whether the Three Angels board, on its own, can come to grips with these issues.

Let me know how things unfold,

Blessings,

Nick Miller

From: G. Arthur Joy [mailto:gabbjoy4@***]
Sent: Tuesday, September 19, 2006 3:11 PM
To: Nicholas Miller
Subject: RE: MAP

Greetings, Atty Miller,

I spent nearly two hours with Pastor Finlay today and he has agreed to work to develop a mixed forum to review the all evidence. This process is very preliminary, however, it is yet another step in the right

direction. I continue to pray and trust that the Lord will open the way for the Board at 3 ABN to see the light and implement appropriate reforms before we reach a point of no return.

I have this gut-wrenching feeling that the process could be the most devisive the Church has dealt with since John Harvey Kellogg. The difficulty here is that Danny purports to represent a theology that is clearly conservative, while living as though he bought into the theology of Ford, et al.

There is some comfort in the numbers I recently received that seemed to indicate that they have a rock solid support base of approximately 5000 that give systematically and monthly and about another 100,000 +/- that contribute annually, primarilly project based giving. However, I keep receiving information that not only the 100k are cracking, but a significant number of the 5000 are beginning to wonder and turn their backs. Several regular campmeeting goers have indicated they are not going this fall. Although the curiosity factor could result in a lot of new attendance.

I will transcribe my notes and try to finish interviews with another three that I never have had time to get back to. My notes indicate that only Dryden, the church secretary and the mother of one victim and two male victims indicated he had been defrocked. I will check with what I recall as the United Church's of God. I will contact the church secretary to determine affiliation and will get some one to confirm the defrocking.

For your information, the Allyssa letter elicited a response from Walt in the form of a direct question to Allyssa regarding whether or not the letter was signed by Allyssa. If it was signed by Allyssa then they were asking her to meet with a 3ABN panel to answer questions regarding the allegations. Allyssa did not pick up the letter (mailed requesting a certified receipt). I am going to see if we can elicit a response from Allyssa, however, and see if we can get her to agree to meet a much more neutral panel. What are your thought on this?

I have an engagement and must run. Thank you for your e-mail.

Gailon A Joy

----- Original message -----

From: "Nicholas Miller" <nmliller@***>

Hello Gailon,

I have written a letter expressing my concerns to the leadership of my local church as well as Pioneer Memorial church leadership. I have had a conversation with Pastor Dryden authenticating the letter that was sent to me. I have sent a copy of that to PMC leadership as well. I have written to Pastor Dryden requesting a signed copy of the letter, which he has agreed to give me. I would very much like to have your investigative notes from your interviews with victims and families that you have previously mentioned. I am beginning to receive calls from highly placed church officials, and I am needing to make sure I verify what information that I can. Also, do you know if anyone has confirmed with the Church of God denomination whether Tommy Shelton actually was defrocked? In other words, are we still taking Pastor Dryden's word for it, or do we have independent confirmation from COG institution?

Let us pray that the whatever happens does not interfere with the evangelistic efforts of Pastor

Bachelor during this important series of meetings.

Blessings,

Nicholas Miller

From: G. Arthur Joy [mailto:gabbjoy4@***]
Sent: Saturday, September 16, 2006 8:07 PM
To: Bob
Cc: NMiller@freedom-law.com
Subject: Re: MAP

Bob:

No coincidence your e-mail. Received a call from Nick Miller, esq this evening. Wants to approach the Pioneer Memorial Board tomorrow. Needed the copy of Ezra COG letter. I do not have info here at home. Needs a copy converted to pdf and e-mailed to him. Can you do this? Otherwise will have to go to office in afternoon tomorrow to do this which will delay the issue yet another day.

Nick Miller, esq is NMiller@***

For the record, Nick comes highly recommended by several leadership workers that maintain he is a man of honesty and integrity and is in step with the Pioneers of our Faith. While I have had my reservations due to his position as counsel and 3ABN Board member, I am convinced he has a similar agenda, particularly as it relates to MAP. I am also sure you can talk with him in confidence. He is working with the Freedom Law Project at Andrews that will most likely become the foundations for the first Law School in the Adventist education system.

The number he left was 574-***-****.

Gailon Arthur Joy

----- Original message -----

From: Bob <bob@pickle-publishing.com>
Hi Gailon.

***** called me about Doug and Dwight's MAP Seminar on 3ABN. Danny is having special music, and Tommy is accompanying him. Danny introduced Tommy last night and Doug introduced him tonight. Danny gave a talk tonight about how God gave him a dream to start his ministry, and also mentioned "dreams." I didn't see it myself, but that is what Larry told me was on tonight, and my wife confirmed that Danny had one of the songs last night accompanied by Tommy.

So it appears that Danny is using the MAP Seminar to make a case for 3ABN and his and Tommy's continued involvement with it, which I think is unethical given the

allegations against him. And Dwight and Doug's assistance in his making his case will not make them look good when this goes public.

I'm considering calling Dwight tomorrow, but I've never met him before, so he has no basis for taking stock in what I have to say. I could offer to forward Dryden's letter to him as he should qualify as being a responsible individual in a position of Adventist leadership, but that may result in retribution against whomever works at 3ABN that is connected to Dryden, which was a concern of his.

Your thoughts?

Bob

► **Immigration Law Compliance. 107**

Three Angels Broadcasting Network is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Three Angels Broadcasting Network within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

► **Conflicts of Interest. 108**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Three Angels Broadcasting Network wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Three Angels Broadcasting Network's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Three Angels Broadcasting Network as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Three Angels Broadcasting Network does business, but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as

a result of any transaction or business dealings involving Three Angels Broadcasting Network.

► **Outside Employment 110**

Employees may hold outside jobs as long as they meet the performance standards of their job with Three Angels Broadcasting Network. All employees will be judged by the same performance standards and will be subject to Three Angels Broadcasting Network's scheduling demands, regardless of any existing outside work requirements.

If Three Angels Broadcasting Network determines that an employee's outside work interferes with performance or the ability to meet the requirements of Three Angels Broadcasting Network as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Three Angels Broadcasting Network.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Three Angels Broadcasting Network for materials produced or services rendered while performing their jobs.

Ex. Z**Subject:** conflict of interest form from HOTY**From:****Date:** Mon, 5 Feb 2007 17:47:26 -0800**To:** "G. Arthur Joy" <gabbjoy4@***>

Here it is!!

INTER-OFFICE MEMO

January 28, 2007

From: Mollie Steenson

Ladies and Gentlemen,

Our auditors have informed us that we need to have a Conflict of Interest Statement signed by all employees.

Please sign the enclosed Statement and return it to the Accounting Department as soon as possible. If you have any questions you may talk with either me or Larry Ewing.

Thanks,
Mollie

Conflict of Interest Policy

Definition

A conflict of interest is any circumstance under which the interests of an individual (including, but not limited to a director, officer, employee, volunteer or any person in the individual's immediate family) can be seen as competing with the interests of the organization or harmful to it. The individual may be influenced or have the appearance of being influenced by a motive or desire for personal advantage (direct or indirect, present or potential) that is not in the best interests of the organization.

Purpose

The overarching purpose of a conflict of interest policy is to protect the integrity of the organization, its directors, officers, employees and volunteers, and its decision-making processes and to enable our constituents and constituencies to have confidence in the integrity of the organization.

Further the conflict or interest policy is [1] to help directors, officers and employees identify situations that present potential conflicts of interest, [2] to provide Three Angels' Broadcasting Network (3ABN) with a procedure that, when observed, will allow a transaction to be treated as valid and binding even though a director, officer or employee may have a conflict of interest with respect to the transaction and [3] to protect 3ABN's interest when it is contemplating entering into a transaction or arrangement

EX0251

that might benefit the private interest or a director, officer or employee of 3ABN or may result in a possible excess benefit transaction.

This policy is intended to supplement, but not replace any applicable state and federal laws governing conflict of interest which applies to not-for-profit charitable organizations.

Procedures

1. A conflict of interest statement (statement of acceptance) will be signed by directors, officers, employees or volunteers at the time of their initial appointment. Upon acceptance of the conflict of interest policy by the board of directors, all current directors, officers, employees or volunteers will be asked to review the policy and indicate their compliance with the policy by signing the conflict of interest statement.
2. Annually directors, officers, employees or volunteers will be required to update and sign the conflict of interest statement.
3. Responsibility for administration of the conflict of interest statements shall be the office of the general manager of the organization. The conflict of interest statements shall be made available to the auditors and members of the audit committee.
4. Pre-existing conflicts of interests: Any director, officer, employee or volunteer who believes that he/she is not or may not be in compliance with the policy, should disclose the circumstances and provide any and all relevant information to the board of directors. Any director or other person reporting a conflict of interest shall not be present during or participate in the final deliberations or decision regarding the matter under consideration. The matter shall be resolved by a vote of the board or its executive committee and duly recorded in the minutes.
5. Potential conflicts of interest must be [1] reported to the chairman of the board of directors if the potential conflict involves a board member, an officer or administrative director or member of their families or [2] reported to the general manager when the potential conflict involves any other employee, volunteer or a member of their families. Following full disclosure of the potential conflict, the board will decide if a conflict exists and if so, the appropriate course of action to be taken. Appropriate courses of action will include but are not limited to warning, suspension, dismissal, and repayment of costs. The decision shall be duly recorded in the minutes.
6. Third-parties may disclose alleged conflicts of interests in writing and with supporting documentation to a director or officer of 3ABN. The source of the third party reports shall be held in confidence by the director or officer receiving the complaint, unless required by court order to divulge the information or if there is evidence that the third party report is fraudulent or made with malicious intent. The report shall be evaluated by the in-house executive committee and, if found to be valid, reported to the board of directors for the appropriate action.
7. Non-compliance is the failure to comply with the policies on conflict of interest and include, but are not limited to:
 - a. Personal gain at the expense of the organization
 - b. Failure to adequately disclose present or potential conflicts of interest
 - c. Failure to comply with decisions made at the board regarding the conflict of interest.

Non-compliance will result in appropriate action, which may include disciplinary action or dismissal.

Conflict of Interest Statement

I have been provided with a copy of the Conflict of Interest Policy for 3ABN and I am in full compliance with this policy and have been at all times during the past year.

EX0252

- I am not now nor have I in the last year been a participant, directly or indirectly, in any arrangement or agreement, investment or other activity with any vendor, supplier, or other party doing business with 3ABN which has resulted or could result in a benefit to me or my family.
- I have received no substantial payments or gifts (other than token gifts) from suppliers or agencies doing business with 3ABN.
- I have not served as an officer, director, trustee or agent of any organization affiliated with 3ABN in any decision-making process involving financial, legal or other interest adverse to 3ABN.

Any exceptions are stated below and/or separately attached with a full description of the transactions and of the interest, whether direct or indirect, which I have or have had during the past year with persons or organizations having transactions with 3ABN.

"You're only given a little spark of madness. You mustn't lose it." Robin Williams

EX0253

Ex. DD

Subject: RE: Statement
From: "Nicholas Miller" <nmler@freedom-law.com>
Date: Thu, 2 Nov 2006 17:34:58 -0800
To: "G. Arthur Joy" <gabbjoy4@comcast.net>

Gailon,


I wouldn't make a specific release to clarify this, just make the change in your notes. I never knew that this was a policy directive, although I can imagine that the instructions not to give Linda confidential information perhaps were understood in this way. Darrell was one who was suspected of having mailing lists and forwarding them to Linda, and possibly received a cease-and-desist letter regarding confidential information. But I would not have written a letter requiring no contact, as that would go far beyond what we could legally or fairly require as an employer.

As to Bob's question, the short answer is this: A year ago from last January I came across various information both financial and operational, and some personal in relation to Danny, that deeply concerned me, and was relevant to both my role as attorney and board member. If it was not straightened up, I could not in good conscience stay on in either role. I approached the chairman of the board, and one or two influential board members, to work to straighten it up. For the next two or three months, with their assistance, we began to put policies in place, financial, personnel, and other accountability structures for leadership. Unsurprisingly, Danny began to get annoyed when policies were proposed or actually implemented that curbed his authority. He became aware that my concerns were the driving force behind much of it, and he confronted me, and essentially told me to back off, or he would have his former brother-in-law, a current Three Angels senior employee, "investigate" my legal representation. It was a strong message that I back of my concerns or lose my legal role with Three Angels. Well, I'm not that kind of lawyer, so I didn't back off, and his brother-in-law took my billing records, modified them without my knowledge, and sent them with a report to the board members claiming that I had billed for services that had not been requested by management. It was an odd charge, as I submitted detailed bills every month, and management signed off on the bills, and knew exactly what I was doing. This related to bills that had been happily paid more than a year earlier. But in any event, Danny beat me to the punch with the larger board, and of course I needed to raise the other financial and operational concerns to explain why Danny was accusing me of this. The board was not interested in the details of either of our accusations, they did not ask to see the billing records, they did not ask to view the evidence underlying my accusations. Basically they said, and I'm paraphrasing an important board member, that "Nick's a good guy, Danny's a good guy, but they cannot work together anymore, somebody needs to leave, and Danny's too important to go." I had no desire to stay around and serve on a board that would not take seriously its oversight role, and would not even be curious about the evidence involved I had graduate studies and the Institute to pursue, and thus I willingly tendered my resignation. Some of the board members felt badly about it, including Ken Denslow. Walt Thompson told me that he knew that Danny was just trying to get rid of me, and said that he would give me a recommendation if I needed it. I have had a gentlemen's agreement with 3-ABN not to raise this story, if they did not spread about me the allegation of billing impropriety, but as you know that allegation, I feel free to share my side with you. But please do not spread it more broadly, only to those that know off the allegation against me.

EX0254

2/18/2008 7:12 PM

Ex. EE

 **fallible humanbe...**


Feb 13 2008, 10:08 AM

Post #194


Advanced Member
■■■■

Group: Members
Posts: 414
Joined: 10-August 06
From: Madison, WI
Member No.: 2,058
Gender: m


The most recent events in the case have taken place in a Minnesota court. The following documents detail for you the current actions in the proceedings. The current action is in response to maneuvers executed by the defendants in the case. (edit @ 12:08) I suggest that in order to gain a complete picture and understand the motion completely that all documents be read. The best order would be the affidavits, followed by the exhibits, and finally the memorandum (as it refers to the affidavits and exhibits).

 [sheltonmemor020708.pdf](#) (173.12K) Number of downloads: 33


The memorandum details the reasons for the current actions and cites the relevant case law applicable to the filing. (The main document, if you read only one this is the one to read.) Filed 02/07/08.

 [hayesaffi020708.pdf](#) (83.75K) Number of downloads: 17

Attorney Hayes' affidavit in support of the motion identifies the exhibits presented in support of the motion. Filed 02/07/08.

 [sheltonaffi020708.pdf](#) (92.42K) Number of downloads: 26

Mr. Shelton's affidavit establishing reason for the motion. Filed 02/07/08.

 [exhibits30208708.pdf](#) (965.21K) Number of downloads: 22

The exhibits used in establishing the reason for the motion and in support of the memorandum. Filed 02/07/08.

This post has been edited by **fallible humanbeing**: Feb 13 2008, 03:41 PM

But beware. Anger, fear, aggression. The dark side are they. Once you start down the dark path, forever will it dominate your destiny. - Yoda

If you would convince a man that he does wrong, do right. But do not care to convince him. Men will believe what they see. Let them see. - Henry David Thoreau

May those who love us love us. And those who don't love us- may God turn their hearts. And if He cannot turn their hearts, may He turn their ankles, so that we may know them by their limping. - Keeping Faith

 **Observer**

Feb 13 2008, 10:29 AM

Post #195

EX0255

[TOP](#) [REPORT](#)[QUOTE](#) [REPLY](#) **fallible humanbe...**

Feb 13 2008, 04:26 PM

Post #200

Advanced Member



Group: Members


Posts: 414

Joined: 10-August 06

From: Madison, WI

Member No.: 2,058

Gender: m

QUOTE(sister @ Feb 13 2008, 03:07 PM) 

This information only presents the issues from the perspective of Danny Shelton. Why have you neglected to post opposing documents, FHB? If you have access to this, I am sure you would have access to that as well. Personally, I would like to be fully informed by having all the information available.

Sister

The "opposing" documents would be the subpoenas that appear in the exhibits - which are posted (the document referred to by Mr. Pickle (filed 01/02/08) is filed in the Mass. court and isn't part of this particular situation in the Minn. court, one should not confuse the two). These documents (posted today) were filed 02/07/08 and do not address the current issue (the Protective Order) under consideration in the case against Pickle/Joy, though they rely on that issue in making the case for the quashing of the Immediate Subpoena.

It appears to be rather simple. It seems as if there was an effort to circumvent the pending hearing (in regards to the proposed Protective Order in the 3ABN v. Pickle/Joy case) in the Mass. court. Robert Pickle attempted to execute subpoenas to gain information that, *if* determined relevant by the court, should legally be sought through the regular discovery process. This was apparently an attempt to circumvent the legal protocol to secure information which has been the subject of debate in the case.

With the filing of the memorandum three options are offered:

- A. Quash the subpoenas.
- B. Place the information sought under the conditions of the proposed Protective Order awaiting hearing in the Mass. court.
- C. Place the information sought under the control of the sitting judge in the Mass. case until a ruling on the Protective Order is made.

The pending hearings in Mass., to my understanding, are to review the requested information and determine its relevance and admissibility. This attempt by Mr. Pickle appears to be an "end around" in an effort to gather information before its relevance or admissibility is determined. Why? What would be an individuals motivation for invading the privacy of another via legal means cloaked as part of an

EX0256

ongoing legal case? It would seem to be, as the memorandum states, an abuse of the subpoena power - which of course is simply my opinion.

- FHB

This post has been edited by **fallible humanbeing**: Feb 13 2008, 04:28 PM

But beware. Anger, fear, aggression. The dark side are they. Once you start down the dark path, forever will it dominate your destiny. - Yoda

If you would convince a man that he does wrong, do right. But do not care to convince him. Men will believe what they see. Let them see. - Henry David Thoreau

May those who love us love us. And those who don't love us- may God turn their hearts. And if He cannot turn their hearts, may He turn their ankles, so that we may know them by their limping. - Keeping Faith

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1 Members: [Pickle](#)

|-- 3ABN



Go

Blue Crystals

English

Lo-Fi Version

Time is now: 20th February 2008 - 12:50 PM

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EX0257

Ex. DD

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No. 0:08-mc-7

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

AFFIDAVIT OF DANNY SHELTON

STATE OF ILLINOIS)
)
FRANKLIN, ss.)

Danny Shelton, being first duly sworn upon oath, deposes and states as follows:

1. I am the founder and recently retired President of the Board of Directors of the non-profit corporation Three Angels Broadcasting Network, Inc. ("3ABN"), duly organized in the state of Illinois. I have worked in the employ of 3ABN since 1985 and I make this Affidavit of my personal knowledge and information.

2. I have recently executed an affidavit in the litigation underlying this subpoena, captioned *Three Angels Broadcasting Network, Inc. and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle* (No. 07-40098-FDS (D. Mass.)), concerning the unduly burdensome effect that the production of my personal financial records would have upon me, and I hereby incorporate all statements made therein. A true and correct

EX0258

copy of that affidavit is attached to the Affidavit of Jerrie Hayes, filed herewith, as **Exhibit H.**

3. D&L Publishing was an unregistered D.B.A. that I used as a sole proprietorship for publishing purposes during the time I was married to my ex-wife, Linda Shelton. The last time the D.B.A. was used was prior to our divorce in 2004.

4. As owner of the D&L Publishing D.B.A., I have control over and a personal interest in protecting its financial, banking and administrative records.

5. DLS Publishing is a private, closely held corporation that I incorporated on November 30, 2004, following the dissolution of my marriage to Linda Shelton, for my own personal publishing purposes. I am the sole officer, director and shareholder of DLS Publishing. A true and correct copy of the Illinois Secretary of State Corporation File Detail for DLS Publishing is attached hereto as **Exhibit K.**


FURTHER YOUR AFFIANT SAYETH NOT.

Dated: 2-7-2008

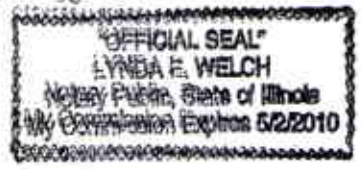


Danny Shelton
Founder, Three Angels Broadcasting

Subscribed and sworn to me
this 7 day of February, 2008.



Notary Public



Ex. EE

Subject: RE: Requests to Produce: Production of non-confidential/non-privileged documents?
From: "Jerrie Hayes"
Date: Mon, 21 Apr 2008 15:52:07 -0500
To: "Bob"

In light of Magistrate Hillman's order, Plaintiffs plan on producing copies of the confidential 26(a)(1) documents, in the manner prescribed by the recent Order, on or before May 4, 2008.

As to the documents requested in your written requests for production of documents, I will need to consult with my client as to how long they will need to assemble the confidential documents governed by Magistrate Hillman's protective order, that they have not otherwise objected to on relevance and other grounds. I will advise as soon as I am able about a date for inspection and copying of those materials.

Jerrie Hayes

From: Bob
Sent: Friday, April 18, 2008 2:09 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Requests to Produce: Production of non-confidential/non-privileged documents?

Ms. Hayes:

As you will note, I sent you the following on April 9, nine days ago. I have not received a reply thus far.

I was particularly asking about the non-confidential materials that might be produced in response to my requests to produce. Given Magistrate Judge Hillman's order, it would seem appropriate to now try to set up a time to inspect and copy all responsive documents, including the remainder of the documents that were part of the Plaintiffs' initial disclosures.

I tentatively would be able to inspect and copy whatever documents will be available at that point in time next Wednesday, Thursday, and/or possibly, though preferably not, on Friday. Whatever would not be able to be produced by then could be arranged to be inspected and copied at a later time.

Please respond at your earliest convenience so that I can plan accordingly.

Bob Pickle

----- Original Message -----

Subject:Requests to Produce: Production of non-confidential/non-privileged documents?
Date:Wed, 09 Apr 2008 16:15:14 -0500
From:Bob
To:Jerrie Hayes

EX0260

5/14/2008 7:57 PM

Ms. Hayes:

I was wondering what sort of notice might be required in order to inspect the non-confidential and non-privileged documents that should be responsive to my requests to produce served last year. For example, items that are a part of public record or that have been published, or for which privilege and confidentiality have been waived, could be produced now.

The latter category would include all evidence documenting Linda Shelton's alleged fornication or adultery, since she specifically requested that this be made public more than one year ago. Her request constitutes such a waiver.

At any rate, I am interested in arranging the copying and inspection of such documents as soon as possible. Please advise.

Bob Pickle

EX0261

5/14/2008 7:57 PM

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THREE ANGELS BROADCASTING
NETWORK, INC., AN ILLINOIS NON-PROFIT
CORPORATION, AND DANNY LEE SHELTON,
INDIVIDUALLY,

CASE No. 08-MC-7 (RHK/AJB)

PLAINTIFFS,

ORDER

v.

GAILON ARTHUR JOY AND
ROBERT PICKLE,

DEFENDANTS.

This matter is before the Court, United States Magistrate Judge Arthur J. Boylan, on Plaintiff Danny Shelton's Motion to Quash Subpoena *Duces Tecum* [Docket No. 1] and Defendants' Motion to Dismiss Plaintiff Danny Shelton's Motion to Quash Subpoena *Duces Tecum* [Docket No. 12]. A hearing was held on March 4, 2008, in the United States District Courthouse, 180 East Fifth Street, St. Paul, MN, 55101. Jerrie M. Hayes, Esq., represented Plaintiffs. Gailon Arthur Joy and Robert Pickle appeared *pro se* by telephone.

Based upon the record, memoranda, and oral arguments of counsel, **IT IS HEREBY ORDERED** that Plaintiff Danny Shelton's Motion to Quash Subpoena [Docket No. 1] is **DENIED** and Defendants' Motion to Dismiss Plaintiff Danny Shelton's Motion to Quash Subpoena [Docket No. 12] is **DENIED AS MOOT**.

IT IS FURTHER ORDERED that:

1. Defendant Robert Pickle shall pay MidCountry Bank's reasonable costs in responding to the subpoena; and

2. Upon payment of its costs by Defendant Robert Pickle, MidCountry Bank shall send all documents falling within the scope of the subpoena, **under seal** directly to:

U.S. Magistrate Judge Timothy S. Hillman
United States District Court
District of Massachusetts
Donohue Federal Building & U.S. Courthouse
595 Main Street
Worcester, MA 01608

3. MidCountry Bank shall not provide copies of the documents to any party herein absent further order of the court.

Dated: March 28, 2008

s/ Arthur J. Boylan
Arthur J. Boylan
United States Magistrate Judge

MEMORANDUM

This Court has been advised by the parties that Plaintiffs' Motion for a Protective Order has been taken under advisement by Magistrate Judge Hillman in the District of Massachusetts. Once the Protective Order is entered by the court, the documents produced under seal by MidCountry Bank in response to Defendant Pickle's subpoena in this district may be reviewed by Magistrate Judge Hillman

for compliance with the approved Protective Order. This Order shall not preclude the parties from seeking relief from Magistrate Judge Hillman as to the disclosure of the documents produced pursuant to the MidCountry Bank subpoena.

AJB

Ex. GG

This post has been edited by **fallible humanbeing**: Mar 8 2008, 11:35 PM

But beware. Anger, fear, aggression. The dark side are they. Once you start down the dark path, forever will it dominate your destiny. - Yoda

If you would convince a man that he does wrong, do right. But do not care to convince him. Men will believe what they see. Let them see. - Henry David Thoreau

May those who love us love us. And those who don't love us- may God turn their hearts. And if He cannot turn their hearts, may He turn their ankles, so that we may know them by their limping. - Keeping Faith

[TOP](#) [REPORT](#)

[QUOTE](#) [REPLY](#)

 **fallible humanbe...**

Mar 8 2008, 11:28 PM

Post #320

Fran,

Advanced Member



Group: Members
Posts: 441
Joined: 10-August 06
From: Madison, WI
Member No.: 2,058
Gender: m

If the IRS is so concerned that major misdeeds have been done, why is the "investigation" on hiatus? Interesting that the investigator is out on maternity leave and they haven't put anyone else in charge. Doesn't seem to be very high on their priority list now does it?

- FHB

This post has been edited by **fallible humanbeing**: Mar 8 2008, 11:30 PM

But beware. Anger, fear, aggression. The dark side are they. Once you start down the dark path, forever will it dominate your destiny. - Yoda

If you would convince a man that he does wrong, do right. But do not care to convince him. Men will believe what they see. Let them see. - Henry David Thoreau

May those who love us love us. And those who don't love us- may God turn their hearts. And if He cannot turn their hearts, may He turn their ankles, so that we may know them by their limping. - Keeping Faith

[TOP](#) [REPORT](#)

[QUOTE](#) [REPLY](#)

« Next Oldest · **3ABN** · Next Newest »

12 Pages ▾ << < 6 7 8 9 10 > >>

[AddReply](#) [NewTopic](#)

1,000 + posts

BlackSDA Faithful

Group: Members
Posts: 1,483
Joined: 29-July 06
Member No.: 1,960
Gender: m

QUOTE(appletree @ Mar 8 2008, 11:58 PM)

Yes, I'm sure that's it. All 140 people at 3abn made up negative remarks about Linda totally on purpose, hoping that somehow, each individual's remarks would get to Danny and their jobs would be safe. 🙄

Sorry, I was there when Linda was. I mixed with the workers, especially production. I heard and saw first hand what they thought of her, her ideas, and her treatment of anyone under her. This was way before the split.

How come other people that I'm told the staff talked about haven't been given the same treatment?

[TOP](#) [REPORT](#)[EDIT](#) [QUOTE](#) [REPLY](#) **Pickle**

Mar 9 2008, 09:31 AM

Post #329

1,000 + posts

BlackSDA Faithful

Group: Members
Posts: 1,483
Joined: 29-July 06
Member No.: 1,960
Gender: m

QUOTE(fallible humanbeing @ Mar 8 2008, 11:28 PM)

If the IRS is so concerned that major misdeeds have been done, why is the "investigation" on hiatus? Interesting that the investigator is out on maternity leave and they haven't put anyone else in charge.

Was it a boy or a girl?

I noticed that that Congressman from out west whose family business got raided by the FBI last April wasn't indicted until recently. Therefore, how much time would need to go by before we can breathe easier?

[TOP](#) [REPORT](#)[EDIT](#) [QUOTE](#) [REPLY](#) **Pickle**

Mar 9 2008, 09:35 AM

Post #330

1,000 + posts

BlackSDA Faithful

Group: Members
Posts: 1,483
Joined: 29-July 06
Member No.: 1,960
Gender: m

I forgot to ask you, FHB, why did Attorney Hayes tell Magistrate Judge Hillman on Friday during our hearing that there was no IRS criminal investigation going on if you know so much about it as to know that the investigator is out on maternity leave?

FILE COPY

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

March 28, 2008

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle and Mr. Joy:

Pursuant to the March 10, 2008 Order of Magistrate Judge Timothy Hillman, enclosed and served upon you are documents described in Plaintiffs' 26(a)(1) Initial Disclosures totaling approximately 12,575 pages.

These documents have been provided to you without charge in electronic form on DVD for ease of shipping and convenience of review. If you desire the documents in hard copy form, please provide me written request, along with a check in the amount of \$3,243.75, for copying and shipping charges, made payable to Siegel, Brill, Greupner, Duffy & Foster, P.A..

Sincerely,


Jerrie M. Hayes

JMH/gkh 

EX0267



 **FILE COPY**
1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerrichayes@sbgdf.com

May 14, 2008

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

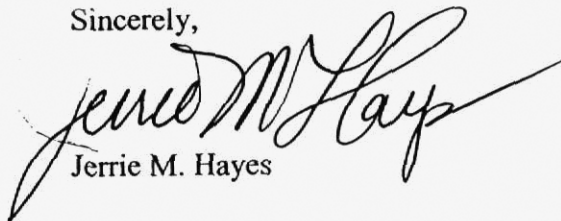
Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle and Mr. Joy:

Enclosed and served upon you please find Confidential documents identified in Plaintiffs' Rule 26(a)(1) Initial Disclosures (constituting the remainder of Plaintiffs' (26)(a)(1)-identified documents) and produced in response to Judge Hillman's Order of April 17, 2008. Please note that this production includes only one "Mending Broken People" DVD and "Ten Commandments" book, but both are provided in their original format.

Sincerely,


Jerrie M. Hayes

JMH/gkh
Enclosures

EX0268



1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

JERRIE M. HAYES
612-337-6142
jerriehayes@sbgdf.com

May 27, 2008

VIA FAX & U.S. MAIL

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

I write concerning your undated correspondence seeking a discovery conference related to the MidCountry Bank production and related to your potential filing of confidential 26(a)(1) documents produced by Plaintiffs. I am available any of the following dates and times for such a teleconference:

Thursday, May 29 - 3:00 p.m., 3:30 p.m. or 4:00 p.m.
Tuesday, June 3 - 10:00 a.m., 11:00 a.m. or 3:00 p.m.
Wednesday, June 4 - 9:30 a.m., 10:00 a.m. or 3:30 p.m.

Please let me know which date and time you choose, and I will advise you of the telephone number where I will be reachable during that time.

I also write concerning Plaintiff's production of documents in response to Mr. Pickle's Requests for Production of Documents. In light of the overwhelming volume of information implicated by the Requests, much of which is extremely sensitive and highly confidential, Plaintiffs intend to produce relevant documents according to the following schedule:

June 13, 2008 Plaintiffs will produce all relevant, non-confidential and non-privileged responsive documents.

June 20, 2008 Plaintiffs will produce all relevant, confidential documents that do not contain donor-identifying information, pursuant to the discovery protocol of Magistrate Judge Hillman's April 17 Confidentiality and Protective Order.

EX0269

EXHIBIT

A

May 27, 2008
Page 2

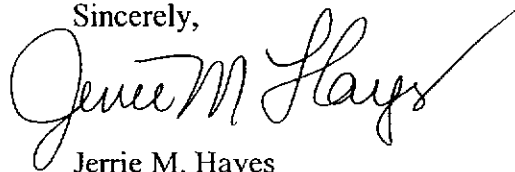
June 27, 2008 Plaintiffs will produce all relevant, confidential documents containing donor-identifying information, with the donor-identifying information redacted as necessary, pursuant to the discovery protocol of Magistrate Judge Hillman's April 17 Confidentiality and Protective Order.

July 11, 2008 Plaintiffs will produce a privilege log identifying all relevant, privileged responsive documents.

These documents will be produced in CD-Rom format at no cost to Defendants. Should you require the documents in hard-copy form, please advise and we will make arrangements for Defendants' payment of copying and shipping costs.

If you have any objection to the production schedule or format described above, please advise me in writing on or before Friday, May 30, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Jerrie M. Hayes". The signature is written in black ink and is positioned above the printed name.

Jerrie M. Hayes

JMH/gkh

cc: Gailon Joy (via U.S. Mail)

EX0270

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

M. Gregory Simpson
612-337-6107
gregsimpson@sbgdf.com

June 6, 2008

VIA FACSIMILE AND U.S. MAIL

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Gentlemen:

Enclosed please find a proposed stipulation and order regarding discovery, along the lines we discussed yesterday, please review it and comment. If agreeable, fax me your signatures and I will get it filed.

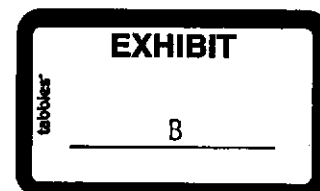
Sincerely,



M. Gregory Simpson

MGS/ad

cc: Gerald Duffy (via e-mail)



EX0271

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No. 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

**STIPULATION AND JOINT MOTION FOR AMENDED
PRETRIAL SCHEDULING ORDER AND WITHDRAWAL OF
DEFENDANT PICKLE'S MOTION TO COMPEL WITHOUT PREJUDICE**

Pursuant to Rule 16(b) of the Federal Rules of Civil Procedure and Local Rule 16.1(g), the parties, by and through their undersigned counsel, hereby stipulate and jointly move the Court for an order modifying the Pretrial Scheduling Order dated July 24, 2007 [Doc. 20] as Amended on May 3, 2008. The parties allege that good cause exists for modifying the Court's Pretrial Scheduling Order and in support of this motion state as follows:

1. The current scheduling order, as amended, sets deadlines based on the completion of discovery by July 30, 2008. Defendant Pickle has requested a large volume of documents from Plaintiffs. Many of the documents are partially or wholly privileged or confidential, and all of them must be inspected for privilege, numbering and in many cases careful redaction. Plaintiffs are working expeditiously to produce the requested documents with privileged material redacted and to correctly designate

confidential material as such under the Confidentiality and Protective Order issued by the Court on April 17, 2008 [Doc. 60], subject to objections including relevance and privilege, and now anticipate that they will have completed their phased response to Defendant Pickle's requests on or before July 11, 2008.

2. Given the July 11 date by which the production will be complete, Defendants are concerned that the current deadline for completion of fact discovery may not allow them sufficient time to conduct further discovery activities after receipt of Plaintiffs' document production, including follow up requests for documents, motions to compel, and depositions.

3. Plaintiffs' production of documents will narrow and/or moot many of the issues in Defendant Pickle's pending Motion to Compel [Doc. 61]. The parties expect that a motion to compel or for a protective order to set the boundaries on allowable discovery is still likely, but the issues in dispute will be better defined following Plaintiffs' production of documents.

4. Conditioned on the Court's granting of this joint motion to extend the deadlines in the scheduling order, Defendant Pickle hereby withdraws his motion to compel *without prejudice*. Defendant Pickle reserves his right to re-file his motion to compel. Plaintiffs also reserve their rights to object to the scope of requested discovery for any reason permitted by the rules of civil procedure.

5. In order to allow all of the parties an adequate opportunity to conduct the additional discovery needed, the parties respectfully request that the Court modify the Pretrial Scheduling Order by extending the deadlines that have not yet expired by 90 days, as follows:

- | | | |
|------|--------------------------------|--------------------|
| i. | Fact Discovery Completion: | October 30, 2008; |
| ii. | Dispositive motion deadline: | March 5, 2008; |
| iii. | Depositions completed: | October 30, 2008; |
| iv. | Plaintiffs' experts disclosed: | November 30, 2008. |
| v. | Defendants' experts disclosed: | December 30, 2008 |
| vi. | Expert depositions completed: | January 31, 2008. |

RESPECTFULLY SUBMITTED,

For the Plaintiffs Three Angels Broadcasting
Network, Inc. and Danny Shelton,
By their attorneys,

Dated: June ___, 2008

John P. Pucci, BBO #407560
J. Lizette Richards, BBO #649413
Fierst, Pucci & Kane, LLP
64 Gothic Street
Northampton, MA 01060
Telephone: (413) 584-8067

Gerald S. Duffy (MN#24703)
M. Gregory Simpson, (MN#204560)
Siegel, Brill, Greupner, Duffy & Foster,
P.A.
100 Washington Ave. S. Suite 1300
Minneapolis, MN 55401
Telephone: (612) 337-6100

For Defendant Robert Pickle:

Dated: June ___, 2008

Robert Pickle, *pro se*
1354 County Highway 21
Halstad, MN 5648

For Defendant Gailon Arthur Joy:

Dated: June ___, 2008

Gailon Arthur Joy, *pro se*
P. O. Box 1425
Sterling, MA 01564-1425

FAXED
JUN 06 2008
BY: AJD 4:55

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

DATE: June 6, 2008
TO: Robert Pickle FAX NO.: (217) 483-5491
Gailon A. Joy
FROM: M. Gregory Simpson
RE: Three Angels Broadcasting FILE NO.: 24,681-D-002
Network, Inc., et al. v. Gailon
A. Joy, et al.

PLEASE FIND 6 PAGES, INCLUDING THIS COVER.
IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CONTACT GABRIELLE AT (612) 337-6120.

FOR YOUR: Information Review Response

ORIGINAL TO FOLLOW BY MAIL: Yes No

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. postal service.

COMMENTS:

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

M. Gregory Simpson
612-337-6107
gregsimpson@sbgdf.com

June 11, 2008

VIA FACSIMILE AND U.S. MAIL- CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

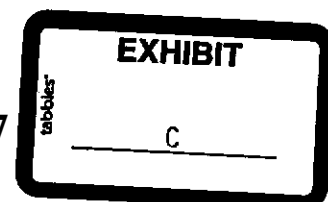
I have received Defendants' Motion to Extend all Deadlines for Discovery. In your Affidavit you state as follows:

14. The Defendants conferred with Plaintiffs' counsel on June 4 and 5, 2008, and Plaintiffs' counsel agreed that a 90-day extension of all discovery deadlines was both reasonable and acceptable. The plan was that the parties would stipulate to such an extension, in exchange for Defendant Pickle's agreement to table his Motion to Compel.

15. Plaintiffs' counsel offering to draft the stipulation, but the Defendants have not yet received that draft, though it was promised on June 5 that it would be faxed on June 6.

As you know, I had agreed to draft a stipulated order to extend discovery 90 days. I had told you that I would get the order to you by the "close of business" on Friday, June 6, 2008. At approximately 4:56 p.m. on Friday, June 6, you called me and asked where the stipulation to extend discovery was. I advised you that it was in the fax machine being faxed to you. For good measure, I also mailed you a copy so that there could be no question that you received it. You never called to say you didn't receive the document. I enclose another copy.

EX0277



Mr. Robert Pickle
June 11, 2008
Page 2

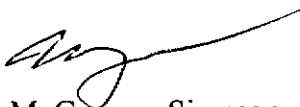
Your statement quoted above is therefore false. You have brought a motion asking the Court to do something to which I had already stipulated.

The problem with your conduct is twofold. First, you have lied to the court. Perjury is a very serious offense. You should think long and hard about whether you want to withdraw the affidavit or at least file a correction.

Second, I now have to respond to the numerous false and misleading assertions in your motion, even though I agree that the discovery deadline should be extended.

Therefore, it is my intention to ask the Court to award my client \$500.00 as a sanction against you for filing your motion when you knew perfectly well that I had already stipulated to it. You can avoid that result if you withdraw your motion and file the stipulated order that we previously agreed to. If you do not do so within one week from this letter, I will file my opposition and advise the Court about the facts in this letter.

Sincerely,



M. Gregory Simpson

MGS/ad
Enclosure

EX0278

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 18, 2008

RECEIVED

JUN 20 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

From your letter of June 11, 2008, I quote regarding your draft stipulation:

I advised you that it was in the fax machine being faxed to you. For good measure, I also mailed you a copy so that there could be no question that you received it. You never called to say you didn't receive the document.

And you never called to ask why you hadn't heard back from me yet. Personally, I am weary of hounding adverse lawyers to make sure they get their job done.

When did you mail the copy? It still has not arrived. But your letter of June 11 with the alleged "second" copy arrived on Friday.

On page two of your letter of June 11 you then accuse me of lying and perjury, followed by a quasi-demand that I withdraw my affidavit or file a correction, and by a threat of sanctions. You thus give evidence that you are not above the unbecoming conduct of your predecessor.

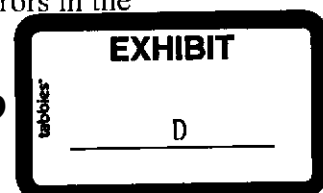
First of all, I would remind you that I view lying and perjury to be about the same. Rev. 21:7, 8, 27; 22:14, 15 give three lists of those who will be within the walls of the city, and those who will be outside those walls roasting in the lake of fire. The only sin mentioned in all three lists is lying. I take that very seriously, and that explains in part why you will find me to be characteristically and meticulously accurate in my statements, even those not made under oath.

Secondly, since your fax was never received, my statement in my affidavit is accurate as it stands, since I stated the truth when I said that we had not yet received it. If you can forward to me a log of your outgoing phone calls to demonstrate that the call was indeed made to my fax number, I can try to troubleshoot the problem further. But my suspicion is that if it ever was in your fax machine, someone never pushed the start button.

Since my wording regarding not receiving your fax was accurate and truthful, you've given no valid basis for withdrawal or correction of my affidavit.

Since you suggest that I withdraw my affidavit or file a correction, I must ask you, why have not the Plaintiffs' opposition to my motion to compel and Jerrie Hayes' affidavit been withdrawn or a correction been filed? It has been almost two weeks now since I pointed out some errors in the

EX0279



Gregory Simpson
June 18, 2008
Page 2

same, and if you have time to write these nasty letters, you certainly have time to correct the record.

Regarding the falsehoods in the Plaintiffs' opposition and Jerrie Hayes' affidavit, and in any other filings made by the Plaintiffs or their counsel, we reserve the right to seek whatever sanctions or remedies are permissible under the rules and circumstances.

Since you said you sit on the ethics committee, how would one go about filing a complaint against Gerald Duffy for invoking non-existent, common law copyright?

Sincerely,

A handwritten signature in cursive script that reads "Bob Pickle".

Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 17, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401


Counselor Simpson:

In thinking further about the 19 documents of 199 pages which were really 16 documents of 173 pages, why did you take more than six (6) months after service of my Requests to produce them?

Counselor Hayes sent her proposed schedule on May 27, which I objected to on May 28. Why would it take two and a half weeks (May 27 to June 13) to put a measly 173 pages of calendars and video catalogs on a CD, pages which were not relevant and responsive to my Requests Nos. 8, 22, and 34?

I remind you that you claim to be representing a supporting ministry of the Seventh-day Adventist Church, and as such the donors to that ministry expect their donations to be used appropriately, not to pay lawyers to play nonsensical games.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email

EX0281

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Plaintiffs,

vs.

Case No.: 1:08-mc-03

Gailon Arthur Joy and Robert Pickle,

Defendants.

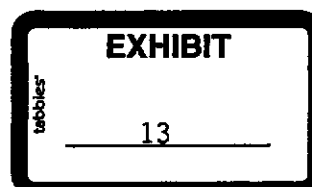
Siegel, Brill, Greupner, Duffy & Foster,
P.A.
Attorneys for Plaintiffs
By: Jerrie M. Hayes, Esq.
100 Washington Avenue South, Suite
1300
Minneapolis, MN 55401
Tel: (612) 337-6100
Fax: (612) 339-6591

BIRINGER, HUTCHINSON, LILLIS,
BAPPERT & ANGELL, P.C.
Attorneys for Remnant Publications, Inc.
By: Charles R. Bappert (P41647)
100 West Chicago Street
Coldwater, MI 49036-1897
Tel: (517) 279-9745 g\15003.6.doc
Fax: (517) 278-7844

Robert Pickle, *pro se*, Defendant
1354 County Highway 21
Halstad, MN 56548
Tel: (218) 456-2568
Fax: (206) 203-3751

Gailon Arthur Joy, *pro se*, Defendant
Box 1425
Sterling, MA 01564
Tel: (978) 422-3525

**RESPONSE TO
DEFENDANTS' MOTION TO COMPEL
REMNANT PUBLICATIONS**



EX0282

NOW COMES Remnant Publications, Inc., by and through its attorneys, Biringer, Hutchinson, Lillis, Bappert & Angell, P.C., by Charles R. Bappert, and responds to Defendants' Motion to Compel as follows:

Remnant Publications, Inc., denies that the information sought by Defendants is relevant to the underlying lawsuit between Danny Lee Shelton, Three Angels Broadcasting Network, and defendants. Furthermore, Remnant Publications, Inc., asserts that defendants' methods of discovery are overbroad, burdensome, and seek confidential business and financial documents. In addition, defendants could obtain this information from more convenient sources – namely, the plaintiffs in the case. Finally, defendants are seeking discovery from Remnant Publications, Inc., a non-party to the lawsuit, in an effort to support allegations they made against the plaintiffs without any basis or knowledge for those allegations.

WHEREFORE, Remnant Publications, Inc., requests that this Court act as follows:

- A) Deny defendants' Motion to Compel and award Remnant Publications, Inc., reasonable expenses in responding to this motion pursuant to Fed. R. Civ. P. 37(a)(5)(B), or
- B) In the alternative, direct a protective order to be put in place to preserve the confidentiality of any documents obtained pursuant to Fed. R. Civ. P. 26(c), as this same motion is being put forth by plaintiffs in the United States District Court for the District of Massachusetts.

Respectfully submitted,

Dated: May 19, 2008

/s/ Charles R. Bappert
Charles R. Bappert (P41647)
Biringer, Hutchinson, Lillis,
Bappert, & Angell, P.C.
100 W. Chicago Street
Coldwater, MI 49036-1897
Tel: (517) 279-9745
Fax: (517) 278-7844

3. Lovejoy is 3ABN's outside accountant, and Gray Hunter is his firm. The subpoena was issued in connection with litigation pending in the United States District Court for the District of Massachusetts captioned *Three Angels Broadcasting Network, Inc. and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle* (No. 07-40098-FDS (D. Mass.)). The lawsuit was filed on April 6, 2007. A copy is attached hereto as Exhibit B. Defendants' answer is attached hereto as Exhibit C.

4. Gray Hunter's counsel advised me that Gray Hunter had initially objected to the subpoena and refused to comply, but has now decided to produce all responsive documents because it does not wish to incur the expense of defending against a motion to enforce the subpoena. They have indicated that the production will occur on June 24, 2008.

5. On April 17, 2008, the Massachusetts Court issued a "Confidentiality and Protective Order" establishing a procedure for designating as Confidential all documents produced in discovery in this case, including documents produced by third parties. (Simpson Aff. Ex. D). The court's order does not address the topic of what scope of discovery should be permitted, but merely provides a procedure for designating material that is produced as confidential.

6. Defendants submitted a cover letter that accompanies the subpoena explaining their why they feel the documents are necessary for the litigation. A copy is attached as Exhibit E.

7. Gray Hunter Stenn's counsel confirmed their receipt of the subpoena on March 17, 2008. Gray Hunter advises that they timely objected to the subpoena on a number of bases, but recently advised that on June 24, 2008, they intend to comply with

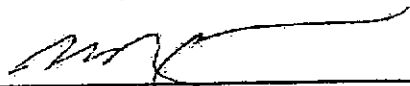
the subpoena with no restrictions, other than that all documents produced will be designated as "Confidential" under the Protective Order issued by the court in Massachusetts.

8. The subpoena seeks the same information as has been requested in Defendant Pickle's Requests for Production of Documents, request numbers 9, 10, 11 and 12, 21, 22, 25, and 26, except that those requests were more narrowly tailored. A copy of Pickle's document requests is attached as Exhibit F, and Plaintiff's responses are attached as Exhibit G.

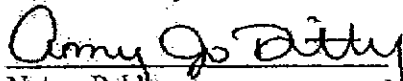
9. A motion to restrict the scope of permissible discovery, including the third party discovery at issue in this motion, is being prepared at this moment. Plaintiffs expect that the motion will be on file in the Massachusetts court in which this case is pending by the time the present motion is heard.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: June 13, 2008.


M. Gregory Simpson

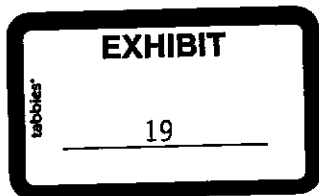
Subscribed and sworn to before
me this 13th day of June, 2008.


Notary Public



Three Angels Broadcasting Network, Inc., and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle
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PLAINTIFFS' SUMMARY OF DEFENDANTS' DISCOVERY REQUESTS RAISING AN ISSUE TO BE DECIDED BY THE COURT



DOCUMENT REQUEST NO.	Plaintiff-related Issues	Irrelevant subject matters	Privilege	Over-broad	Redaction Possibly Needed	Expensive Cumulative Obtainable through other sources Meant to harass, etc.
REQUEST NO. 1: <u>All minutes and other documents of the 3ABN Board for the entire length of time of 3ABN's existence, and on an ongoing basis.</u>		X		X		X
REQUEST NO. 2: <u>All minutes and other documents of all executive committee(s) of 3ABN, or subcommittee(s) of the 3ABN Board that pertain to <u>concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not included in Request No. 1. If less cumbersome, costly, or time-consuming for You, You may choose to produce all documents of such entities from January 1, 1991, onward for our inspection or copying.</u></u>	X	X		X		X
REQUEST NO. 3: <u>All minutes and other documents of all 3ABN departmental or division board(s), committee(s), subcommittee(s), or book committee(s), including those of</u>	X	X		X		X

¹ Note: Many of Defendants' document requests contain this last sentence (2-4, 6), but will only be addressed here, for convenience. This sentence does nothing to make the Request less cumbersome, costly or time-consuming, and Plaintiffs argue that this time-frame steps far beyond what should be a relevant time-frame, which should be approximately 2001 through January 2007, unless Defendants seek information for a specific transaction or event by identifying it with particularity.

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DOCUMENT REQUEST No.	Plaintiff-related Issues	Irrelevant subject matters	Privilege	Over-broad	Redaction Possibly Needed	Expensive Cumulative Obtainable through other sources Meant to harass, etc.
<p>3ABN Books, of 3ABN Music, and of any other departments or divisions, whether domestic or foreign, that pertain to concerns, discussions, investigations, actions or decisions regarding any Plaintiff-related Issues, whatever is not already included in Requests Nos. 1 or 2. . . .</p> <p>REQUEST NO. 4: <u>All reports or correspondence, such as letters, memos, notes, electronic mail, or other communication, or other documents authored, handled, read, reviewed, sent, or received by independent contractors who are relatives of Plaintiff Shelton, or by any 3ABN officer, director, department head, employee, or key employee, or any relative, agent, or attorney thereof, whether past or present, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, the Defendants, Save3ABN.com, or any internet forum or other website containing concerns or criticism about one or both Plaintiffs, including but not limited to the open letters reported to be sent by Tommy Shelton or Carol Shelton to the Community Church of God in early 2007, the receipt for a pregnancy test purchased in 2004, and the trial transcript of the administrative hearing before Judge Barbara Rowe, whatever is not already included in Requests Nos. 1, 2, or 3....</u></p>	<p>x</p>	<p>x</p>	<p>x</p>	<p>x</p>	<p>x</p>	<p>x</p>
<p>REQUEST NO. 5: <u>All corporate documents, including but not limited to articles of incorporation, charters, by-laws, or</u></p>	<p></p>	<p>x</p>	<p></p>	<p>x</p>	<p></p>	<p></p>

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DOCUMENT REQUEST NO.	Plaintiff-related Issues	Irrelevant subject matters	Privilege	Over-broad	Redaction Possibly Needed	Expensive Cumulative Obtainable through other sources Meant to harass, etc.
<p><u>annual filings, for 3ABN as 3ABN is defined under Definitions, including the originals and all revisions thereof, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and all organizations related to 3ABN, including without limitation all such organizations formed in other countries, and documents identifying all 3ABN-related organization or 3ABN affiliates, whether or not consolidated, whether past or present, including without limitation 3ABN Latino, 3ABN Africa, 3ABN Australia, 3ABN Canada, 3ABN Nigeria, and 3ABN India.</u></p>						
<p>REQUEST NO. 6: <u>All revisions of employee handbooks pertaining to 3ABN as defined under Definitions, including but not limited to those of departments or divisions, and all policies pertaining to accounting, finance, fraud, rental or sale of assets or things owned by or donated to 3ABN, and Plaintiff-related Issues....</u></p>		x		x		x
<p>REQUEST NO. 7: <u>All documents containing the 3ABN Story, all documents referencing a promised \$100,000 donation of video equipment by Hal Steenson or his church or ministry, and all documents containing public or private admissions that the promised donation never took place.</u></p>		x		x		
<p>REQUEST NO. 8: <u>All issues of 3ABN World (or its predecessor newsletter) and Catch the Vision from all years of</u></p>		x		x		x

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DOCUMENT REQUEST No.	Plaintiff-related Issues	Irrelevant subject matters	Privilege	Over-broad	Redaction Possibly Needed	Expensive Cumulative Obtainable through other sources Meant to harass, etc.
<p><u>3ABN's existence, and issues of other periodical-type publications or catalogs from January 1, 1998, to the present, in machine readable format (PDF preferred) when extant, or in readable printed or scanned format otherwise.</u></p>						
<p>REQUEST NO. 9: <u>For 3ABN as defined under Definitions, from 1998 onward, and for all years such statements were filed with any government entity or official, all financial statements, audited or not, with attached notes, supplementary information, and auditor's report, as applicable, all engagement, management, and management representation letters pertaining to auditor(s), all unredacted Form 990's or other applicable tax returns, including but not limited to those for Three Angels Enterprises, LLC, and Crossbridge Music, Inc., with all supporting schedules, statements, or forms, all documents and records which break down the figures for contributions on these documents into annual or monthly (a) amounts received in exchange for the sale of books, cassettes, videos, CD's, clothing, or other items, (b) amounts arising from charitable gift annuities or revocable trusts, (c) amounts arising from tithes Plaintiff Shelton or any other person (with sufficient detail to identify the amount of tithes coming from Plaintiff Shelton) and (d) amounts arising from contributions of other sorts, all documents that provide a basis for breaking down 3ABN income and expenses by related organization, including</u></p>	x			x	x	

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<p>without limitation the 3ABN Sound Center, 3ABN Music, 3ABN Books, and 3ABN organizations in foreign countries, and all documents containing all detail associated with revenue and expenses on the Form 990's, financial statements, or related documents, that are categorized as "Auto," "Bad Debt," Inventory write-down," "Contract Labor," "Contributions receivable," "Cost of goods sold," or "given away" or any variation thereof, "Credit card fees," "Interest expense," "Love gifts," "Miscellaneous," "Music production," "noncash" contributions, "Other changes in net assets" (line 20 of Form 990), "Other" expenses, "Other revenue," "School subsidy," or "Special projects," whether or not the categories containing expenses of these types are labeled exactly this way.</p>						
<p>REQUEST NO. 10: All documents which demonstrate the reconciled differences between the financial statements and the Form 990's produced under Request No. 9, including the line items comprising Total Assets for 2003, all documents that explain the \$46,158 adjustment to net assets in 1999, that explain the \$3,387,100 investment in land booked in 2002 and the adjustment to its value in 2005, and that explain any other adjustments, all documents that explain the change in accounting for sales of all items other than "satellites" between 2003 and 2004, all documents that give the detail for securities capitalized in 2005, the schedule required by line 54</p>		x		x		x

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<p>of the 2005 Form 990, all documents pertaining to opinions or statements regarding independent contractors displaying the characteristics of employees or vice versa, all documents detailing grants, contributions, or payments, all documents or invoices, giving detail or not, for payments made to or received from Gray Hunter Stenn LLP, or any other external auditor or firm performing auditing, accounting, or other financial services, and all documents pertaining to the dates or amounts of any cash carried overseas.</p>						
<p>REQUEST NO. 11: From January 1, 1999 onward, all records or other documents pertaining to contributions to 3ABN from any 3ABN director, officer, or member, whether personally or via DBA's, corporations, trusts, wills annuities, foundations, tax exempt organizations, or any other means, including without limitation records or other documents giving such detail as the amount of each contribution, to whom it was given, and the purpose of the contribution.</p>		x			x	x
<p>REQUEST NO. 12: From January 1, 1998, onward, for 3ABN as defined under Definitions, organized and enumerated according to the division or entity thereof, if so kept, all documents, which list open bank, investment, credit or charge accounts, which list all employees, volunteers, or independent contractors (including amounts paid), which list all affiliates and their method of accounting, which list all</p>		x	x	x		x

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	<p><u>"disqualified persons" in accordance with Internal Revenue Service guidelines, which list all real property holdings identified by parcel number or other means, and which list all individuals who have entered accounting journals to the general ledger or any sub-ledger systems that update the general ledger activity on a regular basis, all statements for any open bank, investment, credit, or charge accounts, all documents containing charts of accounts, trial balances, account reconciliations for any balance sheet accounts, transaction level detail of gross rental income and expenses, with all associates lease agreements, and transaction level detail of inventory and cost of good sold (or "cost of goods given away" or variation thereof) accounts, all disbursement account and payroll account check registers. All documents pertaining to lists of fixed assets, including without limitation documents giving such detail as asset number, cost, accumulated depreciation, net book value, and physical location, all documents giving explanations for the transactional flows through inventory and fixed asset accounts as a result of annual physical counts and inspections, or documenting that such annual counts or inspections took place, all invoices for legal, investigative, or surveillance expenses, whether or not explicitly stated to be such on the invoice, all documents listing all split interest agreements, including details of their annual valuation adjustment, all</u></p>					

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<p>documents pertaining to lists of vendors, including without limitation documents giving such detail as vendor name, vendor number, and amount paid by year, all documents pertaining to warehousing, inventorying, or fulfillment services either performed for individuals or entities other than 3ABN or concerning products that 3ABN does not own, and all documents identifying CD's of which Plaintiff Shelton is the producer. <u>If less cumbersome, costly, or time-consuming for You, You may choose to produce all accounting records from January 1, 1998, onward for our inspection or copying.</u></p> <p>REQUEST NO. 13: All email, correspondence, letters, reports, communications of any type recorded by any device, and all other documents from D. Michael Riva, Tim Neubauer, Nicholas Miller, Garrett L. Boehm, Fierst, Pucci & Kane, LLC, Siegel, Brill, Greupner, Duffy & Foster, P.A., or any other attorney or law firm, including without limitation those which have represented either Plaintiff in any matter since January 1, 2002, identifying the results or review of any audits or investigations, which either give or decline to give a clean bill of health, including without limitation all supporting reports or other documents upon which these law firms or attorneys may have relied.</p> <p>REQUEST NO. 15: All email, correspondence, recordings, records or recordings of telephone conversations,</p>		x	x		x	

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<p>or other documents that support or do not support the claim that how Seventh-day Adventist church leaders view 3ABN has been negatively impacted by the Defendants or Save3ABN.com, or the claim that church leaders have refused to hear the side of the Plaintiffs, including without limitation documents giving such detail as the name, address, and telephone number of each such church leader, and the date of any such contact.</p>						
<p>REQUEST NO. 16: From January 1, 2000, onward, all email, correspondence, recordings, records or recordings of telephone conversations, or other documents pertaining to donors who have reduced or stopped giving, including without limitation documents giving such detail as the names, addresses, and telephone numbers of all such donors, the sums they stopped giving, the reason(s) they stopped giving, and the documented sums given each year for the previous seven years along with the intended purpose each gift was for.</p>	X			X	X	X
<p>REQUEST NO. 17: Whether concerning annuities or trusts negotiated or managed by the 3ABN Trust Department or its personnel, all documents describing or listing all charitable gift annuities by state of origin, copies of all required state registrations, the trust services log(s) recording trust services activity since January 1, 2000, all documents for charitable gift annuities originating in the state of Washington or naming</p>	X		X	X	X	X

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<u>Lottie Wiedermann as an annuitant, all invoices paid to Westphal Law Group or Lunsford & Westphal, the trust file of May Chung, and all trust office reports submitted to the corporate office.</u>						
REQUEST NO. 18: <u>All documents pertaining to the accounting procedures, policies (whether written or in practice), usage, or scheduling of the 3ABN Sound Center, . . .</u>		X				
REQUEST NO. 19: <u>All documents pertaining to items buried on 3ABN property, other than electrical, plumbing, sewer, foundation, heating, or cooling, and all invoices, check copies, or other documents associated with the building of the school, gymnasium, and Angel Lane.</u>		X		X		
REQUEST NO. 21: <u>All records or other documents pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for the cost of legal, investigative, or surveillance expenses incurred since January 1, 2003, including without limitation the examples listed under Plaintiff-related Issue "e."</u>	X	X	X			
REQUEST NO. 22: <u>All invoices or other documents concerning purchases of books or other items sold, manufactured, authored, produced, patented, inventoried, or copyrighted by any officer, director, employee, key employee, or independent contractor of 3ABN, or relative thereof, or relative of Plaintiff Shelton, whether purchased from that/those</u>		X		X		X

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<p><u>individual(s), D & L Publishing, DLS Publishing, Remnant Publications, Pacific Press, Media Opportunities IPTV, or any other individual or entity, . . .</u> <u>. . . and all editions and translations of Ten Commandments Twice Removed, including but not limited to that of the first printing.</u></p>						
<p><u>REQUEST NO. 23: All records or other documents pertaining to 3ABN eBay.com sales, and to sales to any 3ABN director, officer, independent contractor, employee, or key employee, or any relative thereof, of any donated or purchased items or assets, identifying the donors of (if a donated item or asset) and recipients or buyers of such items or assets, or containing a description of reasonable particularity of such items or assets, or the appraised or recorded value or original price paid or final sales price (whichever of these are applicable to a particular case) of such items or assets, items or assets including but not limited to the piano that sold in 1998 for \$2,000, and any antiques purchased by Shelley Quinn, and all documents pertaining to the calculation of the final sales price for the house sold to Plaintiff Shelton in 1998 as well as proof of payment for that house.</u></p>		x		x	x	x
<p><u>REQUEST NO. 24: All documents pertaining to statements made by Tommy Shelton, Plaintiff Shelton, or their relatives that relate to care for high blood pressure, heart disease, or</u></p>		x				x

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<p>any other ailment, but only in regards to ailments attributed to <u>allegations made against either Tommy Shelton or Plaintiff Shelton, including but not limited to all documents pertaining to reimbursement or payment for expenses resulting from or in connection to such ailments.</u></p> <p>REQUEST NO. 25: All documents pertaining to assets or cash donated or sold [below fair market value to government entities, including without limitation] to towns, cities, and schools.</p> <p>REQUEST NO. 26: All documents containing financial information or data not already enumerated that concern any Plaintiff-related Issue, and all documents not yet produced that would be produced in response to any of the above requests (including without limitation Request No. 9) if the end-of-year reports and audits for the current fiscal year were already completed.</p> <p>REQUEST NO. 27: All types of phone records or other documents enumerating phone calls made by 3ABN officers from January 1, 2003, onward, whether printed or not, whether detailed or not, whether paid for or reimbursed by 3ABN or not, whether 3ABN is the account holder or not, indexed as to caller or account holder or account, and anything pertaining to discussions, investigation, or decisions regarding these records and documents, or fraction thereof, whatever is not already included in Requests Nos. 1 through 26.</p>						
		x		x		
	x	x		x		
		x		x		x

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<p>REQUEST NO. 28: All documents describing the <u>relationship</u> between 3ABN and the Seventh-day Adventist Church and its various entities, including but not limited to the compensation John Lomacang receives directly or indirectly from 3ABN, all documents establishing Mollie Steenson's membership of and length of tenure on the Executive Committee of the Illinois Conference of Seventh-day Adventists, and all documents consisting of <u>communications, letters, memos, emails, agendas, or minutes</u> arising from this relationship pertaining to Thompsonville Christian School, any other Seventh-day Adventist elementary school, or any campus of Broadview Academy, in regards to sexual misconduct or child molestation allegations, and the presence of any registered or convicted sex offenders on the campus of 3ABN.</p>		x		x		x
<p>REQUEST NO. 29: All contributions of text or dialogue, including but not limited to <u>postings, publications, messages, or notes, that any director, officer, employee, key employee, independent contractor, or any relative or agent thereof</u> (including but not limited to Gregory Scott Thompson, Ronnie Shelton, or Teresa Shelton) has made to any internet website, including but not limited to any chat-room, private or public discussion forum, blog, or bulletin board, including <u>ClubAdventist.com, AdventistForum.com, BlackSDA.com, Maritime-SDA-Online.org, or</u></p>	x	x		x		x

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<p><u>ChristianForums.com, or any other website containing discussion about 3ABN, Plaintiff Shelton, the Defendants, Linda Shelton, Save3ABN.com, this litigation, any Plaintiff-related Issue, or any individual involved in any Plaintiff-related Issue, and any reports made by, record of payments made to, or correspondence to and from such individuals, whether direct or indirect, that are related in any way to any such contribution they have made to any such site.</u></p>	<p>x</p>	<p>x</p>				
<p>REQUEST NO. 31: Requests information "concerning the subject matter of . . . any Plaintiff-related Issue."</p> <p>REQUEST NO. 32: All documents, including but not limited to documents pertaining to agreements, discussions, meetings, or minutes of meetings, regarding the anticipated merger with Amazing Facts, whether past or present, including suggestions, ideas, plans, or decisions about a constituency, and ASI or the McNeilus family's involvement with any aspect therewith.</p>	<p>x</p>	<p>x</p>				
<p>REQUEST NO. 33: All applications filed with the Federal Communications Commission, and all correspondence and documents pertaining to those applications and to the decisions made regarding those applications, all documents pertaining to the purchase or sale of television or radio stations, including without limitation board actions if not already produced, and all documents pertaining to the permit acquired by Yoneide</p>		<p>x</p>		<p>x</p>		<p>x</p>

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<p><u>Dinzey for K16E1 (later called KYUM) and to its sale to 3ABN by Yoneide Dinzey and then by 3ABN to Tiger Eye Broadcasting.</u></p> <p>REQUEST NO. 34: <u>All photographs (digital or film), slides, videotapes, films, moving pictures, DVD's, CD's, CD-ROM, MP3' s, cassettes, or other types of audio or video representations in Your possession pertaining to the 3ABN Story, to the instant dispute, to Plaintiff-related Issues, to the Defendants, to Save3ABN.com, to any internet forum or other website containing concerns or criticism about one or both Plaintiffs, or to allegations made against Linda Shelton since January 1, 2004, whether prior or after her dismissal, including but not limited to any photographs of a watch or watches, certain camp meeting broadcasts of May 2004, 3ABN Today LIVE broadcasts of August 10 and December 31, 2006, and February 15, 2007 (to ensure that Defendants' copies and Plaintiffs' copies are identical), any and all recordings of phone conversations of Linda Shelton or Arild Abrahamsen, any and all audio- or video-recorded evidence against Linda Shelton, including but not limited to the audio recording referred to by Hal Steenson, Plaintiff Shelton, and Harold Lance, and the video recording referred to by Kenneth Denslow on October 23, 2006, all documents referring to such audio and video recordings or the individuals who saw or heard them, all broadcasts in which Linda Shelton referred to a newfound</u></p>	x	x		x		x

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<u>friend or sent anyone secret messages, all broadcasts in which any allegations pertaining to Plaintiff-related Issues were referred to explicitly or through innuendo, and any broadcasts or recordings that will be used for the Plaintiff's case.</u>						
REQUEST NO. 35: <u>Unredacted copies of all emails or other documents attached to the Affidavit of Mollie Steenson of May 9, 2007,...</u>		x			x	x
REQUEST NO. 37: <u>From January 1, 1998, onward, all corporation documents, including the originals and all revisions thereof, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for any organizations over which You exercised control except for 3ABN, including without limitation DLS Publishing, and all minutes and other documents of the boards or committees of any such organizations.</u>		x		x		x
REQUEST NO. 38: <u>From January 1, 1998, onward, for Plaintiff Shelton, D & L Publishing, DLS Publishing, or any DBA or corporation over which you have exercised control (other than 3ABN), all financial statements, all tax returns (including all required or filed forms, schedules, and worksheets), all financial and accounting records, all bank statements or records (including without limitation statements or records for any investment accounts, savings accounts, or</u>		x		x		x

Three Angels Broadcasting Network, Inc., and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle
 Case No. 07-40098 FDS

PLAINTIFFS' SUMMARY OF DEFENDANTS' DISCOVERY REQUESTS RAISING AN ISSUE TO BE DECIDED BY THE COURT

DOCUMENT REQUEST NO.	Plaintiff-related Issues	Irrelevant subject matters	Privilege	Over-broad	Redaction Possibly Needed	Expensive Cumulative Obtainable through other sources Meant to harass, etc.
<p><u>insurance accounts, or any other accounts which give such detail as amount(s) deposited or withdrawn, or an ongoing statement of value), and all credit or charge account statements or records (including without limitation statements or records for any credit cards, charge cards, loans, mortgages, or collateral arrangements, or any other statements or records which give such detail as amount(s) withdrawn, purchase(s) or payment(s) made, or an ongoing statement of amount owed).</u></p>						
<p>REQUEST NO. 39: <u>All proofs of payment for the house You purchased from 3ABN in 1998, all proofs of receipt or payment of the loans or mortgages You acquired from Merlin Fjarli or the Fjarli Foundation, and that You gave to Jim Gilley, and all proofs of payment to 3ABN for any services or merchandise 3ABN has, whether directly or indirectly, paid on Your behalf or given to You.</u></p>		x				x
<p>REQUEST NO 40: <u>All documents containing or pertaining to evidence of Linda Shelton's adultery, whether "spiritual" or physical, including without limitation audio or video recordings, phone records of any sort (whether printed or handwritten or otherwise), correspondence, letters, and email.</u></p>		x		x		

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<u>REQUEST NO. 41:</u> All documents pertaining to the child molestation and sexual misconduct allegations against Tommy Shelton.		X		X	X	X
<u>REQUEST NO. 42:</u> From January 1, 1998, onward, all documents pertaining to any items or assets previously donated to or owned by 3ABN that are or were subsequently in the possession of You or one of Your relatives.		X		X		
<u>REQUEST NO. 43:</u> All invoices or other documents regarding materials or labor pertaining to any home you have lived in since 3ABN was founded.		X		X		X
<u>REQUEST NO. 44:</u> All emails authored or received by, or identified by email headers as "From" or "To" Plaintiff Shelton, not subject to attorney-client privilege, including without limitation those generated from any computer used by Plaintiff Shelton, whether such computer be in a 3ABN or home office, or whether it be any of the laptops that he has owned since 1999, or whether it be any other computer, regardless of from what user names or accounts such emails were generated, including without limitation any EarthLink account, that were sent to or received from any 3ABN officer, director, employee, volunteer, viewer, supporter, or detractor, or any ASI officer or director, or any relative of Plaintiff	X	X		X	X	X

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<p><u>Shelton, or any other person not otherwise included herein, that pertain to any Plaintiff-related issue, the Defendants, or the subject mater of the instant dispute, or that do or do not support the position or positions of the Plaintiffs.</u></p>						
<p><u>Subpoena Served On Remnant Publishing:</u> For the time period January 1, 2000 to present: <u>All contracts, agreements, records, transmittals, invoices, correspondence (including but not limited to memos, letters, emails (electronic or otherwise), faxes, and recorded conversations), or other documents known or believed to be pertaining to any of the following individuals or entities [defined below].</u> <u>All ledgers, journals, records of accounts, transmittals, invoices, or other documents relating to direct or indirect payments known or believed to be made to or on behalf of or received from or on behalf of any of the following individuals or entities.</u> All records of money known or believed to be held or to have been held for any of the following individuals or entities. [Note: this request is unclear] <u>All bank statements for any accounts which any of the</u></p>		x		x	x	x

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<p><u>following individuals or entities had funds maintained in, paid into, were paid from, or had access to, whether by ATM card, by being a signatory, or by any other means, including but not limited to any such accounts at Century Bank and Trust; and records of when any such accounts were established, and of all who have been signatories on those accounts.</u></p> <p><u>All manuscripts or works in progress known or believed to be about, owned by, authored by, or under the control of any of the following individuals and entities, including but not limited to manuscripts or works in progress that pertain to books, pamphlets, tracts, audio or video recordings, or other digital recordings.</u></p> <p><u>All documents pertaining to royalties attributed to works known or believed to be owned by, authored by, or under the control of any of the following individuals and entities, including without limitation <i>The Antichrist Agenda</i> and <i>The Ten Commandments Twice Removed</i>, and any translations thereof, or pertaining to royalties paid directly or indirectly to D&L Publishing, DLS Publishing, Danny Shelton, or one of his relatives.</u></p> <p>Individuals and entities =</p>	X	X		X		X
		X		X		X

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<p>- <u>Three Angels Broadcasting Network, Inc. and all organizations known or believed to be related to it or controlled by it, and all names known or believed to be assumed by it, whether past or present, whether for profit or non-profit, including but not limited to: Three Angels Broadcasting, Inc., Three Angles Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network - LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN, 3ABN Philippines, Inc., Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music, or 3ABN Radio.</u></p>	<p>X</p>			<p>X</p>		<p>X</p>
<p>- <u>All individuals known or believed to be officers, directors, employees, volunteers, or agents of Three Angels Broadcasting Network, Inc. during the relevant time period, whether still in that capacity or not, including but not limited to: David E. Carson, Larry Ewing, Danny Lee Shelton, Linda Sue Shelton, Brandy/Brandi Elswick/Marry/Shelton, Mollie Steenson, May E. Chung, J.Wayne Coulter, Kenneth Denslow, Merlin Fjarli, Dr. Robert Ford,</u></p>		<p>X</p>		<p>X</p>		<p>X</p>

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<p><u>James W. Gilley, William (Bill) Hulsey, Ellsworth McKee, Garwin McNeilus, Nicholas Miller, Wintley Phipps, Larry Romrell, Stan Smith, G. Ralph Thompson, Dr. Walter Thompson, Max Trevino, Carmelita Troy, Owen Troy, and Larry Welch.</u></p>		x		x		x
<p>- Any DBA's of Danny Lee Shelton, or any organizations over which he is known or believed to have had control, including but not limited to D & L Publishing and DLS Publishing, and any individuals known or believed to be directors, officers, employees, or volunteers of the same.</p>						
<p><u>Subpoena Served on Gray Hunter Stenn, LLP (S.D.Ill.)</u></p>						
<p>- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to 3ABN, as defined herein.</p>		x		x		x
<p>- All contracts agreements, tax returns, invoices, records of payments made or received whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation service rendered to 3ABN, as defined herein.</p>		x		x	x	x

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<ul style="list-style-type: none"> - <u>All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.</u> - <u>All contracts, tax returns, invoices, records of payments made or received, whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to Danny Shelton, as defined herein.</u> 		X		X		X
<p>3ABN is defined as:</p> <ul style="list-style-type: none"> - <u>Three Angels Broadcasting Network, Inc., and all its related organizations or organizations which it controls, and their assumed names, whether past or present, whether for profit or non-profit, including but not limited to: Three Angels Broadcasting Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network - LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN, 3ABN Philippines, Inc., Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN</u> 		X		X		X

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<p><u>Books, 3ABN Music, or 3ABN Radio.</u></p> <p>Danny Shelton is defined as:</p> <ul style="list-style-type: none"> - <u>Danny Lee Shelton, and any of his DBA's or organizations over which he has or has had control, including but not limited to D & L Publishing and DLS Publishing.</u> 		x		x		x
<p><u>Subpoena Served on MidCountry Bank (D.Minn.)</u></p> <p><u>All monthly statements from January 1, 1998, onward to the present, for any account of any type owned by, held in trust for, or for whom any of the following were signatories, for whatever months or parts thereof such was true: Danny Lee Shelton (or Danny Shelton) of West Frankfort or Thompsonville, Illinois, D & L Publishing (probably a DBA), DLS Publishing (incorporated in Nov. 2004), or Crossbridge Music, Inc. (incorporated in Nov. 2002).</u></p>		x		x	x	x
<p><u>Subpoena Served on Century Bank (C.D.Mass.)</u></p> <p><u>All monthly statements, deposit slips or copies thereof, and checks or copies thereof from January 1, 2003, onward to the present, for any account owned by, held in trust for, or for whom any of the following were signatories, for whatever months or parts thereof such was true: Danny Lee Shelton, D & L Publishing, DLS Publishing, Three Angels</u></p>		x		x	x	x

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<p><u>Broadcasting Network, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Crossbridge Music, Inc., Three Angels Enterprises, L.L.C., 3ABN, 3ABN Books, or any assumed name or name of a subsidiary of Three Angels Broadcasting Network, Inc. that includes the word "3ABN" or the words "Three Angels."</u></p> <p><u>Subpoena Served on Kathi Bottomley (C.D.Cal.):</u></p> <p>1. Copies of correspondence, notes, faxes, emails, communications of any type, recordings, audio or video recordings, other electronic media, or any other documents that are authored by, sent to, received by, or handled by yourself, which were compiled, briefed, or summarized for, or otherwise disseminated to Walter Thompson, Danny Shelton, or Mollie Steenson, pertaining to:</p> <p>(a) <u>Unfair dealings of breach of trust relating to trust and annuity beneficiaries</u></p> <p>(b) <u>Discrimination and/or retaliation by departmental management;</u></p> <p>(c) <u>Any other complaints regarding the 3ABN Trust Services Department or its management; and</u></p> <p>(d) <u>Your termination and subsequent appeal to the 3ABN Board.</u></p> <p>2. Copies of correspondence, notes, faxes, emails,</p>		x		x	x	x

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<p>communications or reports of any type, recordings, audio or video recordings, other electronic media, or any other documents that are authored by, sent to, received by, or handled by yourself, which were compiled, briefed, or summarized for, or otherwise disseminated to the California Department of Fair Housing and employment, the Internal Revenue Service, and the federal Equal Employment Opportunity Commission, or any of their investigators since March 2006.</p> <p>3. Copies of correspondence, notes, faxes, emails, communications or reports of any type, recordings, audio or video recordings, other electronic media, or any other documents pertaining to perceived or real unethical, questionable, or illegal practices perpetrated by the 3ABN Trust Services Department, 3ABN Finance Department, or 3ABN Administration, and/or copies of any wills, annuities, stewardship instruments, or trusts written or altered by or on behalf of those departments that would or could be perceived or considered unethical, questionable, or illegal, according to the community, regulatory, or statutory standards such practices or agreements would ordinarily be subject to.</p>		<p>x</p>		<p>x</p>	<p>x</p>	<p>x</p>

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<p><u>Subpoena Served on Glenn Dryden (W.Va.)</u></p> <p>1. Pictorial representations, including without limitation video recordings (preferably DVD's), of Tommy Shelton at a grand piano (which he took with him when he left) at the Community Church of God that depict sufficient detail to properly identify or assess its make, model, age and condition.</p> <p>2. Copies of correspondence, notes, communications of any type, claim statements, claim forms, recordings, audio or video recordings, or any other documents that are authored by, sent to, received by, or handled by yourself, or any officers, directors, or attendees of your congregation, whether past or present, or any person or interest, <u>potential claimant, claimant, or alleged victim of Tommy Shelton, or any insurance carrier you have had, including without limitation Brotherhood Mutual Insurance Company, and that pertain to any misconduct, sexual or otherwise, by Tommy Shelton.</u></p> <p>3. Copies of correspondence, notes, communications of any type, claim statements, claim forms, recordings, audio or video recordings, or any other documents that are authored by, sent to, received by,</p>		x		x		x

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<p>or handled by yourself, or any officers, directors, or attendees of your congregation, whether past or present, or any credentials committee on the equivalent or members thereof, <u>and that pertain to the reasons, whether official or unofficial, for Tommy Shelton's ceasing to serve as the pastor or your congregation, that pertain to any investigations into his conduct, or that pertain to the considered or actual suspension or revocation of his ordination or license.</u></p> <p>4. Copies of correspondence, notes, communications of any type, claim statements, claim forms, recordings, audio or video recordings, or any other documents that are authored by, sent to, received by, or handled by yourself, or any officers, directors, or attendees of your congregation, whether past or present, <u>that pertain to threats of litigation or other forms of intimidation by Danny Shelton, Tommy Shelton, any of their relatives, 3ABN or any of its directors, officers, employees, or personnel, or attorneys representing 3ABN or any of these individuals.</u></p>		x		x		x

gailon

From: gailon [gailon@gabbjoy4.com]
Sent: Tuesday, January 22, 2008 11:12 PM
To: 'Bob'
Cc: 'isa@glow.cc'
Subject: RE: [Fwd: Re: Post on MaritimeSDA re bankruptcy & save3ABN sites]

I just cannot even speculate what Watchbird thinks she knows, but it is
A regular tactic that is usually much-a-do about nothing.

I did recently answer questions regarding my decision to non-renew my
Ownership of the save3ABN.com and save3ABN.org domains and
Will be happy to share these:

They are well past two years in the *total* investigation.... but at about two
years was when they took the investigation to a new level... and it was from this
point that my information said one could expect about two years. I think when all
is said and done, you will look back and be glad that they got to the things they
did just ahead of you.

I have no special information that causes me to say that last...
but I think you will do well to keep "dragging your feet"...
albeit working on every thing "your hand findeth to do"... God has His timing
set... and He very often looks very "slow" in our eyes. But there are things that
yet need to be discovered...
and there may be a great deal of advantage to you if the "big boys" discover them
first.

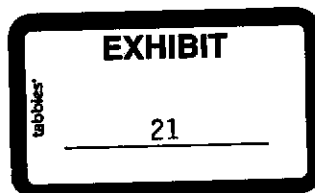
Blessings,

Bille

At 10:28 PM 1/20/2008 -0500, gailon wrote:

>Unfortunately, because of the very narrow charges pressed by 3ABN and
>Danny Lee Shelton, we must substantially expand the case to bring in
>the most damaging and certain to sway the jury details. I have
>deliberately dragged My feet hoping the IRS would move a bit quicker
>and finish their investigation before we would have to become extremely
aggressive.
>It also conserved badly needed cash, but D-day H-hour is just ahead And
>we cannot afford to delay further.
>
>Remember the IRS has already been investigating for nearly eighteen
>months that we are aware of and given the complaint from Fran, I would
>guess that They are well past two years into the investigation.
>Further, they have been taking affidavits from the prior witness list
>and have done many private statement interviews in the field, including
>grabbing key evidence we were requesting before it was delivered, such
>as the tape back-up of Linda Shelton's hard drive. They clearly have
>been getting information that we had the exclusive on and jumping us at every
opportunity. C'est la vie.
>
>
>Gailon Arthur Joy

1/20/2008



EX0315

[Bob Pickle](#)

(1000+

Member)

12/15/06 08:01

AM



Question on discrepancy regarding automobile title.

----- Original Message -----

Subject: Question on discrepancy regarding automobile title.

Date: Thu, 14 Dec 2006 09:44:17 -0600

To: Danny Shelton

CC: Walt Thompson, Elder Ken Denslow

Greetings, Danny.

I came across a discrepancy yesterday, and was wondering if you could help me out with it. I'll write this as if I'm tacking it on to the four emails I sent at Dr. Walt Thompson's suggestion (he had written me and said, "[I would like to request ... that you ... verify \[this letter's\] contents](#)"), even though the topic is a little different.

For the last four months I've tried to avoid digging through the details regarding your divorce and remarriage. It just hasn't interested me; I haven't been on a mission to exonerate Linda. But it does seem appropriate to finally look into the topic a little.

What I'm trying to do is avoid any and all details that are based merely on your or Linda's word, and stick with concrete facts that can be irrefutably proven using legal and other documents. Thus, your statements to Gailon in your email of October 8, 2006, caught my attention.

You will recall that in [that email](#) you went into a bit of detail about how good a "liar" Linda is, and then described the watch incident. Since you and she dispute the cost of the watch, the reason for the gift, and the precise circumstances of its discovery, I want to ignore that and just touch on the following:

Originally Posted By: Danny Shelton

"She told me that she was going to go lay out by the swimming pool. I decided to go look in her car for any evidence to support the PI's claim that had not been mailed to me yet. Our car door was locked. **Yes, I'm aware that she claims it was her car but I have proof that it is titled to both she and I even unto this day.** She didn't apparently remember that I too had keys to this Toyota Sequoia. I opened the car door and opened the glove compartment. What did I see? Yes, I saw the same watch described to me by the PI.

...

"I then pulled the picture of the watch from underneath my shirt and showed it to her at which point she yelled out, **"I can't believe you broke into my car and got into my personal belongings!** This is

abuse!" " (bold added)

I received a fax of Linda's automobile title from her bank yesterday. You can view the title's top half, the half that contains all the details, at [Maritime](#). The VIN on the title did check out as belonging to a Toyota Sequoia (4 dr. wagon/sport utility with a 4.7 V8), so you are correct about that. I'll put below the portions that concern the date of purchase, the date the title was issued, and the owner(s) listed on the title:

PURCHASE DATE
12/30/02

DATE ISSUED
02/11/03

OWNER(S) NAME AND ADDRESS
LINDA S SHELTON
2954 NEW LAKE RD
WEST FRANKFORT, IL 62896
FIRST LIENHOLDER NAME AND ADDRESS





Question 31: Can you explain how Linda's title has had only her name on it since February 11, 2003, when you claimed that your name was also on the title, or do you have any other explanation for this discrepancy?

It would not surprise me if Linda has difficulty telling the truth, and so if you do have irrefutable, concrete evidence similar to the above that Linda has indeed lied, please send it to me at your earliest convenience.

Regarding my previous [four emails](#) containing questions about the Tommy Shelton child molestation allegations, I do hope you can soon provide either some answers to explain the discrepancies or at least issue an apology for how those allegations were handled. I think it is absolutely vital that you give some sort of response as soon as possible that either directly addresses those discrepancies or makes an apology, for each day that goes by without this, it just seems that your credibility is called more and more into question.

Trusting that your day will be filled with the peace that passes understanding, peace that comes from the presence of the Spirit in a heart renewed and cleansed by divine

EX0317

	<p>grace,</p> <p>Bob</p>
<p>Bob Pickle (1000+ Member) 12/19/06 09:48 PM</p>	<p> Re: Question on discrepancy regarding automobile title.</p> <hr/> <p>----- Original Message ----- Subject: Question on Linda's vacations with the doctor. Date: Sun, 17 Dec 2006 21:44:00 -0600 To: Danny Shelton CC: Walt Thompson</p> <p>Hi Danny.</p> <p>I noticed that in your email to Gregory Matthews on Oct. 27, 2004, that you got very specific about the number, location, timing, and duration of vacations that Linda took with the doctor, and that you stated that you had proof of these things. If you do have such proof, I would definitely consider joining your camp. What sort of proof do you have?</p> <p>It's been two and a half weeks since I wrote you at Dr. Walt Thompson's request. Have you been able to find any explanations for the discrepancies regarding your brother's child molestation allegations?</p> <p>Did you get my last email about the automobile title discrepancy? If so, have you been able to find an explanation yet for that discrepancy?</p> <p>Bob</p>
<p>Johann (600+ Member) 12/20/06 10:21 PM</p> 	<p> Re: Question on discrepancy regarding automobile title.</p> <p>It so happens that my wife, Irmgard and I, rode with Linda in that very Toyota around the holidays in 2003 - it was either December 2003 or January 2004. I later rode in it in May 2004, and then in July 2005. I had also seen Linda driving it in January 2003. Still the same vehicle.</p> <p>Johann Thorvaldsson</p>
<p>Bob Pickle</p>	<p> Re: Question on discrepancy regarding automobile title.</p> <p>Thanks for that info, Pastor Thorvaldsson.</p>

Ex. D

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

M. GREGORY SIMPSON
612-337-6107
gregsimpson@sbgdf.com

June 13, 2008

VIA FEDEX

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

Enclosed please find a CD containing documents responsive to your request for documents dated December 7, 2007. Specifically, the documents are relevant, non-confidential and non-privileged and are responsive to your Requests Nos. 8, 22 and 34.

As we discussed in our teleconference on Wednesday, June 4, (and again on Thursday, June 5), we are producing documents in accordance with our letter dated May 27, 2008: 1) June 13, 2008 – “relevant, non-confidential and non-privileged responsive documents”; 2) June 20, 2008 – “relevant, confidential documents (not containing donor-identifying information), pursuant to the discovery protocol of Magistrate Judge Hillman’s April 17 Confidentiality and Protective Order”; 3) June 27, 2008 – “relevant, confidential documents containing donor-identifying information, with the donor-identifying information redacted as necessary, pursuant to the discovery protocol of Magistrate Judge Hillman’s April 17 Confidentiality and Protective Order”; and 4) July 11, 2008 – produce a privilege log identifying all relevant, privileged responsive documents.

We are working on the document production due by Friday, June 20. In the meantime, please contact us if you have any difficulty accessing the CD.

Sincerely,



M. Gregory Simpson

EX0319

Ex. E

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

M. GREGORY SIMPSON
612-337-6107
gregsimpson@sbgdf.com

June 20, 2008

VIA FEDEX

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

Enclosed please find a CD containing documents responsive to your request for documents dated December 7, 2007. Specifically, the documents are relevant, confidential and non-privileged and are responsive to your Requests Nos. 1, 2, 3, 5, 6, 9, 10, 12, 20, 26 and 32.

To reiterate, we are producing documents pursuant to our mutually agreed production schedule in our letter dated May 27, 2008 and your oral affirmation during our teleconferences on June 5 and 6. We respectfully request that you wait until we have completed the document production to voice concerns with the production of documents.

Additionally, in your letter dated June 19, 2008, you have indicated our lack of production of documents pursuant to your Request No. 8. During our teleconference, we discussed with you that we would not produce documents that were publicly available from other sources. That said, issues of *3ABN World* are available through 3ABN's website, (<http://www.3abn.org/magazine.cfm>), from 2005 to present. While we do not believe these documents are relevant to the current action, you may download the issues you desire using that link.

EX0320

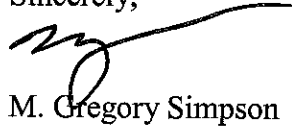
Mr. Robert Pickle

June 20, 2008

Page 2

We are working on the next round of document production due by Friday, June 27, 2008. In the meantime, if you have any difficulty accessing the CDs please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Gregory Simpson', with a long horizontal flourish extending to the right.

M. Gregory Simpson

MGS/ajd
Enclosure

EX0321

Ex. F

1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

KRISTIN L. KINGSBURY
612-337-6100
KristinKingsbury@sbgdf.com

June 27, 2008

VIA FEDEX

Mr. Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

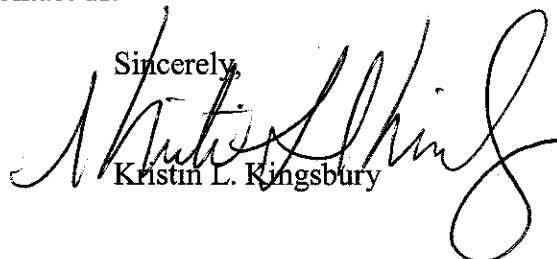
Dear Mr. Pickle:

Enclosed please find a CD containing documents responsive to your request for documents dated November 29, 2007 and December 7, 2007. Specifically, the documents are relevant, confidential, redacted and non-privileged and are responsive to your Requests Nos. 1, 2, 3, 5, 6, 9, 10, 12, 20, and 26.

These documents are produced to you pursuant to the production schedule set forth in our May 27, 2008 letter to you and teleconferences with you held on June 4 and 5.

Now that we have completed the assessment of the documents received from our client, we are making a good faith effort to ascertain whether we have produced all documents that are relevant to the case issues and responsive to your requests. In the meantime, if you have any difficulty accessing the CD please contact us.

Sincerely,



Kristin L. Kingsbury

KLK/ajd
Enclosure

EX0322

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

Three Angels Broadcasting Network, Inc., an Illinois non-profit corporation, and Danny Lee Shelton, individually,)	
)	
Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
Defendants.)	
)	

Case No.: 1:08-mc-03

AFFIDAVIT OF ROBERT PICKLE

NOW COMES Robert Pickle of Halstad Township, Norman County, Minnesota, who deposes and testifies to the following under pain and penalty of perjury:

1. On April 6, 2007, the Plaintiffs Three Angels Broadcasting Network (“3ABN”) and Danny Shelton filed suit against the Defendants in U.S. District Court. Relevant pages of the complaint are attached hereto as **Exhibit A**.

2. On March 31, 2008, the Defendants served a subpoena on Remnant Publications (“Remnant”), attached hereto as **Exhibit B**. Remnant’s counsel served a response back on April 1, 2008, attached hereto as **Exhibit C**, indicating that a motion to compel would be required. An earlier subpoena had mistakenly been issued from the District of Massachusetts, to which Remnant’s counsel had responded in similar fashion. A copy of my response at that time is attached hereto as **Exhibit D**. This response refers to an earlier conversation with Dwight Hall in which Dwight told me that he would not make it hard for us to obtain documents, and which

informs Remnant's counsel that we would expect reimbursement of our expenses if we have to file a motion to compel. Either Gailon or I have spoken to Dwight Hall or Remnant's counsel about six times since around December.

3. At the time specified on the subpoena, on April 15, 2008, James Salway was at the Branch County Courthouse, but Remnant or its counsel did not show up. His notarized statement is attached hereto as **Exhibit E**.

4. As 501(c)3 organizations, both 3ABN and Remnant file Form 990's with the Internal Revenue Service.

5. 3ABN Board chairman Walt Thompson has stated that Remnant has a seat or seats on 3ABN's book committee. His communication to this effect is attached hereto as **Exhibit F**.

6. Relevant pages of Danny Shelton's July 2006 financial affidavit are attached hereto as **Exhibit G**.

7. Magistrate Judge Timothy Hillman's confidentiality order issued in the underlying suit is attached hereto as **Exhibit H**.

8. Relevant pages of 3ABN's 2001-2006 financial statements are attached hereto as **Exhibits I-N**, documenting the fact that 3ABN has bought millions of dollars of Danny Shelton's products or books via D & L Publishing ("D & L" stands for "Danny and Linda"), DLS Publishing ("DLS" stands for "Danny Lee Shelton"), and Remnant. These financial statements are available from the Illinois Attorney General's office.

9. Relevant pages of Administrative Law Judge Barbara Rowe's January 24, 2004, decision are attached hereto as **Exhibit O**.

10. In 1998, 3ABN had a products page on their website that featured a book by Linda Shelton. The relevant part of that products page is attached hereto as **Exhibit P**.

11. In 2006, 3ABN heavily marketed Danny Shelton's book, *Ten Commandments*

Twice Removed, and distributed about 4.8 million copies for 25 cents each to cover the cost of shipping. 3ABN took the orders and payment, and Remnant shipped the books to the customers.

12. Relevant pages of 3ABN's Form 990 filings for the years 2005 and 2006 are attached hereto as **Exhibits Q–R**. Relevant pages of Remnant's Form 990 filings for the years 1999 through 2006 are attached hereto as **Exhibits S–Z**.

13. Nicholas Miller is 3ABN's former general counsel and a former director. An email from Nicholas Miller pertaining to Danny Shelton hiding his royalties from Remnant is attached hereto as **Exhibit AA**. Miller later told me that after the 3ABN Board had voted not to pay Danny Shelton's girlfriend Brandy Elswick Murray, that he funneled 3ABN funds to her through a third-party non-profit.

14. Danny Shelton told me that he was waiting until his marital property division case was settled before disclosing how much royalties he had received because of the *Ten Commandments Twice Removed* campaign. His email is attached hereto as **Exhibit BB**.

15. Sources have informed us that Dwight Hall has been supplementing his Remnant salary by payments made by Remnant to Hall-controlled companies for building and aircraft leases.

16. Attached hereto as **Exhibits CC–EE** are the copyright pages of three editions of *Ten Commandments Twice Removed*. The edition that claims to have been published in 2007 states on the cover "2nd Edition - Over 5 MILLION Copies in print." Since the massive 2006 book campaign is what resulted in 5 million copies being distributed, the 2007 edition had to have been published after that 2006 campaign.

17. Standards in the publishing industry dictate that each edition of a book carry a different ISBN number.

FURTHER DEPONENT TESTIFIES NOT.

Signed and sealed this 1st day of May, 2008.

/s/ Bob Pickle

Bob Pickle
1354 County Highway 21
Halstad, MN 56548
Tel: (218) 456-2568

Subscribed and sworn to me
this 1st day of May, 2008.

/s/ Melanie Dee Nelson

Notary Public

My Commission Expires Jan. 31, 2011

Ex. I

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

)	
Three Angels Broadcasting Network, Inc.,)	
an Illinois non-profit corporation, and)	
Danny Lee Shelton, individually,)	Case No.: 1:08-mc-03
)	
Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
Defendants.)	
)	

**AFFIDAVIT OF GAILON ARTHUR JOY IN SUPPORT OF
DEFENDANT ROBERT PICKLE’S MOTION TO COMPEL PRODUCTION OF
REMNANT PUBLICATIONS, INC. DOCUMENTS PURSUANT TO FRCP 45**

NOW COMES the Affiant, Gailon Arthur Joy, of Sterling, County of Worcester, Commonwealth of Massachusetts, and declares and states as follows:

The affiant is an ecclesiastical journalist and a defendant in an action brought by Three Angels Broadcasting Network, Inc. (hereafter “3ABN”) and Danny Lee Shelton (hereafter “Shelton”), individually, both parties being from Thompsonville, Illinois. Plaintiffs have alleged that Defendants are engaged in a conspiracy with the Plaintiff 3ABN’s former vice-president and the ex-wife of Shelton, for “publication and dissemination of defamatory, disparaging, and slanderous statements regarding 3ABN and its President Danny Shelton.”

Plaintiffs further have alleged that the Defendants “have published numerous untrue statements that 3ABN and its President Danny Shelton have committed financial improprieties with donated ministry funds,” that “3ABN Board members have personally enriched themselves

as officers and directors of 3ABN in violation of the Internal Revenue Code,” that “Danny Shelton wrongfully withheld book royalties from 3ABN and refused to disclose those royalties in proceedings before a court of law related to the distribution of marital assets,” and concluded that “each and every one of the statements set forth above is false and Defendants published them with malice, either knowing them to be false or with wanton and reckless disregard for the truth or falsity of the statements.” Plaintiffs further allege that the Defendants have claimed “Shelton perjured himself through the course of court proceedings relating to his divorce from Linda Shelton,” and therefore “Defendants’ conduct as heretofore set forth evidences a malicious and purposeful campaign of defamation, slander, and disparagement intended and designed to embarrass, discredit, and defame 3ABN and its President Danny Shelton and to vitiate, dishonor, and impair the reputation and goodwill of 3ABN and its President, Danny Shelton,” “and impute serious misconduct to Plaintiffs 3ABN and Danny Shelton and are therefore defamatory *per se*.”

Defendants have denied the allegations and have undertaken discovery to defend against the allegations of the Plaintiffs, including the production of documents from non-parties pursuant to FRCP 45.

The Defendant Joy’s investigation discovered that the Plaintiff Shelton was the respondent to an action for dissolution of a marital estate brought in Illinois by the Petitioner Linda Sue Shelton in 2005 following a Guam fast track divorce in June 2004 that left the settlement of the marital estate open. According to the tax returns of the joint parties, Linda Sue Shelton was a partner in the d/b/a, D&L Publishing. Defendant Joy was told that Linda Sue Shelton was a publishing “partner” with the Plaintiff Shelton from about 1999 to about December of 2004. The public records of the Secretary of State for the State of Illinois show that Plaintiff Shelton formed a new corporation in late November of 2004 entitled DLS Publishing, Inc. Upon information and belief, the assets of the partnership D&L Publishing were somehow

merged into DLS Publishing, Inc., and no provision for a division of the marital asset was made to the knowledge of Linda Sue Shelton and the Defendants.

Defendant Joy discovered from former employees of 3ABN that Shelton had arranged for the first known book deal in 1999 known as *Channel of Blessing*. One employee saw an invoice demonstrating that Plaintiff 3ABN had purchased twenty thousand (20,000) books from the publisher for the sum of twelve dollars and fifty cents (\$12.50) per book. When that employee challenged the invoice noting that the cost per book should not exceed four dollars (\$4.00) per book, the employee was told that Shelton had made the arrangements and the invoice was to be sent to the treasurer for payment. The employee stated that upon information and belief, the invoice was paid and incurred a royalty to Shelton. The 3ABN Form 990 did not reflect disclosure of the publication deal nor did it disclose the royalty income to Plaintiff Shelton. Linda Sue Shelton stated that she was not aware that 3ABN had purchased and inventoried the book and understood the publisher had taken the contingency risk to recover publication costs and would split royalties after the costs of production were covered from the sale of the books. Linda Sue Shelton was not aware that the book ever reached profitability.

Upon information and belief, the Plaintiff Shelton continued to receive royalties from publications copyrighted during the marriage and for draft documents originally written during the marriage, eventually purchased and inventoried by the Plaintiff 3ABN. One such document was the book *Antichrist Agenda* purportedly written and published by Shelton which was later redrafted into a smaller publication known as *Ten Commandments Twice Removed*, in a joint venture between Shelton and Shelley Quinn. The co-author, Shelly Quinn, states that *Ten Commandments Twice Removed* sold over seven million (7,000,000) copies.

The Defendants had discovered from interviews with former employees of 3ABN and Remnant Publications, Inc. that the original printing was done by Pacific Press Publishing

Association in the sum of about 500,000 copies that were purchased and inventoried by the Plaintiff 3ABN. Shelley Quinn and a group of administrators of 3ABN in concert with administrators at Remnant Publications, Inc. put together a campaign to distribute the book *Ten Commandments Twice Removed* via congregations of the Seventh-day Adventist Church for the cost of shipping and handling at 25¢ per book from March through May of 2006, culminating in a National Ten Commandments Weekend Rally in Washington, DC hosted by 3ABN. Upon information and belief, 3ABN purchased an additional four million three hundred thousand (4,300,000) books from Remnant Publications, Inc. at a cost of about three million dollars (\$3,000,000), or about sixty seven cents (67¢) per copy prior to the event. Based upon Shelley Quinn's public statement, they have printed and published about two million two hundred thousand (2,200,000) books since the event from Remnant Publications, Inc. at an unknown cost, except that one Remnant source told this journalist that a 3ABN Director had paid a sum in the amount of three hundred thirty five thousand dollars (\$335,000) to Remnant Publications, Inc., to pay a 2007 invoice for the same book.

Based upon representations of former employees of Remnant Publications, Inc. and the former General Counsel of 3ABN, Nicholas Miller, the Plaintiff Shelton specifically hid his 2006 royalties from his own board of directors. The board was put in the position of borrowing from trust and annuity accounts of the 3ABN Trust Services Department and incurred nearly a three million dollar (\$3,000,000) loss to the Plaintiff 3ABN despite record revenues for the 2006 fiscal year, according to their filed 2006 990. Further, while Remnant Publications, Inc.'s 2006 Form 990 demonstrated a substantial increase in royalties paid for the year 2006, 3ABN's Form 990 did not reflect a disclosure that 4.3 Million books were purchased from Remnant, nor did it disclose that the President, co-founder and Director, Shelton, received any royalties or other consideration for this project.

The Plaintiffs have claimed that the loss of nearly three Million (\$3,000,000) dollars was the result of inaccurate reports from the Defendants and filed suit against the Defendants to recover its purported losses, despite the fact the record will demonstrate that the Plaintiffs undertook the campaign knowing that it would result in substantial losses and that the Plaintiff Shelton clearly stood to benefit from the campaign regardless of the damages to Plaintiff 3ABN.

Further, Plaintiff Shelton did not amend his Financial Statement filed with the Illinois Family Court to reflect any income from the sale of books or publishing activities. Upon inquiry, Linda Sue Shelton states she did not receive royalties from this or any other book.

Defendant Joy's investigation discovered from former employees of Remnant Publications, Inc. that the Plaintiff Shelton had formed a contract with Remnant Publications, Inc. with the assistance of Dwight Hall, the President of Remnant Publications, Inc., which was later amended at the Fall Campmeeting of 3ABN in late September, 2006. I quote from one source:

“Last year when 3ABN launched the 10 commandment book give away I thought it was wonderful that they where doing this kind thing, I soon learned the Danny was getting royalties from Remnant Publications, which was odd since he was the one who decided to give the books away, in my opinion it was a conflict of interest but anyways. ... and when the board started to inquiry about the royalties, Danny secretly talked with Dwight Hall the president of Remnant Publications and made a deal with him that Remnant would hold all future royalties till they worked something else out that would not cause any more controversy - meanwhile Remnant is sitting on \$80, 000.00 dollars (that's right eighty thousand dollars) of Danny's royalties not wanting anyone to know about it ... As a Christian ministry's they should be transparent not hiding things. You may wonder how I know this - ... I was told in a round about away don't worry about it - it was none of my business.”

And later:

“I can assure you what I have shared is a fact and I can provide all the details with dates and times and details about the contract deal Dwight and Danny worked out, when and where Danny and

Dwight meet, when and where he signed the contract - that was suppose to be top secret. Remnant is hiding Danny's money. And it was done at Danny's request - and Dwight agreed to do it. The only other person at Remnant that knows about it is Dwight's brother Dan Hall he is the CFO - ... and they don't let to many people see what really goes on."

And finally:

"Danny first talked with Dwight about the Royalties in June 06 and told him he needed to find some way to shelter the money for awhile because of Linda was trying to get some of it and because 3 ABN's [board] wanted to know what he was getting. Dwight told him he would hold it till they could work something else out and Dwight would keep it [quiet] so nobody knew. The 80k was the first installment for royalties that was due Danny, after 3ABN's [board] wanted to know how much Danny was getting. Remnant did not run any more royalties reports - Remnant runs a standard report every quarter on all the books shipped, they stopped running it on Danny's book after June 06 at Danny's request. Remnants original contract with Danny stated he would get 10% royalty of the **retail price** [emphasis provided] - Dwight never thought they where going to sell 4.3 million books, Dwight talked with Danny about re-doing the contract and putting the royalty on a sliding scale based on volume Danny agreed to it. ... Dwight re-did the contract and brought it to Danny at 3ABN's fall camp meeting ... and signed the new contract. 3ABN paid for all the books that where ordered - Remnant billed 3ABN for almost 3 Million dollars."

Another source later confirmed this story and noted that they had seen a six figure sum credited to Defendant Shelton and carried on the books of Remnant Publications which "...was close to three hundred thousand dollars (\$300,000)." If these allegations are correct then we have a violation of the Internal Revenue Code and would constitute a personal inurement to the Plaintiff Shelton undisclosed by Plaintiff 3ABN or Plaintiff Shelton with the assistance of the officers and directors of Remnant Publications.

The Plaintiffs have alleged Defamation and Defamation *per se* by and through counsel as well as in their complaint. Therefore it is incumbent upon the Defendants to prove that they have issued reports based upon reasonable representations from reliable sources, and we have the duty

to discover from the co-conspirator, Remnant Publication, Inc., the documentation to validate the statements of sources and to prove our case by a preponderance of the evidence at bar in the U.S. District Court of Massachusetts, Central Division.

Further, Defendants' forensic accounting expert requires the complete picture of financial activity and will need the documentation from Remnant Publications to fit together with documentation from the Plaintiffs, and the Plaintiffs' auditor and bank statements. The court has already ordered the production of bank statements subject to the confidentiality order of the U.S. District Court of Massachusetts, Central Division.

Defendants have also reported, based upon various sources, that the Internal Revenue Service criminal division is investigating the Plaintiffs. The Plaintiffs have asserted that the Defendants' various allegations of financial impropriety implies that the Defendants are claiming that the Plaintiffs' actions as reported by the Defendants constitute crimes or criminal activity. The Plaintiffs purport that this supports their claims of defamation *per se* alleging and that the Defendants' inaccurate reporting was maliciously intended to cause financial damage to the Plaintiffs.

In fact, the Defendants need the documentation from Remnant Publications, Inc. and other third parties to demonstrate that it was the maladministration and misdeeds of the Plaintiffs that have raised serious public questions and caused damage to the Plaintiffs 3ABN and Shelton, and to demonstrate by the preponderance of the evidence that the Defendants properly reported journaled information from multiple and reliable sources.

FURTHER AFFIANT TESTIFIES NOT.
Signed and sealed this 1st day of May, 2008.

/s/ Gailon Arthur Joy

Gailon Arthur Joy
P.O. Box 37
Sterling, MA 01564
(978) 422-3525

Ex. B

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
March 13, 2008

Daniel Hall, Secretary-Treasurer
Remnant Publications
649 E. Chicago Road
Coldwater, MI 49036

Dear Dan:

I really appreciate Dwight's assurance that Remnant would not make it difficult for us to obtain the necessary documents we need to defend ourselves.

Paragraphs 46g and 46h of Danny Shelton and 3ABN's complaint against us state:

g. 3ABN Board members have personally enriched themselves as officers and directors of 3ABN in violation of the Internal Revenue Code.

h. Danny Shelton wrongfully withheld book royalties from 3ABN and refused to disclose those royalties in proceedings before a court of law related to the distribution of marital assets.

Attorney Bappert told me that his position was that information from Remnant regarding how much royalties Danny Shelton was paid was irrelevant to the lawsuit against us. In light of the above quotes, his position is untenable.

Additionally, when a party in a suit puts at issue matters that are normally privileged, their rights of privilege are thereby waived.

Attorney Bappert also informed us that we would need to file a motion to compel before Remnant would produce any documents whatsoever. We have accordingly opened up a miscellaneous case there in Michigan for that purpose, though we would hope that such a proceeding would be unnecessary, since Federal Rule of Civil Procedure 37(a)(5)(A) may authorize the payment of the expenses we would incur in so doing.

To avoid any expense to Remnant, unless you have another suggestion, we would plan on providing our own equipment to copy the requested materials, and would do our own copying. We would need at your earliest convenience the types of materials we are talking about so that we can make sure we have the right equipment and blank media.

As a reminder from our last letter, multiple sources informed us that Danny Shelton was trying to hide his Remnant *Ten Commandments Twice Removed* earnings from his board members, and

March 13, 2008
Page 2

that there was a secret account which contained those earnings.

I would be happy to inspect and copy the requested documents at Remnant or to have you forward copies of them to me by mail or electronically as we discussed earlier. However, if you prefer, I have reserved Conference Room 1 at the Branch County Courthouse, 31 Division St., Coldwater, for our use on April 15, 2008, at 8:30 am. Conference Room 1 is on the second floor. After leaving the elevator take a right, and the conference room is on the left.

Sincerely,

A handwritten signature in black ink that reads "Bob Pickle". The signature is written in a cursive, slightly slanted style.

Bob Pickle, *pro se*

Gailon Arthur Joy, *pro se*

cc: Charles Bappert

**BIRINGER, HUTCHINSON, LILLIS, BAPPERT & ANGELL, P.C.
ATTORNEYS AT LAW**

CENTURY BANK AND TRUST BUILDING
100 WEST CHICAGO STREET
COLDWATER, MICHIGAN 49036-1897

JOHN D. HUTCHINSON*
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KARLYE A. HORTON

*also admitted in Indiana
**also admitted in Ohio

PHONE (517) 279-9745
TOLL FREE (866) 279-9745
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Charles.Bappert@Coldwaterlaw.com

RICHARD F. BIRINGER
of counsel

April 1, 2008

G. Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

Robert Pickle
1354 County Highway 21
Halstad, MN 56548

**Re: Remnant Publications, Inc.
Subpoena for records in Case No. 07-40098-FDS
United States District Court for the Central District of Massachusetts
United States District Court for the Western District of Michigan**

Dear Mr. Joy and Mr. Pickle:

As you know, I represent Remnant Publications, Inc. in responding to your subpoena which was served upon Daniel Hall at Remnant Publications on Monday, March 31, 2008.

Under FRCP 45(c)(2)(B) Remnant Publications, Inc. objects to the subpoena because it is overbroad in the scope of the documents it seeks; it is burdensome; and it calls for the disclosure of confidential financial business records of a proprietary nature.

A party is not entitled to discovery that exceeds the scope of the case at issue. Also, a party is not entitled to rummage through files of documents having no bearing on his or her allegations simply to determine whether anything of interest might be found. According to your letter to Dwight Hall, you need these documents to “defend yourself” from allegations of defamation. If your “informed sources” do not have a factual basis for the allegations they have made, you are not going to find any records from Remnant Publications which prove or disprove opinions.

Your subpoena demands the production of “all contracts,” “all ledgers,” “all records of money,” “all manuscripts,” and “all documents containing detail for royalty expenses” for relationships between Remnant Publications, approximately a dozen corporations and more than a dozen individuals, including “all officers, directors, employees, or volunteers of Three Angels Broadcasting Network, Inc.”

April 1, 2008
Page -2-

There is nothing to suggest in the Federal Rules of Civil Procedure that they are designed to open the floodgates for uncontrolled, excessively time consuming searches and flows of words and documents, simply because a lawsuit has been filed. Even if relevant material is sought, the burden of producing this enormous volume of paper which you seek exceeds the value any such material may have to you, and requires a more narrow focus pointed to the allegations in the lawsuit itself (See *Lawrence v First Kansas Bank & Trust Co.*, 169 FRD 657, 662-663 (Kan. 1996).

Under FRCP 45(c)(2)(B)(i), following my objection, you are required to make a motion to compel and obtain an order to compel the production or inspection of the documents you have requested. If you make such a motion, and only until you make such a motion, Remnant Publications will answer that motion in court, by legal representation, whether the matter is heard in the United States District Court for the Central District of Massachusetts or the United States District Court for the Western District of Michigan.

I responded to your subpoena from the United States District Court for the Central District of Massachusetts, which was issued on November 28, 2007 with the same objection that I am raising here today. There is no substantive difference between that subpoena and the subpoena you have recently caused to be issued from the Federal District Court in the Western District of Michigan.

I believe you have already been advised by the court that you are required to follow the Federal Rules of Civil Procedure in obtaining discovery and in moving to compel the production of discovery once it has been objected to. It is a waste of judicial resources and contemptible for you to move from federal court to federal court obtaining subpoenas to have non-parties produce documents which have been objected to, arising from other subpoenas, without following the rules for the issuances of orders which serve your purposes, and at the same time failing to protect the non-parties who have custody and control of various documents.

It is not the court's responsibility, and it is not the non-party's responsibility to educate you in the substantive rules and procedural rules for the conduct of litigation in federal court.

It will take a protective order from the court to properly identify the scope of permissible documents from Remnant Publications, and it will also require a protective order that the disclosure of the documents be limited to you and your attorneys as you prepare for trial.

BIRINGER, HUTCHINSON, LILLIS,
BAPPERT & ANGELL, P.C.

s/ Charles R. Bappert

Charles R. Bappert

CRB\kjh
g\15003.4.doc

EX0337

Ex. D

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
January 8, 2008

Charles R. Bappert
100 West Chicago Street
Coldwater, Michigan 49036

Dear Mr. Bappert:

This letter is in reply to your written response of December 10, 2007, to my subpoena in Case No. 07-40098-FDS filed in the U.S. District Court in the District of Massachusetts, and in response to our phone conversations.

I suppose that one thing that stands out is that your response is a bit out of date or deficient. As you mentioned to me on the phone, you have taken the position that how much royalties plaintiff Danny Shelton received from Remnant Publications is irrelevant to the allegations in the plaintiffs' complaint and our answers to those allegations. Your written response does not reflect that position.

Another difficulty is that your written response largely relies on the claim that our subpoena was overly broad, though you agreed with us on the phone that it probably wouldn't be all that time consuming after all since Dwight and Dan Hall would easily know what business Remnant has done with entities and individuals associated with the plaintiffs. Yet your response does not reflect that acknowledgment.

As far as the relevancy of our requests is concerned, your position is untenable. The plaintiffs have included in their complaint the issues of whether Danny Shelton properly disclosed his royalty income in his financial affidavit of July 2006, whether he properly disclosed those royalties to the 3ABN Board (their language on that one is a bit garbled), and whether he has improperly enriched himself in his 3ABN activities, one prominent activity being the 2006 *Ten Commandments Twice Removed* campaign. Thus, to object to the disclosure of royalty information on the basis of irrelevancy is absurd.

You expressed the need for a protective order. By all means feel free to petition the court for such whenever appropriate. But bear in mind that if, contrary to what Dwight Hall told me, it requires a motion to compel for us to obtain information relevant to our case, we will expect reimbursement from Remnant for the expenses we incur in so doing.

Sincerely,

Bob Pickle, *pro se*

EX0338

Ex. F

----- Original Message -----

Subject:Re: Question

Date:Mon, 23 Jul 2007 07:24:39 -0500

From:Walt Thompson

To:

Dear [REDACTED]

Wills and trusts help in two ways. A certain percentage of a Will made out in the name of 3ABN may be used by 3ABN (10% - 30%) at the time the Will is made out. The person making the Will receives a monthly or quarterly percentage, between 5% and 9% so long as he/she lives. What ever is left in the account at the time of death becomes the property of 3abn to be used as needed. Likewise, with revocable trusts, those who make the trusts receive interest from the money they have placed in trust. As the trust is written it designates who will receive the money at the time of death, a percentage determined jointly between 3ABN and the donor. Trusts, of course can be withdrawn in case of necessity, but that seldom happens.

3ABN has a book committee that reviews manuscripts and decides which books it wishes to publish. Danny has a seat on the committee as do many others, including people from Pacific Press and Remnant. Authors may decide who they want to do the publishing, either PP or Remnant, or others if they wish. Then 3abn and the publishers market the product when done.

Yes, while under fire, the ministry has continued to do the work it has been called to do. But God is so Good.

We appreciate your prayers and support. Word regarding what happens between 3abn and AF will undoubtedly become public before long.

Sincerely in Jesus' precious name,

Walter Thompson MD

EX0339

4/9/2008 12:54 PM

Ex. O

PT 04-1
Tax Type: Property Tax
Issue: Religious Ownership/Use

Ex. J
(O-EE)

**STATE OF ILLINOIS
 DEPARTMENT OF REVENUE
 OFFICE OF ADMINISTRATIVE HEARINGS
 SPRINGFIELD, ILLINOIS**

<p>3 ANGELS BROADCASTING NETWORK</p> <p style="text-align: center;">v.</p> <p>THE DEPARTMENT OF REVENUE OF THE STATE OF ILLINOIS</p>	}	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">A.H. Docket #</td> <td style="text-align: right; padding: 2px;">01-PT-0027</td> </tr> <tr> <td style="padding: 2px;">P. I. #</td> <td style="text-align: right; padding: 2px;">174-116-11</td> </tr> <tr> <td style="padding: 2px;">Docket #</td> <td style="text-align: right; padding: 2px;">00-28-01</td> </tr> <tr> <td style="padding: 2px;">Docket #</td> <td style="text-align: right; padding: 2px;">01-28-07</td> </tr> </table> <p style="text-align: right; padding: 5px;">Barbara S. Rowe Administrative Law Judge</p>	A.H. Docket #	01-PT-0027	P. I. #	174-116-11	Docket #	00-28-01	Docket #	01-28-07
A.H. Docket #	01-PT-0027									
P. I. #	174-116-11									
Docket #	00-28-01									
Docket #	01-28-07									

RECOMMENDATION FOR DISPOSITION

Appearances: Mr. Kent R. Steinkamp, Special Assistant Attorney General for the Illinois Department of Revenue; Mr. Nicholas P. Miller, Sidley, Austin, Brown, Wood, L.L.C., Mr. Lee Boothby, Boothby and Yingst, and Mr. D. Michael Riva for 3 Angels Broadcasting Network; Ms. Merry Rhodes and Ms. Joanne H. Petty, Robbins, Schwartz, Nicholas, Lifton and Taylor, Ltd. for Thompsonville Community High School District 112.

Synopsis:

The hearing in this matter was held to determine whether Franklin County Parcel Index No. 174-116-11 qualified for exemption during the 2000 and/or 2001 assessment years.

Danny Shelton, president of Three Angels Broadcasting, (hereinafter referred to as the "Applicant" or "3ABN"); Larry Ewing, director of finance in 2002 of applicant; Alan Lovejoy, CPA and accountant; Walter Thompson, chairman of the board in 2002 of applicant; Bill Bishop, minister in the Seventh-day Adventist Church and member of the pastoral staff of applicant; Kenneth Denslow, president of the Illinois Conference of the Seventh-day Adventist Church; Mollie Steenson, department coordinator of applicant; and Linda Shelton, vice president of

17. Linda Shelton attended one year of college after high school graduation. Prior to working for applicant she worked as a receptionist in a law office and held other odd jobs such as a secretary at City Hall. (Tr. pp. 590-592)

18. Linda Shelton is responsible for the content in the magazines, sales catalogs, and newsletters applicant distributes. Publication of the items does do not take place on the subject property. The periodicals are distributed to between 100,000 and 150,000 people. People get on applicant's mailing list by sending in a donation or by request. (Intervenor's Ex. Nos. 5-9; Tr. pp. 342, 592-594, 605-607)

19. Linda Shelton is in charge of applicant's production, programming, and scheduling. (Tr. p. 592)

20. Linda Shelton writes the contents of the newsletters and promotional magazines applicant produces. They are distributed free of charge. She has recorded four CDs that applicant produced and sells. (Applicant's Ex. No. 24; Tr. pp. 592-595)

21. Linda Shelton receives royalty payments for the CDs she produces. Broadcast Music Incorporated, a private company unaffiliated with applicant, licenses her songs. The songs on the CD, "I Think About Grace" belong to Linda, and were copyrighted by her in 2001. Applicant's (800) area code telephone number is listed on the inside label of "I Think About Grace" for ordering additional CDs. The outside label of the CD has the (618) area code telephone number listed with the address of applicant. Applicant's Fall/Winter 2001-2002 newsletter has an advertisement for the CD. The advertisement has the (800) toll free telephone number listed for orders. (Intervenor's Ex. No. 8; Applicant's Ex. No. 24; Tr. pp. 617-623, 644-645)

22. As president of applicant, Danny Shelton carries forth the policies that the board sets and oversees the operations of the broadcasting department, the programming department,

69. The General Conference of the Seventh-day Adventist Church purchased airtime from applicant during the 2000 and 2001 calendar years. (Tr. pp. 368-369)

70. Applicant is not part of the Seventh-day Adventist Church. (Tr. p. 368)

71. Applicant is not a Seventh-day Adventist institution. (Tr. p. 97)

72. Applicant was established, organized and is operated by lay people. (Intervenor's Ex. No. 8 p. 400033)

73. Applicant is not owned by or controlled by the Seventh-day Adventist Church. (Tr. p. 99)

74. Applicant's staff includes four Seventh-day Adventist ministers that answer telephones and pray with people in the two 14' x 18' offices. The pastors lead daily worship services and view the videotapes for content that is consistent with applicant's purposes.¹⁷ Sabbath services, foot washings, marriages, and baptisms are not held on the property in question. (Tr. pp. 531-541)

Charitable Considerations

75. Applicant is not required to pay federal income tax pursuant to a finding by the Internal Revenue Service that applicant is an exempt organization under Section 501(c)(3) of the Internal Revenue Code. (Applicant's Ex. Nos. 4, 5)

76. Applicant's board has no written policy to give away or donate its satellite systems. If an individual were unable to pay the cost of the system, applicant's secretary would contact Danny Shelton who would determine, with the board's guidance, whether the product should be given away. "Applicant has no policy that says give away." (Tr. pp. 295-303)

77. Applicant has no records of materials given away in 2000 or 2001. Applicant has no specific written policy that outlines what factors are used or what direction is given by

¹⁷ See Finding of Fact No. 7.

applicant's board that allows applicant to distribute items at a reduced rate or free of charge. (Tr. pp. 586-589, 614-616)

CONCLUSIONS OF LAW:

Article IX, §6 of the Illinois Constitution of 1970, provides in part as follows:

The General Assembly by law may exempt from taxation only the property of the State, units of local government and school districts and property used exclusively for agricultural and horticultural societies, and for school, religious, cemetery and charitable purposes.

This provision is not self-executing but merely authorizes the General Assembly to enact legislation that exempts property within the constitutional limitations imposed. City of Chicago v. Illinois Department of Revenue, 147 Ill.2d 484 (1992).

Pursuant to the authority granted by the Constitution, the legislature has enacted exemptions from property tax. Applicant asserts that it is entitled to a property tax exemption under either the religious or charitable exemptions found in the Illinois Property Tax Code.

The religious exemption is found at 35 ILCS 200/15-40. In 2000, a portion of the statute stated:

§ 15-40. Religious purposes, orphanages or school and religious purposes. All property used exclusively for religious purposes, or used exclusively for school and religious purposes, or for orphanages and not leased or otherwise used with a view to profit, is exempt, . . .¹⁸

¹⁸ Amended by P.A. 92-333, §5, eff. Aug. 10, 2001, the statute was changed to state:

§ 15-40. Religious purposes, orphanages, or school and religious purposes.

(a) Property used exclusively for:

- (1) religious purposes, or
- (2) school and religious purposes, or
- (3) orphanages

qualifies for exemption as long as it is not used with a view to profit.

In Inter-Varsity Christian Fellowship v. Hoffman, 62 Ill.App.3d 798 (2nd Dist. 1978) the Illinois appellate court addressed whether property of an evangelical organization used to prepare and distribute Christian literature could qualify for exemption under the religious property tax exemption. Although the court held that the applicant fellowship did qualify for the exemption, the facts presented in Inter-Varsity are readily distinguishable from those before me.

First, the record in Inter-Varsity shows that the fellowship based the price of each publication that it sold strictly on its cost to the fellowship. *Id.* at 800, 803. The record contains absolutely no evidence proving how 3ABN determines the prices of the satellite dishes, videos, airtime, CD's and other items that it sells other than Danny Shelton's testimony that the pricing guide applicant uses for sales of its videos, CD's etc. is "that they are affordable." (Tr. pp. 168-170). Absent this evidence, I must resolve all failures of proof against the applicant and in favor of taxation. People ex rel. Norland v. Home for the Aged, 40 Ill.2d 91 (1968); Gas Research Institute v. Department of Revenue, 154 Ill.App.3d 430 (1st Dist. 1987). Therefore, I conclude that applicant employs a non-exempt commercial or retail pricing system unlike the Inter-Varsity Fellowship pricing method.

Second, the Inter-Varsity record specifically disclosed that the fellowship provided "a substantial amount of materials free or below cost to groups that are targeted for its message." Inter-Varsity, *supra*, at 803. Specifically, the fellowship gave away no less than 10% of its total publications free of charge and sold an unspecified amount of its literature "at half price to individuals with the idea that they would give the books away." *Id.* at 800.

Such is not the case here. Applicant did not establish that they gave anything away free except for the catalogues that list the merchandise that is for sale. In addition, absent evidence to the contrary, I conclude that at least one private individual, Linda Shelton, profits from the sale of items listed in the catalogue. Applicant's board has no written policy to give away or donate

sufficient direction and control over the foundation to place equitable ownership of the properties in the university.

Applicant's contract with the Seventh-day Adventists does not state that applicant's use of the property is contingent upon any control what so ever of the Seventh-day Adventist Church. The document merely states that the entities support the efforts of each other. Nothing in the record establishes the Seventh-day Adventist's authority to operate the subject property under its own jurisdiction, and, in fact, the testimony of Danny Shelton was that applicant is not owned by or controlled by the Seventh-day Adventist Church. Although Danny Shelton testified that he has written three books about the teachings and principles of the Seventh-day Adventist Church, (Tr. pp. 155-157) those books were not admitted into evidence, nor were the circumstances regarding the religious nature or financial information about the books admitted into evidence. Certainly nothing connects the writing, publication, or distribution of that material to the property at issue.

In addition, there is discrepancy in the testimony of Linda Shelton. She stated she did not receive royalty payments for the CDs (Tr. pp. 595, 617) and later admitted that she did (Tr. p. 619). The CD admitted into evidence, entitled "I think About Grace", has a copyright mark on it. (Applicant's Ex. No. 24). Broadcast Music Incorporated, a private company unaffiliated with applicant, licenses her songs. (Tr. pp. 617-620). The songs on the CD belong to Linda, and were copyrighted by her in 2001. (Tr. pp. 620-623). Linda insisted that the (800) area code, toll free telephone number is strictly for prayer requests (Tr. p. 608, 612); however, it is the number listed on the inside label of her CD that was admitted into evidence. The (800) telephone number is listed for ordering additional CDs. The outside label had the (618) area code telephone number listed with the address of applicant. Applicant's Fall/Winter 2001-2002 newsletter has an advertisement for Linda Shelton's new CD, "I Think About Grace." The advertisement has the

toll free number listed for orders. (Intervenor's Ex. No. 8; Applicant's Ex. No. 24; Tr. pp. 644-645).

Based upon the record, I conclude that applicant, a non-religious entity and commercial enterprise, maintains control over the operations conducted on the property at issue.

Where property is used for two purposes, one of which is exempt from taxation and the other of which is not, tax should be imposed against the part of the property that does not qualify for exemption, and not imposed against the portion that qualifies. Fairview Haven v. Department of Revenue, 153 Ill.App.3d 763 (4th Dist. 1987). In the second floor of the administrative production center, applicant has two offices, each 14' x 18'. Applicant's staff includes four Seventh-day Adventist ministers that answer telephones in those offices and pray with people. The pastors lead daily worship services in these rooms. The use of the two offices for prayer is consistent with the religious activities required under Deutsche Gemeinde, *supra*.

Leased or Otherwise Used With a View to Profit

The religious property tax exemption also mandates that the property not be "leased or otherwise used with a view to profit." 35 ILCS 200/15-40²⁰ Applicant's property is most definitely used with a view to profit. Both applicant's own corporate growth and the profit inuring to individuals result from applicant's use of the subject property. According to applicant's 2001 financial statement, applicant's assets have accumulated to over forty-two million dollars (\$42,000,000), approximately three times the total revenue for 2001 of slightly under fourteen million dollars (\$14,000,000). The income raised and accumulated by applicant has allowed it to purchase an airplane, a state-of-the art recording studio, and other audio/video production facilities and tools. The airplane is a business airplane that is used to promote the Shelton's commercial enterprises and expand the target audience areas where 3ABN does its

²⁰ See Footnote No. 20 for the 2001 amendment to the statute.

According to the incorporation documents submitted, the four directors of the company are Danny L. Shelton, Linda Shelton, Kenneth Joel Shelton, and Emma Lou Shelton. Applicant failed to produce any evidence that this is not a closely held business with profits inuring to the family. Applicant failed to establish what the relationship is between Kenneth Joel Shelton, Emma Lou Shelton, Danny Shelton and Linda Shelton or that the relationship of Kenneth Joel Shelton and Emma Lou Shelton with Linda and Danny Shelton is not one of direct family. This is of import because these are the only names of the directors of the applicant, and two of them are controlling corporate officers. Applicant has produced no evidence to negate the supposition that Danny and Linda Shelton maintain control of this organization. Although the by-laws state that the number of directors of the corporation is seven (7) to fifteen (15), applicant failed to explain the discrepancy between these numbers and the four Shelton directors shown on the articles of incorporation.

Decisions concerning terms and conditions of employment are normally left to the business judgment of an applicant's governing board and courts generally presume that a governing board will act in good faith and in furtherance of a company's best interest when making such decisions. Spillyards, et al. v. Abboud, et al. 278 Ill.App.3d 663, 681 (4th Dist. 1996). As such, courts usually will not interfere with governing board's business judgment absent a showing that the governing board acted in bad faith, abused its discretion, or committed gross negligence. *Id.*

This protective presumption does not attach where the directors have an improper interest in the subject matter. *Id.* 3ABN's corporate documents create such an improper interest by providing that all four directors share the last name of Shelton and have Rural Route #2, West Frankfort, Illinois 62896 as their mailing address. As presumed family members, the corporate control rights normally exercised by the board become personal and one can fully expect the

board's authority to be exercised in a manner that provides them with the greatest financial return. I must conclude from the evidence of record, that applicant is controlled by Danny and Linda Shelton, and all final decisions are made by them and not by a disinterested impartial board of directors.

Linda Shelton is certainly operating a commercial enterprise with the production of her CDs. The programming done on the property generates large sums of money. Applicant has failed to establish that it is not charging everyone that purchases or uses its products, facilities, and programs at prices above the cost of operation. On the contrary, these appear to be arms-length transactions producing fees no different than a non-exempt business enterprise would generate. Programming and broadcasting are done for profit on this property, as clearly shown by applicant's financial statements.

Section 15-40 expressly forbids this type of management by barring exemption where the property is "used with a view to a profit." 35 ILCS 200/15-40. Although most of the case law concerning uses for profit has developed in the context of leased property, Illinois courts have uniformly denied exemption to properties primarily used for purposes of providing their owners with some form of return on their investment. People ex rel. Baldwin v. Jessamine Withers Home, 312 Ill. 136, 140-141 (1934); People ex rel. Lloyd v. University of Illinois, 357 Ill. 369 (1924); People ex rel. County Collector v. Hopedale Medical Foundation, 451 Ill.2d 450 (1970); Victory Christian Church v. Department of Revenue, 264 Ill.App.3d 919, 923-924 (1st Dist. 1988); Wheaton College v. Department of Revenue, 155 Ill.App.3d 945 (2nd Dist. 1987); American National Bank and Trust Company v. Department of Revenue, 242 Ill.App.3d 716 (2nd Dist. 1993); Immanuel Evangelical Lutheran Church of Springfield v. Illinois Department of Revenue, 267 Ill.App.3d 678 (1994).

The operation of 3ABN on the property in question generates a significant profit for applicant. Applicant broadcasts its programs to a customer base comprised of persons that purchase applicant's dish systems. The nature of applicant's programming and CDs is the encouragement of a healthy lifestyle, for a price. Although there may be religious overtones in applicant's use of the property, that is not sufficient to qualify for a religious property tax exemption. Were I to recommend a grant of tax exemption for the majority of the property at issue, which is clearly a commercial enterprise, it would give applicant an unfair commercial advantage over other commercially owned and operated radio and television stations.

Although applicant executed the declaration with the General Conference of Seventh-day Adventists, the declaration simply expresses the support of each entity for the endeavors of the other. The declaration confirms that the Seventh-day Adventist church supports the principles of the applicant but establishes no formal interaction between the two entities. There is no obligation on the part of the applicant to use the property for Seventh-day Adventist activities, doctrines or programming, and in fact applicant charged the Seventh-day Adventist Church for its programs, just like it charged all its other customers.

Applicant's activities have brought it to a position where it can consider the spin-off of for-profit corporations dedicated to activities that cannot be done by a not-for-profit entity. (Tr. pp. 376-385). Additionally, accumulated capital equipment and resources obtained and maintained by applicant (for example, the 800 toll free telephone number) are used in conjunction with ordering applicant's equipment and products. Applicant has accumulated sufficient wealth that it is currently in the process of setting up its own music label and has purchased additional properties for various uses not contemplated under the not-for-profit statutes. (Tr. pp. 371-372, 376-385). At least one person, Linda Shelton, will benefit from that.

(Tr. pp. 617-623, 643-645). Applicant has, therefore, not established that it does not profit from the enterprise conducted on the subject property, a fatal flaw to its exemption claim.

The audited financial statements prove that applicant netted a profit during the years at issue. Applicant has total revenues and other support in 2000 of \$14,452,519.91 and expenses of \$13,239,904.62 for a net profit of \$1,212,615.29. For 2001, total revenues and other support were \$13,935,318.64 and expenses were \$11,940,167.11 for a net profit of \$1,995,151.53. It is difficult to totally understand applicant's financial position based solely on the financial statements submitted. The mere fact that applicant's financial records show a surplus may not be sufficient, in and of itself, to prevent 3ABN from obtaining exempt status. *See, Children's Development Center v. Olson, 52 Ill.2d 332 (1972)*. Nevertheless, the fact that applicant maintained such a sizeable surplus *at the same time as* it was able to comfortably cover its operating expenses through its cash resources negates a finding that applicant does not use the property with a view to profit. Applicant has not established that it conducts charitable activities when it clearly has the resources to extend the use of the property and equipment on the property to charitable and/or religious entities at no cost. The record does not indicate that it did so.

Charitable Tax Exemption Standards and Applicant's Claim for Charitable Exemption

Section 15-65 of the Property Tax Code authorizes an exemption for property actually and exclusively used for charitable purposes and not leased or used with a view to profit. In Crerar v. Williams, 145 Ill. 625 (1893), the Illinois Supreme Court defined charity as follows:

A charity, in a legal sense, may be more fully defined as a gift, to be applied consistently with existing laws, for the benefit of an indefinite number of persons, either by bringing their hearts under the influence of education or religion, by relieving their bodies from disease, suffering or constraint, by assisting them to establish themselves for life, or by erecting or maintaining public government. *Id.* at 643

religious video tapes, audio tapes, and books for Christian organizations world-wide. Those sections of the house qualified for a property tax exemption. The areas of the house used primarily for residential purposes did not qualify for exemption.

In Muhammad's Holy Temple of Islam, an Islamic organization owned a three-story building that was used for training in the Islamic religion. At hearing, Muhammad's Holy Temple established that it was, in fact, a religious Islamic organization and that the training was an essential part of its religious purposes.

The Department, as shown by these cases, grants exemptions for religious organizations that use property for exempt religious purposes and not with a view to profit. As discussed above, applicant is not only not a religious organization, but, more importantly, does not primarily use the property for religious purposes without a view to profit.

For the aforementioned reasons it is recommended that Franklin County Parcel Index No. 174-116-11 remain on the tax rolls for the 2000 and 2001 assessment years and be assessed to the applicant, the owner thereof, except for the two pastor's offices, each measuring 14 feet by 18 feet, on the second floor of the administrative production center building, and a corresponding amount of land. That area, I recommend, be granted a property tax exemption as used for religious purposes without a view to profit.

Respectfully Submitted,

Barbara S. Rowe
Administrative Law Judge
January 28, 2004

Ex. P

Below are some of the items that 3ABN has for sale. All prices are in U.S. Dollars. You can also download a our "mini" video catalog. This pdf document highlights some of the best videos from 3ABN and provides you with an easy to fill out order form. You will need [Adobe Acrobat Reader](#) to view this file. Click [HERE](#) To download the catalog.

To order please call (800) 752-3226 between 8:30am-5:00pm central time.

You can also send your check to: 3ABN, P.O. Box 220, West Frankfort, IL 62896.

"Especially For Us"

is a children's book written by Linda Shelton. It has beautiful full color illustrations on every page, and it is written in rhythmic poem style that is appealing to "youngsters" of all ages. The theme of this book demonstrates to children just how God's Word is important and applicable to their young lives, and how they can utilize God's promises and principles. Especially for Us" is especially for YOU!!

Cost:\$10.00 postpaid

3ABN Family Scrapbook

The family scrapbook features poems and verses heard on 3ABN Presents

Cost: \$10 plus \$1.50 S&H

"Glorious" Song Book

The Glorious song book is the sheet music version of Danny & Linda's album by the same name.

Cost: \$10 plus \$1.50 S&H

Glorious

Danny and Linda's Album "Glorious" features songs like "I Want the Fullness", "God Knows", "God Wrote His Love", and "Good Night Jesus".

EX0352

Ex. BB

Subject:RE: Clarification needed to put rumor to rest

Date:Sat, 04 Nov 2006 19:59:44 -0600

From:Bob <bob@***>

To:Danny Shelton <danshelton@***>

Hi Danny.

I strongly recommend that you hire some experts that can give you tips on damage control, because currently 3ABN's damage control really is suffering.

For example, I have essentially asked you about just two issues, namely, whether you are not disclosing what your assets are in accordance with Illinois law, and what the royalties were for the 10 Comm. book. In my first email I asked the following:

"A related matter has been the question of self-published books, referred to above. I've heard that the 10 Commandment books cost 70 cents each, cost 25 cents to print, and cost 11 cents in royalties. Could you clarify this? How much was actually paid in royalties, to whom and by whom?"

In this reply you write:

"At first you asked me a few general questions. I answered them the truthfully the best way I know how."

But I still don't have a clue what the answer is to this, and thus from a damage control perspective, no rumors can be put to rest regarding a half million dollars being paid in royalties for the 10 Comm. book.

Now bear with me, and I will give a few more quotes from your reply that illustrate the desperate need of improving 3ABN's damage control:

"They will not believe truth even when it is staring them in the face."

"There are two sides to every story and He has only gathered info from one side."

"He is upset because we will not give him the info he wants ..."

So what you are saying is that Gailon won't believe the truth even if it is staring him in the face, while on the other hand you are saying that you are refusing to give the truth to Gailon. Do you really think that makes sense?

Lastly:

EX0353

4/11/2008 10:33 AM

"He's either not to bright or gullible, or is out to prove something himself. ...

"Church leaders will soon be looking at both sides of this divorce and each side will have a fair chance to present truth to them.

"Both sides will have to live by their decision whether we like it or not.

"Gailon sees himself involved. He is delusional. He is not involved. We will trust church leaders with the truth not some self proclaimed reporter."

Danny, please consider the fact that unless there is more transparency at 3ABN, even if you were able to get a panel of church leaders to proclaim your innocence without providing evidence, in accordance with present 3ABN policy, none of these issues would go away. It would be a complete disaster from a damage control perspective.

"Both sides will have to live by their decision whether we like it or not."

I know you have suggested that Gailon isn't bright or is gullible or delusional. Such comments are inappropriate, even if some of your critics stoop to such discourteousness when talking about you. Please don't stoop to their level. It won't help your case one bit.

Thus I won't stoop either, but I will say that if you really believe that both sides will live by such a panel's decision without more transparency, then it is highly possibly that you are extremely naive. For the good of 3ABN, another approach is absolutely necessary, in my opinion.

God bless.

Bob

P.S. I know church leaders have counseled you not to write more replies, because one such leader told me they had told you that. And given the tendency to attack others rather than to provide straightforward answers to simple questions, I would say that that counsel is wise. But then you should get someone who can do such in your stead.

Do you currently have anyone who can do that kind of thing?

----- Original Message -----

Subject:RE: Clarification needed to put rumor to rest

Date:Sat, 4 Nov 2006 17:26:24 -0600

From:Danny Shelton <danshelton@***>

Bob,

Anything rumor retold is a lie. No matter what the intention. That's why Christians shouldn't be involved in the rumor mill.

People also shouldn't assume anything. For instance there is a number of reasons why I don't want to

EX0354

4/11/2008 10:33 AM

give out certain information to the public. Also because I don't answer your question the way you want it answered doesn't mean that it "suggests" what you think it does.

I have hundreds of emails sent to me. Most of them are very good ones such as praise reports ect. I enjoy hearing them and am glad that people share them with me but there are times that even answering praise reports begin to take a lot of my time that I should be spending with my family.

At first you asked me a few general questions. I answered them the truthfully the best way I know how. But I will not continue to answer one question after another about every terrible thing you read on Black SDA or get from Gailon. Lack of answering does not make one guilty. Jesus showed us this when the bible says He answered them not a word even though they were of accusing Him of things that He was not guilty of.

I believe that He got to a point when He knew for certain that it would do no good to answer anymore questions as the accusers was going to crucify Him anyway.

It seems that is the way it is with those accusing me. They will not believe truth even when it is staring them in the face.

I will just say this, I did have biblical grounds to go along with a mutually consented divorce with Linda, and I have done nothing legally wrong in my administration with 3ABN. The Illinois court case looked at virtually every thing they could to prove such a thing so that it would make it easy for them to deny our non profit status. They found nothing and 3ABN is still non profit. Our appeal currently going on with the state of Illinois is not about financial misconduct or anything else. The State of Illinois does not believe that our property is used for religious purposes because they do not accept the health messages presented on 3ABN as part of our religion. We are trying to prove them wrong.

If the state of Illinois which gathered something like 2000 pages of info in discoveries with 3ABN plus 3 days of testimony in court plus hours of depositions from 3ABN employees including Linda, could find nothing wrong with how our administration of 3ABN including finances, how possibly could some one like Galon who has never been privy to one page of documents from 3ABN that I know of, possibly think he knows more than the state of Illinois.

Here's the difference. The State of Illinois had access to all our records. Gailon has access to a few people who worked there who have an ax to grind and have told him twisted stories which are lies. He's either not to bright or gullible, or is out to prove something himself. It could be other reasons, but I do know this, he does not want truth. There are two sides to every story and He has only gathered info from one side. He is upset because we will not give him the info he wants an believes that if he is accusing enough against us that we will take him into confidence with the truth that we have. This will not happen.

Church leaders will soon be looking at both sides of this divorce and each side will have a fair chance to present truth to them.

Both sides will have to live by their decision whether we like it or not.

Gailon sees himself involved. He is delusional. He is not involved. We will trust church leaders with the truth not some self proclaimed reporter.

God Bless!

Danny

ps. I need to quit answering questions even like yours for now as church leaders as well as my attorneys have said that anything I put in emails will only be used against me, not for me. I guess I should start listening to them.

----- Original Message -----

From: [Bob](#)

To: [Danny Shelton](#)

Sent: 11/3/2006 2:34:10 PM

EX0355

4/11/2008 10:33 AM

Subject: RE: Clarification needed to put rumor to rest

Hi Danny. Thanks so much for your reply.

If Remnant owns the copyright of TCTR, why does it say inside the book, "Copyright 2004, 2005 by Danny Shelton and Shelley J. Quinn"? Why doesn't it say that Remnant holds the copyright?

So when you say that no court has asked Larry Ewing anything, are you therefore also saying that not even Linda et. al. has asked Larry Ewing about your salary, benefits, royalties, etc.? Not even Linda's attorneys have asked this? I'm just trying to pinpoint what exactly the misunderstanding is, and where exactly it might be coming from.

You state that the info that someone other than Gailon gave me about royalties is a lie, which implies that not only is it false, but that it is also intentionally misleading. That is pretty serious if true, and according to the *Church Manual*, if willful and habitual, constitutes grounds for church discipline. So I would like to explore that a little more, since if someone is really willfully and habitually telling falsehoods about you, they should be subjected at least to church discipline.

But how to explore it more is beyond me at present, since you don't want to divulge what the royalties actually were while the case is ongoing, which suggests that you are trying to keep Linda from knowing what your assets actually are. Unfortunately, that is exactly the allegation, that you are trying to avoid compliance with the law by not revealing all your assets.

Do you see a way to look at it otherwise? Does Illinois state law in fact not require spouses to reveal all their assets in divorce situations? If royalties from the book could not possibly have anything to do with Linda, why wait until the case is over before maybe divulging that information?

And since you say that you "may" divulge information about your royalties when the case is over, that means you may not divulge it after all. And thus I don't really know how to combat the rumors blowing around out there about royalties amounting to half a million dollars being paid by someone to someone just for the TCTR book.

The only other pertinent question I can see in all of this that might help you out a bit is, When did you first start working on the manuscript? According to Shelley's introduction in the book, you showed her the manuscript the first day of her visit to 3ABN. When would that have been? Did that visit take place before or after the divorce? If after, when was the manuscript first worked on?

Have a good Sabbath.

Bob

----- Original Message -----

Subject: RE: Clarification needed to put rumor to rest

Date: Fri, 3 Nov 2006 12:44:56 -0600

From: Danny Shelton <danshelton@***>

EX0356

4/11/2008 10:33 AM

Bob, let me explain. No court has asked Larry Ewing to explain anything or answer any questions since our original court date held around 2002 or 2003 I believe.

Gailon is off the wall. He believes everything Linda tells him. It just is not true.

This case has nothing to do with 3ABN. It is a property settlement case between Linda and me. It has nothing to do with our non profit status. Larry Ewing or no one else is being asked questions except Linda and me personally. We answered most of the questions and objected to a few. She did not respond... period ..in the time frame she was supposed to. The only person the court will be upset with is Linda and her attorneys as they did not respond to any of the info required in the appropriate time the court allowed.

The info Galon or whomever, gave you about royalties and costs of books ect. is a lie also. The book Linda is concerned with was written by Shelley and me after mine and Linda's divorce. It has nothing to do with her.

I will not at this time devulge any more info about this book at this time. I may when mine and her settlement case is over.

I will tell you however that Remnant Publications holds the copyright to TCTR.

Danny

----- Original Message -----

From: [Bob](#)

To: [Danny Shelton](#)

Sent: 11/3/2006 9:09:27 AM

Subject: RE: Clarification needed to put rumor to rest

Hi Danny. Thanks so much for your reply.

So have you allowed Ewing to answer the questions Gailon referred to, and has he answered them? Or when you say that anyone has the right to appeal a certain question, are you acknowledging that you have indeed refused to allow Ewing to answer those questions? I take it from your reply that the latter is the case, but I want to make sure I'm not misunderstanding you.

I noticed that you didn't comment on my other questions that were somewhat unrelated to Gailon's email, since quite some time ago a retired minister I know here in Mid-America told me that there was some sort of issue regarding royalties with the 10 Comm. book, and it was from him that I heard the 11 cents figure. Here are my questions again:

"A related matter has been the question of self-published books, referred to above. I've heard that the 10 Commandment books cost 70 cents each, cost 25 cents to print, and cost 11 cents in royalties. Could you clarify this? How much was actually paid in royalties, to whom and by whom?"

"A prominent individual as far as 3ABN is concerned called me yesterday and while we were chatting they told me that they felt for sure that 3ABN was the one that paid Remnant for the printing. If that is really the case, then I think that fact would put to rest once and for all the idea that the 10 Commandment book was self-published, since publishers, not

EX0357

4/11/2008 10:33 AM

distributors or retailers or consumers, are the ones who directly pay the printer. And if 3ABN is the publisher, then they can decide to pay you whatever ethically appropriate royalty you agree upon.

"Or, if you really did self-publish the book, does that mean that you received check(s) from 3ABN totaling 4.5 million books x 70 cents per book, and that you then paid the printing costs and the royalties out of that sum? Or if those numbers are incorrect, what are the correct numbers?"

Could you comment on these questions?

I was looking at Amazon.com, and it appears that when the book first came out in 2004, it was published by DLS Publishing, but the 2006 edition was published by Remnant, while the copyright was held by yourself and Shelley. I would expect, then, that DLS paid you royalties for the 2004 edition, and that Remnant paid you royalties for the 2006 edition. Would that be correct?

Is 11 cents the right figure? Is that 11 cents to you and 11 cents to Shelley, or was that 11 cents total broken up in what way? And if 11 cents is the right figure, then does that mean that 4.5 million books x 11 cents in royalties were paid as a result of last spring's campaign?

My interest in asking these questions is to find concrete ways to put some of these rumors to rest. There are way too many rumors floating around, and they really need to get put to rest, yesterday.

God bless.

Bob

----- Original Message -----

Subject:RE: Clarification needed to put rumor to rest

Date:Fri, 3 Nov 2006 08:18:16 -0600

From:Danny Shelton <danshelton@***>

Hi Bob, I just returned from a great trip to Australia. God is blessing the work of 3ABN there.

I won't go into all the detail but Galion's email to you really is rubbish.

Linda and her attorneys are the ones who have to face the court because they did not make their deadlines to answer court questions. My attorney had to do what I think they call "sanctions" against them to make them answer their questions. I'm not sure of the term but it simply means they did not comply with court order and now it is a record of the court. Anyone has the right to appeal a certain question or questions and let the court decide whether it will have to be answered later, but no one can just decide to defy court timelines such as Linda's attorney's have done without upsetting the apple cart.

This is Gailons problem, he believes anything that Linda or her friends tell him.

EX0358

4/11/2008 10:33 AM

Once again Gailon is in left field as this court time has nothing to do with 3ABN or it's non profit status. The court is not asking Larry Ewing to answer any such questions. In the past when the court has asked for any info we have always given it.

We are of course appealing the State of Illinois property tax case, but this has nothing to do with mine and Linda's divorce case.

God Bless,
Danny

----- Original Message -----

From: [Bob](#)

To: [Danny Shelton](#)

Sent: 10/31/2006 8:41:13 AM

Subject: Clarification needed to put rumor to rest

Hi Danny.

I received this recently, and was wondering if you could provide some information that would correct this:

"The problem is that in a divorce case you are obligated to self disclose all financial items, whether assets, liabilities or contras, but Danny has not disclosed bank statements for his personal use that he opened in 2003 and into which went the book deal moneys. He has also refused to allow Ewing to answer questions relating to his pay, expenses, bonuses paid, or sums received from self published books. This is technically "contempt" and will not endear him to the bench.

"It will be most interesting to see how Danny handles the issue of their tax exemption and not for profit status as they have a hearing date in November...my guess is that Danny compromises [...] we will see, but he sure does anything he can to keep prying eyes from looking at anything an too close ly."

Certainly you wouldn't be refusing to allow Ewing to answer such questions if they are really required to be answered by the court. I'm wondering if you could make public as much as possible of these financial records in order to put this allegation to rest. I would be happy to facilitate their being posted.

A related matter has been the question of self-published books, referred to above. I've heard that the 10 Commandment books cost 70 cents each, cost 25 cents to print, and cost 11 cents in royalties. Could you clarify this? How much was actually paid in royalties, to whom and by whom?

EX0359

4/11/2008 10:33 AM

A prominent individual as far as 3ABN is concerned called me yesterday and while we were chatting they told me that they felt for sure that 3ABN was the one that paid Remnant for the printing. If that is really the case, then I think that fact would put to rest once and for all the idea that the 10 Commandment book was self-published, since publishers, not distributors or retailers or consumers, are the ones who directly pay the printer. And if 3ABN is the publisher, then they can decide to pay you whatever ethically appropriate royalty you agree upon.

Or, if you really did self-publish the book, does that mean that you received check(s) from 3ABN totaling 4.5 million books x 70 cents per book, and that you then paid the printing costs and the royalties out of that sum? Or if those numbers are incorrect, what are the correct numbers?

God bless.

Bob

EX0360

4/11/2008 10:33 AM

Ex. CC

The Ten Commandments *Twice* Removed

This edition published 2005

Cover Design by Steve Nelson

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Published by Remnant Publications, Inc.
Printed in the United States of America

ISBN 1-883012-40-6

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Scripture quotation marked "KJV" are taken from The Authorized King James Version of the Bible.

*We dedicate this book to
God's people—saved and sanctified
by Christ—called "great" in the
kingdom of heaven.*

For assuredly, I say to you,
till heaven and earth pass away,
one jot or one tittle will by no means
pass from the law till all is fulfilled.
Whoever therefore breaks one of the least of these commandments,
and teaches men so, shall be called least in the kingdom of heaven;
but whoever does and teaches them,
he shall be called great in the kingdom of heaven.
Matthew 5:18-19

Ex. DD

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and teaches men so, shall be called least in the kingdom of heaven;
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he shall be called great in the kingdom of heaven.
Matthew 5:18-19

EX0362

Ex. EE

Ten Commandments Twice Removed

This edition published 2007

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and teaches men so, shall be called least in the kingdom of heaven;
but whoever does and teaches them,
he shall be called great in the kingdom of heaven.
Matthew 5:18-19

advised that their objections were timely, I called up Litzenburg and asked her whether she or Plaintiffs' counsel had lied about her objections being timely. She replied that she had not told Plaintiffs' counsel that her objections had been timely.

5. My reply to Litzenburg's objections of April 3, 2008, is attached hereto as **Exhibit C**. The reference to Lovejoy's statement that the documents were already in binders refers to his claim to me by telephone that the auditor's work papers are in binders that amount to perhaps a foot thick of paper per year.

6. Since there would be more than 200 sheets of paper to an inch, a year's worth of auditor's work papers could easily amount to well over 2,400 sheets per year.

7. Litzenburg informed me by telephone that the ten years of subpoenaed records were in ten banker's boxes.

8. Attached hereto as **Exhibits D–I** are relevant pages of 3ABN's audited financial statements. These help document 3ABN's purchases of Shelton's books from D & L Publishing (D[anny] & L[inda] Publishing, hereafter "D & L") and DLS Publishing (D[anny]L[ee]S[helton] Publishing, hereafter "DLS"), show the change of accounting for sales of these books in 2004, and list a number of organizations related to 3ABN in Canada, Brazil, Peru, the Philippines, and Russia.

9. Attached hereto as **Exhibits J–K** are web pages from the Illinois Secretary of State's website documenting the use of the names Broadcast Communications Service, Inc., Three Angels Broadcasting, Inc., and Three Angels Enterprises, LLC.

10. Attached hereto as **Exhibit L** is a web page from the Illinois Attorney General's website documenting the possible use of the name Three Angles Broadcasting Network, Inc.

11. Attached hereto as **Exhibit M** is a news release from Southern Gospel News announcing 3ABN's formation of Crossbridge Music.

12. Attached hereto as **Exhibits N–P** are pages from websites controlled by 3ABN documenting 3ABN’s use of the names 3ABN Radio, 3ABN Music, and 3ABN Books.

13. Attached hereto as **Exhibit Q** is an affidavit filed by Shelton in the District of Minnesota, documenting his connection to D & L and DLS.

14. Attached under seal hereto as **Exhibit R** are minutes of a 2004 3ABN Executive Committee meeting, declared confidential by the Plaintiffs.

15. Attached under seal hereto as **Exhibit S** is a contract signed in 2005, declared confidential by the Plaintiffs.

16. Attached hereto as **Exhibit T** is the Plaintiffs’ December 18, 2007, motion for a protective order, which sought a prohibition of discovery of trade secret information. (p. 2 at ¶ 1). Discovery of confidential commercial information was deemed acceptable in this motion if protected by a confidentiality order. (p. 2 at ¶ 2).

17. Attached hereto as **Exhibit U** are relevant pages of an affidavit filed by Plaintiffs’ counsel with their December 18, 2007, motion for a protective order, with its Exhibit D, which documents that the Plaintiffs knew that the Defendants were seeking documents from GHS/Lovejoy at the time they filed their motion which allowed for the discovery of confidential commercial information if it was protected by a confidentiality order.

18. Relevant pages of my opposition to the Plaintiffs’ December 18, 2007, motion for a protective order are attached hereto as **Exhibit V**, documenting that the Plaintiffs know that 3ABN’s tax returns (known as Form 990’s) and financial statements are required to be open to public inspection, since 3ABN is a 501(c)(3) corporation. (pp. 2, 5). This opposition was filed on January 2, 2008.

19. A number of the individuals that the Defendants have interviewed have reported that the IRS has been conducting a criminal investigation of the Plaintiffs. In September 2007,

former 3ABN Board member and general counsel Nicholas Miller told me that the IRS had contacted him. Attached hereto as **Exhibit W** is a letter of concern regarding personally observed accounting practices at 3ABN, written by a CPA and CFE to the 3ABN Board, and referencing this investigation. The redactions were in the copy received. An internet post by Greg Thompson under the user name “fallible humanbeing” also references this investigation, and is attached hereto as **Exhibit X**. Greg is the son of 3ABN Board chairman Walter Thompson.

20. The complaint contains “factual allegations” extending back “over two decades” to 3ABN’s “inception.” (Doc. 3-2 pp. 9–28 at ¶¶ 9, 12, 31, 34). The Plaintiffs by their complaint have put at issue a broad variety of allegations, including the following, *inter alia*:

- 3ABN’s “reputation, goodwill and character,” and whether 3ABN is “a dedicated, principled ... ministry.” (*Id.* at ¶¶ 14, 31, 34, 52, 60, 63, 66–68, 76–78).
- Whether 3ABN is funded by any specific church or organization. (*Id.* at ¶ 10).
- Whether 3ABN is “operationally sound, and financially conscientious,” and whether the Plaintiffs have “committed financial” or “administrative and operational improprieties.” (*Id.* at ¶¶ 46, 48, 14, 66).
- The donations received by 3ABN, whether those donations have declined, and for what reasons. (*Id.* at ¶¶ 14, 78, 81, 83).
- The purported sale of “3ABN-produced inspirational books and music recordings” generated by “the 3ABN website” even though no sales of such materials have been reported on 3ABN’s financial statements since 2003. (*Id.* at ¶ 23, Ex. E–I where “Other sales” or “Video and other sales” is missing on p. 4 from 2004 through 2006).
- Whether 3ABN’s directors or officers engaged in private inurement, and whether Plaintiff Shelton or his relatives have personally benefited from items purchased with 3ABN funds. (*Id.* at ¶¶ 46b–46d, 46g).

- “Allegations of criminal conduct” against “both Plaintiffs.” (*Id.* at ¶¶ 27, 75).
- The “growing number of moral, ethical, and financial allegations” that have beset the Plaintiffs “for the last several years.” (*Id.* at ¶ 46a).
- Whether Plaintiff Shelton funneled money or assets to inappropriate beneficiaries through third parties. (*Id.* at ¶ 46f).
- Plaintiff Shelton’s book deals and royalties. (*Id.* at ¶¶ 46h–46i).
- When Plaintiff Shelton began preparing to divorce Linda Shelton. (*Id.* at ¶ 50e).
- Plaintiff Shelton’s personal finances as compared to his financial affidavit(s) filed in connection with his divorce proceedings. (*Id.* at ¶¶ 46i, 48d, 50, 50a, 50e, 50i).
- The usage of 3ABN’s corporate jets. (*Id.* at ¶ 46j).
- The terms of purchase for a radio station 3ABN bought, the fair market value of that station, and whether the 3ABN Board approved that purchase. (*Id.* at ¶ 46k).
- Whether preference has been given to Plaintiff Shelton’s relatives in matters of hiring and firing. (*Id.* at ¶ 48a).

21. Since ¶¶ 46, 48, and 50 of the complaint incorporate the phrase *inter alia*, the complaint allows for the litigation in this case of anything ever alleged by the Defendants regarding administrative, operational, or financial improprieties by the Plaintiffs. To support their claims and defenses, the Plaintiffs have declared that they may use more than 150 different investigative reports, letters, and documents authored and/or published by the Defendants.

22. In April 2005, Shelton tried to convince his ex-wife to accept drastically overvalued cash donation receipts of \$20,000 per horse for donations of two horses for the tax year 2004, rather than obtaining the required appraisals and filing the required IRS Form 8283. He stated that there was no guarantee what the horses would appraise for, that there was nothing wrong with doing this, that he had also done this for the 2003 tax year to the tune of a \$20,000

deduction, and that he planned to do it again for the 2005 tax year. His correspondence to this effect is attached hereto as **Exhibits Y-AA**.

23. Shelton valued his horses prior to and after this correspondence, and his own valuations indicate that his horses were worth between but \$500 and \$5,000. Relevant pages of the documents containing these valuations are attached hereto as **Exhibits BB-DD**.

24. Attached hereto under seal as **Exhibits EE-GG** are relevant pages of Shelton's 2001 through 2003 tax returns as faxed by GHS at Linda Shelton's request. A comparison of the Schedule A's for these three years, as well as the Form 8283 for 2002 and p. 6 of Ex. DD, demonstrates that Shelton did indeed report an excess of about \$20,000 in cash donations in 2003, affirming his claim in his April 2005 email that he had treated a donation of a horse or horses as a donation of \$20,000 in cash on that 2003 return.

25. Attached hereto as **Exhibit HH** is an email by Shelton.

26. Attached hereto as **Exhibits II-JJ** are investigative reports that raise questions as to Shelton's missing royalties and assets on his 2006 financial affidavit (Ex. DD), and the incorrect reporting of his mortgage from the Fjarli Foundation. The former report was used by the Plaintiffs as an exhibit in one of their filings in the underlying case.

27. Attached hereto as **Exhibit KK** is a page from Shelton's \$200,000 mortgage from the Fjarli Foundation, which he incorrectly reported on his affidavit as being from Merlin Fjarli, a 3ABN Board member. Attached hereto as **Exhibits LL-NN** are relevant pages from the Fjarli Foundation's Forms 990-PF for the years 2004 through 2006. They document that Shelton's mortgage was between \$0 and \$150,000 at the time he claimed on his affidavit that it was \$200,000. (In. 7).

28. For the 2001 tax year, Shelton took the income for D & L on his Sch. C and split it evenly with Linda Shelton, like a partnership, and filed separate Sch. SE's for both of them.

For 2002 and 2003, he treated all the income from the Sch. C as being his. While Linda Shelton's name no longer appeared with Shelton's on the Sch. C and Form 8829 as it had in 2001, it still appeared on the Form 4562 as it had before. (Ex. EE–GG).

29. Initial disclosures were made on August 3, 2007. The Plaintiffs did not serve any Rule 26(a)(1) documents until compelled by the court after I filed a motion to compel on December 14, 2007. Five years of financial statements were found on CD #2 in the initial production which was served on March 28, 2008.

30. An email from 3ABN Board chairman Walt Thompson attached hereto as **Exhibit OO** uses the fact that GHS audits 3ABN as evidence that nothing is wrong with 3ABN's finances.

31. On January 28, 2004, Administrative Law Judge Barbara Rowe issued her decision denying 3ABN's property tax exemption except for two rooms and an accompanying amount of land. Relevant pages of this decision are attached hereto as **Exhibit PP**. Rowe stated:

Applicant failed to produce any evidence that this is not a closely held business with profits inuring to the family. ...

I must conclude from the evidence of record, that applicant is controlled by Danny and Linda Shelton, and all final decisions are made by them and not by a disinterested impartial board of directors.

(pp. 35–36).

32. 3ABN appealed this decision to the Circuit Court of Franklin County, and when it lost that appeal, it appealed it yet again. The Appellate Court of Illinois, Fifth District, filed its decision affirming the previous decisions on March 31, 2008.

33. At the original hearing of September 23–25, 2002, Lovejoy was a key witness, testifying that 3ABN operated appropriately as a non-profit organization. His testimony is attached hereto as **Exhibits QQ–RR**. For the hearing he prepared one-page analyses of 3ABN's

sales in 2000 and 2001, analyses based upon his auditor's work papers, which are attached hereto as **Exhibits SS–TT**. 3ABN's attorney stated in the hearing that he imagined that "the underlying work papers" could "come to the court." (Ex. QQ p. 482).

34. Lovejoy's one-page analyses had a column titled "Video and Other" sales. Since the only inventory-related expense in that column was purchases of "Literature," one could conclude that these sales must have been predominately book sales rather than video sales, and that Lovejoy, by mislabeling that category, may have assisted Shelton in concealing his personal book sales to 3ABN. Also, Lovejoy placed 100% of the "Newsletter" advertising expense under "Video and Other" sales even though sales from "Satellite Sales" were many times larger in value, perhaps artificially reducing the profits attributable to Shelton's books. (Ex. LL–MM).

35. After Judge Rowe's decision, 3ABN started purchasing Shelton's books from Remnant Publications, Inc. of Coldwater, Michigan (hereafter "Remnant"), rather than from Shelton's publishing companies, which lessened the appearance of self-dealing.

36. Relevant pages of my memorandum filed in the District of Minnesota on February 25, 2008, are attached hereto as **Exhibit UU**.

37. Shelton bought a house from 3ABN in 1998 for \$6,139 and sold it one week later for \$135,000. Courthouse records documenting this transaction that I filed in the Districts of Massachusetts and Minnesota on January 2, 2007, and February 25, 2008, respectively are attached hereto as **Exhibits VV–WW**. An investigative report published a year ago is attached hereto as **Exhibit XX**. An email to Plaintiffs' counsel on November 30, 2007, referencing this transaction is attached hereto as **Exhibit YY**. My opposition to the Plaintiffs' December 18, 2007, motion for a protective order explicitly referred to this transaction. (Ex. V pp. 5–6). Thus Plaintiffs and their counsel know that 1998 is an acceptable commencement date for discovery.

38. Attached hereto as **Exhibit ZZ** are relevant pages from 3ABN's 1998 Form 990

which further documents Shelton's 1998 real estate deal as well as his false denial that a section 4958 excess benefit transaction had taken place (attachment; ln. 89b). The same Form 990 also documents the sale of a donated grand piano for \$2,000 (attachment), which upon information and belief is the piano bought by Tommy Shelton, Shelton's oldest brother, and used by him in his church at Dunn Loring, Virginia.

39. Credible sources have told the Defendants that a check for \$10,000 was sent by 3ABN to Tommy Shelton in 1999, and that a van was sold to a Shelton family member by 3ABN at below fair market value in 1999 or 2000. The Plaintiffs put the latter transaction at issue in ¶ 46b of their complaint.

40. Table 1 lists the purchases attributable to Plaintiff Shelton's books or products for the years 2001 through 2006 as derived from 3ABN's financial statements. (Ex. D-I at nt. 14). None of these purchases were similarly disclosed on 3ABN's Form 990's. The two board members referred to for 2001 would be Shelton and his then-wife Linda Shelton. When such transactions began is presently unknown.

TABLE 1: 3ABN's Purchases of Shelton's Products
(Data from Note 14 of 3ABN's Financial Statements)

Year	Vendor	Reported Total
2001	Owned by Two Board Members	\$75,000
2002	D & L	\$130,612.50
2003	D & L	\$73,112.50
2004	D & L	\$35,000
2004	DLS	\$44,724.38
2005	Unspecified	\$82,712.43
2006	Unspecified	\$2,982,793.71
Total Purchases		\$3,423,955.52

41. Attached hereto as **Exhibit AAA** is an email from former 3ABN Board member

and general counsel Nicholas Miller, in which he says that he is certain that Shelton earned several hundred thousand dollars in royalties from *Ten Commandments Twice Removed* (hereafter “*TCTR*”), a book published for Shelton by Remnant.

42. Relevant pages of 3ABN and Remnant’s publicly available 2005 and 2006 Form 990’s are attached hereto as **Exhibits BBB–EEE**. Tables 2 and 3 give figures from these returns from which may be derived approximate figures for the royalties Plaintiff Shelton received for the 2006 *TCTR* campaign, the cost to 3ABN for the 4.8 million *TCTR* books it purchased, 3ABN’s resulting loss for the year, and Remnant’s resulting gain.

TABLE 2: 3ABN: Comparison Between 2005 and 2006

(Data from Form 990, Lns. 1, 12, Statement 2)

	2005	2006	Inc (Dec)
Cost of Goods	\$605,744	\$3,167,235	\$2,561,491
Contributions	\$14,060,275	\$15,075,120	\$1,014,845
Total Revenue	\$14,956,597	\$16,602,282	\$1,645,685
Net Gain (Loss)	(\$482,493)	(\$2,996,016)	(\$2,513,523)

TABLE 3: Remnant: Comparison Between 2005 and 2006

(Data from Form 990, Lns. 35, 38, 43, 93)

	2005	2006	Inc (Dec)
Literature Sales	\$1,228,662	\$4,316,011	\$3,087,349
Royalties Paid	\$116,556	\$508,767	\$392,211
Printing	\$445,558	\$1,680,814	\$1,235,256
Shipping	\$112,769	\$394,640	\$281,871
Net Gain (Loss)	(\$162,212)	\$601,501	\$763,713

43. A careful analysis of tables 2 and 3 takes note that a) the figures by which 3ABN’s cost of goods and Remnant’s sales of literature increased are roughly the same, b) the approximate amount of royalties Plaintiff Shelton earned are represented by the increase in

Remnant's royalty expense, and c) 3ABN's losses in 2006 may have been attributable to the pricing structure for *TCTR*, 3ABN's payments to Remnant, and Remnant's royalty payments to Plaintiff Shelton instead of a decline of donations due to Defendants' investigative reporting.

44. Attached hereto as **Exhibit FFF** is a table containing part of the flight history of 3ABN's corporate jet. The flights include Shelton's April 15, 2004, trip to Wichita, Kansas, for marriage counseling, referred to in his email attached hereto as **Exhibit GGG**, and trips to Saint Paul, Minnesota, and Massachusetts which upon information and belief are associated at least in part with Shelton's involvement in the underlying suit as an individual.

45. Attached hereto under seal as **Exhibit HHH** is a document stating that 3ABN retained legal services to handle Shelton's personal affairs. The Plaintiffs have classified this document as confidential.

46. An email by Walt Thompson attesting to the fact that 3ABN does not have a separate fund for Shelton's personal legal expenses associated with the underlying suit is attached hereto as **Exhibit III**. Shelton is a plaintiff in the underlying suit as an individual, not in his capacity as an officer, director, or employee of 3ABN.

47. Attached hereto as **Exhibit JJJ** is an email by former 3ABN Board member and general counsel Nicholas Miller alleging the fraudulent alteration of certain 3ABN financial records.

48. A credible source has informed the Defendants that 3ABN has destroyed financial records dated prior to the year 2000.


49. I have received no information indicating that the Plaintiffs are in possession of the auditor's work papers, and my requests to produce did not explicitly ask the Plaintiffs for them.

50. Attached hereto as **Exhibit KKK** is the Plaintiffs' civil cover sheet for the

underlying suit, documenting that the suit's "Basis of Jurisdiction" is the "Federal Question" of "Trademark infringement and dilution." The trademark dilution is based on disparagement, according to ¶ 68 of the complaint. (Doc. 3-2 p. 26).

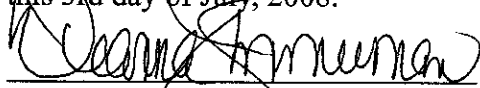
FURTHER DEPONENT TESTIFIES NOT.

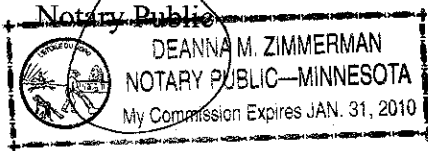
Signed and sealed this 3rd day of July, 2008.



Bob Pickle
Halstad, MN 56548
Tel: (218) 456-2568

Subscribed and sworn to me
this 3rd day of July, 2008.





Ex. C

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
April 9, 2008

Deeana Litzenburg
P.O. Box 307
Belleville, Illinois 62220

Counselor Litzenburg:

On April 7, 2008, I received your response by mail to our subpoena of records held by Gray Hunter Stenn LLP pertaining to Plaintiffs 3ABN and Danny Shelton. I note the following points:

First, your response is dated April 3. Our subpoena was served on Gray Hunter Stenn, LLP on Monday, March 17. Any objection was due by Monday, March 31, 2008. It is therefore untimely, being well beyond the required 14-day time limit.

Second, your reference to Attorney Jerrie Hayes' information regarding the hearing of March 7 on motion for a protective order is irrelevant. I would trust that Ms. Hayes informed you of the Honorable Judge Saylor's order during the status conference of December 14, 2007. Ms. Hayes specifically requested that discovery be stayed until such a motion could be heard. Judge Saylor made it clear that there would be no such stay. Therefore, your unilateral declaration of a stay on discovery prior to a decision on the motion in question constitutes contempt of Judge Saylor's court.

Four days after Judge Saylor's clear order, Plaintiffs' counsel filed their motion for a protective order on December 18, 2007, specifically requesting oral arguments, and then never scheduled a hearing! Therefore, one must conclude that Plaintiffs' counsel's lackluster effort clearly seeks inappropriate delays based on the decision of the motion in question. It would appear their game plan is one of obstruction and delay rather than of good faith. You would be ill advised to participate in such a process.

Third, you disingenuously refer to assembling time and costs being high. Has Gray Hunter Stenn LLP removed the documents from the binders we were led to believe the bulk of the documents are held in, according to Mr. Lovejoy? And why would you give no guidance regarding the length of time or cost that assembling the documents might take? I am left to conclude that this objection is without substance.

Fourth, I take exception to your misquote of our subpoena, and I trust that was not intentional. You state that our subpoena defined 3ABN and Danny Shelton as including all their assumed names and organizations over which they exercised control, when it most certainly did not. Then, because of your erroneous citation, you falsely assert that the subpoena requires Gray Hunter Stenn LLP to "speculate" as to assumed names and entities. Nothing could be further from the truth.

EX0376

April 9, 2008
Page 2

The subpoena specifically seeks documents pertaining to only those assumed names and entities which Alan Lovejoy and/or Gray Hunter Stenn LLP “believe” or “know” are applicable. Since this firm has had a long history of working for the Plaintiffs, with Alan Lovejoy preparing tax forms pertaining to Danny Shelton, D & L Publishing, and DLS Publishing, and auditing financial statements that reference various 3ABN entities, it should be a breeze for him to identify what entities he needs to locate documents for, unless for some reason Mr Lovejoy is struck by a sudden case of amnesia.

Fifth, you refer to the need for a protective order. Why? The Plaintiffs’ complaint against us claims that we have lied about their committing financial improprieties and specifically charges defamation *per se*. Repeatedly they have publicly claimed that their being audited annually is proof that there is nothing remiss going on. By seeking to prevent anyone from knowing what is in those documents, you are trying to prevent the exoneration of your client’s clients. Would this make any sense? Particularly in the light of case law making it very clear that accountants do not have privilege in Federal courts in a case such as this one?

If your client believes that a protective order is necessary, you are free to file a motion to that effect in U.S. District Court in the District of Massachusetts. The burden is on you, not us, to file such a motion. Any such effort would be vigorously opposed, and in the meantime we are prepared to move to enforce this subpoena.

Since your objection is neither timely nor substantive, I need to know whether we are to inspect and copy the requested documents at the office of Gray Hunter Stenn LLP on April 17, or whether the documents will be delivered to us at Sam C. Mitchell and Associates instead. Which might it be?

Respectfully submitted,



Bob Pickle, *pro se*

Ex. J

SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

CORPORATION FILE DETAIL REPORT

Entity Name	THREE ANGELS BROADCASTING NETWORK, INC.	File Number	53759831
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	03/01/1985	State	ILLINOIS
Agent Name	JAMES WILLIAM GILLEY	Agent Change Date	02/21/2008
Agent Street Address	3391 CHARLEY GOOD RD POB 220	President Name & Address	
Agent City	WEST FRANKFORT	Secretary Name & Address	
Agent Zip	62896	Duration Date	PERPETUAL
Annual Report Filing Date	02/21/2008	For Year	2008
Assumed Name	INACTIVE - BROADCAST COMMUNICATIONS SERVICE, INC.		
Old Corp Name	02/26/1986 - THREE ANGELS BROADCASTING, INC.		

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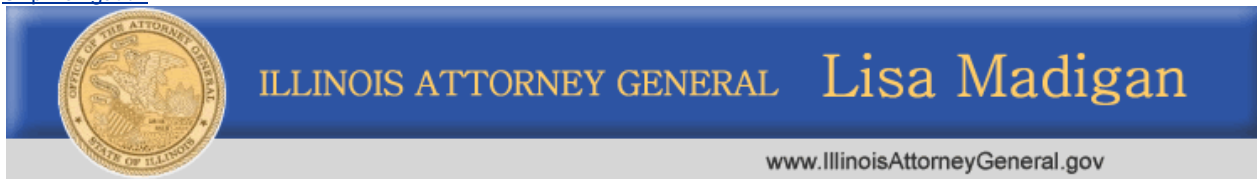
LLC FILE DETAIL REPORT

Entity Name	THREE ANGELS ENTERPRISES, L.L.C.	File Number	00792934
Status	INVOLUNTARY DISSOLUTION	On	04/13/2007
Entity Type	LLC	Type of LLC	Domestic
File Date	10/16/2002	Jurisdiction	IL
Agent Name	DANNY SHELTON	Agent Change Date	10/16/2002
Agent Street Address	3391 CHARLEY GOOD ROAD	Principal Office	3391 CHARLEY GOOD RD. POB 220 WEST FRANKFORT 62896
Agent City	WEST FRANKFORT	Management Type	MBR
Agent Zip	62896	Dissolution Date	
Annual Report Filing Date	00/00/0000	For Year	2006
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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Building Better Charities

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THREE ANGLES BROADCASTING, INC.

Reg. Number: 01015611
EIN: 371179056
Address: P.O. BOX 220
 WEST FRANKFORT, IL 62896

[Detail Information](#)

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21 Jan 2003 **Three Angels Broadcasting Forms CrossBridge Music** [0] Comments

Article Rating:

image

Average score: 0
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Nashville, TN - Three Angels Broadcasting Network, an Illinois-based Christian television and radio satellite network, continues to assist Southern Gospel artists in their ministries by forming of CrossBridge Music. In the past year, 3ABN has used their state of the art recording facility to benefit artists such as Mark Trammell, Mike Allen, Allison Durham Speer, Kristin Wilkenson,

Larry Paxton, Jake Hess and others with new projects.

E. T. Everett, 3ABN Sound Center Manager/Producer comments, "Three Angels' vision is to broadcast the gospel around the world and have recently seen that vision fulfilled. In doing that, we have been blessed with incredible facilities here for video and audio recordings. Our president and founder, Danny Shelton, has a love for pure, traditional gospel music and wants to be a channel of blessing to several artists that we have come in contact with. We have not only wanted to bless these artists with a new project, but with an avenue to see that project bring as much return to them as possible. That's what we want CrossBridge to be for these artists."

Brian Speer and John Mathis of The Avid Group, along with Mark Trammell of the Mark Trammell Trio, will act in advisory roles for 3ABN in regard to CrossBridge Music. For more information regarding Three Angels Broadcasting, visit their website at <http://www.3abn.org> For information regarding The Avid Group or The Mark Trammell Trio, visit their respective websites at <http://www.theavidgrouponline.com> or <http://www.marktrammellministries.com>

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About This Article

Three Angels Broadcasting Forms CrossBridge Music

Written: 01/21/2003

Author: SGN

Category: News &

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RADIO PROGRAM SCHEDULE

Radio Schedule

July 08

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S	M	T	W	T	F	S
		1	2	3	4	5
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PROGRAM INFORMATION

3ABN Radio's unique lifestyle format includes talk, information, music and inspiration. Our programming is designed to reach into the hearts and lives of the listeners, addressing their everyday problems and most urgent needs.

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Melody Shelton Firestone brings again her vocal talents to her latest CD recording.



Family Album - CD
A collection of favorite recordings by 3ABN musical artists.



Gospel Hymns - CD
Dona Klein and Tommy Shelton new CD.



Hymns Vol. 1 - CD
Beautifully orchestrated hymns by Kristin Wilkinson and Larry Paxton.



Camp Meeting II - CD
Live performances by various 3ABN artists.

Ex. O

EX0383

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Can We Eat Anything?

What Does the Bible Say?

This book is about freedom. Freedom of choice, both physically and spiritually, to enjoy the benefits of a long, healthy, and happy life—now and forever.



Does God Love Sinners Forever?

Is There a Hell? How long will it Burn?

This book handles with clarity and compassion the difficult and sometimes confusing question. How can God be a God of love and at the same time also be a terrible tyrant who is willing to torment people forever and ever?



The Forgotten Commandment

Is There a Forgotten Commandment? If there is, then these questions need to be asked, "Which one is it?" and "Should those of us who claim to be Christians be keeping this commandment?" This book will help you find these answers from the Scriptures'.

LATEST & INFORMATION ABOUT 3ABN BOOKS

Can We Eat Anything?

Takes up the question of health in an appealing, Christ-centered manner.—by Danny Shelton

Does God Love Sinners Forever?

Important Bible teachings on hell and life after death.—by Danny Shelton

The Forgotten Commandment

Looks at the battle for our loyalty to Christ or man through the Bible teaching of the Sabbath.—by Danny Shelton

EX0384

Ex. P

Ex. W

February 19, 2008

Three Angels Broadcasting Network
Mr. Larry Ewing, Director of Finance
P.O. Box 220
West Frankfort, Illinois 62896

United States Postal Service Certified Mail
United States Postal Service First Class Mail

Dear Larry,

I am writing to you with a very heavy heart, but after our recent conversation and my confirmation that the IRS investigation of 3ABN is of a criminal nature I feel I must sever the volunteer relationship I had with 3ABN. It has been just over a year since I was invited to attend 3ABN's 2007 Annual Day of Prayer. At that meeting, I heard a good deal of discussion and fervent prayer regarding "this new enemy". Since then, I have been shocked at some of the allegations that have been made public. I did not want to believe them, but after some of the practices I observed and conversations I was party to, now coupled with IRS Criminal Investigation Department involvement, I am compelled by the American Institute of Certified Public Accountants Code of Professional Conduct Section 102 to write this letter and document what I saw while at 3ABN. I am disappointed that in my attempt to do something for my Lord, I unknowingly walked into a situation involving alleged activities that violate IRS rules and regulations. My footprint can be found on many documents and general ledger entries at 3ABN and if called upon, I will make every attempt to tell the truth as I remember it.

As you know, I came to 3ABN after surviving a terrible auto accident and feeling like I needed to do something on behalf of my Lord and the posse of angels He must have sent that night to protect me. I came to you with no agenda, other than how I might be able to help the ministry with the talents, training and experience God has given me. I made a cash donation to 3ABN in April of 2005 and contacted you later that year to offer my volunteer services as an accountant. From January through mid-May of 2006 I traveled from Nashville to West Frankfort nearly every other week (until personal complications changed my availability) to assist in the Accounting Department with anything I could.

I hope you know how much I enjoyed being there. I grew very fond of each and every one in Accounting and even made some good friends outside the department. However, I am sure you recall that I had some serious concerns regarding the internal business control environment at 3ABN. When I made my first visit to your office in August of 2005 and again while I was volunteering during 2006, you told me that internal controls are not a priority with you and that you didn't want to be tripped up by them. With the background I have as a public accountant and internal auditor, these declarations made me cringe inside. But as a volunteer I did not feel it my place to insist otherwise, although I did share my concerns verbally with audit partner Alan Lovejoy from the Gray Hunter Stenn LLP CPA firm in April of 2006 while he was at 3ABN working on the 2005 financial statement audit (a copy of a brief email correspondence with Mr. Lovejoy is enclosed).

The following is a list of the concerns I recall from the days I spent at 3ABN:

EX0385



[REDACTED]

[REDACTED]

Internal business controls are a vital component of a healthy business (or ministry) and materially accurate financial statements. In my professional opinion, the situation 3ABN currently finds itself in is a direct result of a poorly controlled accounting environment and a lack of governance and oversight. I desperately wish it were not the case, but I believe you know me well enough to know that I call it as I

see it. I am close to completing a Master of Science in Economic Crime Management, but I had no idea that my studies would correspond so closely with my volunteer work.

The North American Division of Seventh-day Adventists and Adventist Risk Management, Inc. have prepared a guidebook entitled "Trustees of the Lord's Finances" which provides an excellent summary of policies and procedures an organization should take to ensure appropriate internal business controls and provide adequate safeguards against misappropriation of assets. I saw no evidence to indicate this valuable resource had even been consulted. The following is taken directly from page 25 of the Quick Reference Guide bearing the same name:

No one wants to admit that theft and cover-up exist in a Christian environment. Yet insider theft occurs at all levels throughout our churches and schools. Without effective controls, such illegal and destructive practices will continue. In order for such events to occur, two elements must be present:

Opportunity is provided when:

- *Too much trust is placed in key individuals.*
- *Too few people share duties and responsibilities.*
- *Cash is easily accessible.*
- *Fiduciary controls don't exist.*
- *Audits are performed too infrequently.*

Motivation is provided when:

- *A lack of standards or integrity exists within the organization.*
- *Employees or volunteers face personal financial challenges.*
- *Employees or volunteers rationalize that they're only "borrowing" or that the organization "owes" them something.*
- *Employees or volunteers believe that non-profit organizations refrain from prosecuting theft cases.*

Given the current environment 3ABN now finds itself in, I strongly recommend the organization invest in a forensic accounting review of its financial records. Concurrently, 3ABN needs to implement a system of internal business controls immediately. These combined actions will serve to identify previous abuses if any do exist, as well as to create a controlled environment going forward that will substantially reduce the possibility of future abuses as well as to rebuild both public and IRS confidence in 3ABN. While I did not personally observe any specific incidences of fraud that I am aware of, the lack of internal business controls has created an accounting environment that is ripe for abuse. In addition, I believe serious consideration should be given to changing audit firms. I am not implying that Gray Hunter Stenn LLP is in any way at fault, but publicly traded companies are required to change audit firms periodically and this action would be in 3ABN's best interest as well, in my opinion. Finally, I believe 3ABN could benefit substantially by requesting the services of the General Conference Internal Audit Department. While a good external audit serves many purposes, the value of a regular internal audit cannot be understated. The audit techniques and objectives employed by each are substantially different, but I truly believe it would be beneficial for 3ABN to obtain the services of both types of audits in an effort to overcome the current financial management issues. An external audit is

designed to test and opine on the reported financial statements of an organization while an internal audit is designed to test operational functions and internal business controls.

In closing, I want you to know that you and 3ABN are in my thoughts and prayers. I truly believe that the ministry of 3ABN can be a strong tool used by the Lord to bring the gospel to all far reaching corners of our condemned world. However, I am very disappointed with the current state of affairs and some of the 3ABN decisions that have been made public. Based on the concerns I have outlined herein, I believe I am entitled to request that my \$25,000 cash donation be returned to me (a copy of my receipt is enclosed). I was impressed to send it to 3ABN as a small contribution to furthering the Lord's work but I am now not at all certain it was used to that end. I would also like to be reimbursed for the \$100 I was asked to pay to Bea Johnston for utilities while I was volunteering at 3ABN. I will look for my check within 14 days of your receipt of this letter. When management is willing to implement the obviously necessary changes in the internal business control environment at 3ABN, I hope you will feel free to contact me if I can be of any assistance. Until then, best wishes to you Larry. I truly enjoyed working with you.

Sincerely,

Lynette Rhodes, CPA, CFE
1325 W. Sunshine St. #128
Springfield, Missouri 65807

Cc: Walter Thompson, Chairman of the Board
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Danny Shelton, Director
Stan Smith, Director
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Wintley Phipps, Director
Jim Gilley, Director
Larry Romrell, Director

EX0390

Ex. Y

From: Linda Shelton
Sent: Sunday, April 09, 2006 11:28 PM
To:
Subject: Fw:

Ex. O [
(Y-MM)

----- Original Message -----

From: [Danny Shelton](#)
To: [linda shelton](#)
Sent: Thursday, April 07, 2005 3:14 PM

Ms. Shelton

I tried to call you to explain the horse deductions. I just remembered that Lewis just gave us a donation of \$20,000 last year. It did not mention horses. That is much better than all the other rig a ma role.

I have no idea if that's even close to spelling that word, but it seemed to fit.

So, I have left a message that he has not returned yet. Hopefully, you will just get a tax donation report from his ministry showing that you gave \$20,000 to his ministry. That's the way he chose to do it.

I should get one too. I guess he's counting it the same as a cash donation.

Happy Dan

ps. I think he's willing to give us a \$10,000 donation for 2005 (\$5,000 @), if we donate our black 3 yr. old stud. I can't really use him to breed any more of our horses or they will all be the same blood line.

If this is ok with you please let me know in writing and I'll try to make it happen. He's hurt his foot really bad by kicking in his stall. I hope it heals ok.

Danny Shelton
[danshelton@](#)
Why Wait? Move to EarthLink.

EX0391

Ex. Z

From: Linda Shelton
Sent: Sunday, April 09, 2006 11:29 PM
To:
Subject: Fw:

----- Original Message -----

From: [Danny Shelton](#)
To: [linda shelton](#)
Sent: Monday, April 11, 2005 4:23 PM

LS

Steven Lewis says he is overnighting me two cash donation receipts. One for you for \$20,000 and one for me for \$20,000. I'll overnight it to you if you want or you can give it to your accountant when you want.

If you want me to overnight it to you, then please let me know.

DS

This is a great blessing to us for him to consider this a cash donation.

Danny Shelton
[danshelton@](#)
Why Wait? Move to EarthLink.

EX0392

Ex. AA

From: Linda Shelton
Sent: Sunday, April 09, 2006 11:31 PM
To:
Subject: Fw:

----- Original Message -----

From: [Danny Shelton](#)
To: [linda shelton](#)
Sent: Wednesday, April 13, 2005 7:34 AM
Subject: RE:

Linda, can we talk about why you don't want a cash receipt. It's nothing that we are doing wrong. If I understand it, he has the option of writing the receipt the way that's best for him. It's definately better for us, or at least quicker and easier for us to get a cash receipt. An appraisal can take time and cost money. We also have no guarantee what they will appraise for. I'm willing to do what you want, but it could take from a couple of weeks to a couple of months to try to get an appraisal.

I'd like to call you in a few minutes and talk about it. OK?

Dan

----- Original Message -----

From: [Linda Shelton](#)
To: [Danny Shelton](#)
Sent: 4/13/2005 7:22:12 AM
Subject:

I do not want the \$20,000 cash receipt. I think if we gave horses, we need to claim that we gave horses and give the appraisals and proper documentation.

LS

EX0393

Ex. BB

Subject: Fw: Property Division 7-5-04
From: "Linda Shelton"
Date: Sun, 5 Sep 2004 07:41:17 -0500
To:

----- Original Message -----

From: Danny Shelton
To: Linda Shelton
Sent: Wednesday, July 07, 2004 8:57 AM
Subject: Property Division 7-5-04

Property Division/ Settlement
7-5-04

Liabilities	
4 Credit cards totaling	\$38,000
Linda's Toyota	22,500
Dan's Dodge truck	14,000
Pacific Press	22,000

total liabilities	\$96,500

According to Illinois law these liabilities are to be divided between the two parties equally. \$96,500 divided by two = \$48,250 each.

Assets	
1948 Willy's jeepster	\$ 8,500
Martin guitar	9,000
6x4 John Deer Gator	5,000
Horse trailer	2,000
1994 John boat (no motor)	500

	\$25,000

other assets
14 horses guestimated worth \$ 28,000

Both Dan and Linda receive royalties from music and or book sales.

This agreement states that Danny will be responsible for paying the credit cards of Bank One and Citi Bank (the one in his name), and will pay \$5,000 each on Linda's Citibank and Her Discover Cards. For a total credit card payment of approx. \$38,000.

Danny will pay at least \$150 a month on Linda's Discover card and \$150 per month on her Citi credit until the total amount is paid of \$10,000.

Danny will also pay off the Pacific Press account of approx. \$22,000

In return for paying off the credit cards and Pacific Press Danny will retain sole ownership of the 1948 Jeepster valued at approx. \$8,500

EX0394

He will also retain sole ownership of the Martin guitar valued at approx. \$9,000.
He will also own the horse trailer valued at Appr. \$2,000

The 6x4 John Deere Gator is valued at \$5,000. Linda has purchased Danny \$2,500 interest giving her sole ownership of the Gator.

Linda will be responsible for paying off her 2003 Toyota Sequoia of approx. \$22,500

And Danny will pay of his 2002 Dodge truck of approx. 14,000

The horses will be divided 50/50 when sold.

All other assets are to be divided by verbal agreement between Dan and Linda.
Assets like all knick knacks, tools, books, Russian Dolls.

If settlement can't be reached all items will be appraised and sold with all monies being divided equally.

Under this agreement Danny agrees to pay Liabilities of \$74,000
And will keep the 1948 Jeepster and the Martin guitar, horse trailer, John boat, and other smaller items as divided by Danny and Linda.

Linda will pay her Toyota vehicle of approx. \$22,500

Both parties give up any portion of unpaid Royalties, past or future, music or books, from the other party.
In other words each party receives 100 % of their own royalties and 0% of the others.

If this agreement is acceptable, both Dan and Linda, will acknowledge by signature below

Danny Shelton

Linda Shelton

Danny agrees to this final settlement. If Linda is not agreeable to these terms, then everything, assets and liabilities, will be divided equally as stated by Illinois law.

Danny has given her his Jacuzzi that he purchased with the house and household items to fill an 18 ft. trailer plus her car many times.

He has also given her a piano worth approx. \$3,000 that is jointly owned by Dan and Linda. It is believed that 3ABN may own one half interest in the piano but Dan will approach the board if necessary to give the other one half interest to Linda.

Both agree that there are no other hidden or unclaimed assets or liabilities by either party to be claimed at a later date.

See page 3 for list of horses and approx. value.

	Approx. value
Zans Genuine Gold, a 2 yr. old filly by Genuine Doc.	\$5,000
A 2004 baby stud colt by Genuin Doc.	\$5,000
Zans Light Reiner a quarter horse	\$2,500
Sand Chica Ton, Apha	\$2,000
Spookes Black Star	\$1,500
Q Tons black Spook	\$1,500
Drum N Up Black Stud	\$2,000
Drum N Up Sand Filly	\$1,500
Zans Drummer Girl, 3 year old filly	\$1,200
Paid By Chica Ton 2 yr old by Paid by Chick	\$3,000
Spookies Black Beauty 2 yr. old Filly	\$1,500
TR Black Chica Ton yearling stud colt	\$1,000
Spookies Colormaker yearling filly	\$1,000
2004 black white baby	\$1,500
2004 buckskin baby	\$ 500
	\$30,700 Total

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT

FRANKLIN COUNTY, ILLINOIS

FILED

JUL 18 2006

Tom Swartz
FRANKLIN COUNTY
CIRCUIT CLERK

IN RE: THE MARRIAGE OF)
LINDA SUE SHELTON,)
Petitioner,)
vs.)
DANNY LEE SHELTON,)
Respondent.)

No. 05-D-30

FINANCIAL AFFIDAVIT

Pre-Judgment Post-Judgment

I. INTRODUCTION

I, Danny L. Shelton, on oath state that my present age is 55, and that:

(b) (POST-JUDGMENT ONLY): The marriage of the parties was dissolved on June 25, 2004.

II. PARTIES AND CHILDREN

HUSBAND

WIFE

Name: Danny L. Shelton

Name: _____

Address: [REDACTED]

Address: _____

Soc. Sec. #: xxx-xx-9955

Soc. Sec. #: _____

Date of Birth: [REDACTED]/51 Age: 55

Date of Birth: _____ Age: _____

Employer: Three Angels Broadcasting

Employer: _____

Occupation: Television

Occupation: _____

CHILDREN

NAME	Date of Birth	Age	With Whom Residing
N/A			
_____	_____	_____	_____
_____	_____	_____	_____

IMPORTANT - Attach most recent of last three months' pay stubs showing your year-to-date earnings and deductions. Also attach all pages & W-2 Forms of your last filed Federal and State Income Tax Returns. For those individuals who receive any income from self-employment sources, attach Federal and State Income Tax Returns for the last two years and supporting documentation for year-to-date earnings.

III. STATEMENT OF INCOME

HUSBAND

WIFE

GROSS MONTHLY INCOME from:
Salary, wages, commissions, bonuses,
allowances & overtime (NOTE: To
arrive at gross monthly income multiply
weekly gross by 52 and divide by 12, or
multiply bi-weekly income by 26 and
divide by 12)

\$5,991.00 \$ _____

III. STATEMENT OF INCOME (CONT.)

Pension or retirement	\$ _____	\$ _____
Social Security benefits	\$ _____	\$ _____
Disability or unemployment benefits	\$ _____	\$ _____
Public aid (ADC-Welfare)	\$ _____	\$ _____
Child support from prior marriage (alimony)	\$ _____	\$ _____
Rents	\$ _____	\$ _____
Other Income (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL GROSS MONTHLY INCOME	\$5,991.00	\$ _____

DEDUCTIONS:

Federal income tax withheld	\$1,035.00	\$ _____
State income tax withheld	\$175.00	\$ _____
Social Security and Medicare withheld	\$458.00	\$ _____
Medical or other health-related insurance	\$ _____	\$ _____
Union dues/mandatory retirement contributions	\$ _____	\$ _____
Dependent and individual health/hospital insurance premiums	\$ _____	\$ _____
Prior Court ordered support and/or maintenance, actually paid pursuant to a Court Order	\$ _____	\$ _____
Other deductions permitted by 750 ILCS §505(a)(3)(h) – (specify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL NET MONTHLY INCOME	\$4,323.00	\$ _____

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

TRANSPORTATION:

Truck payment		\$463.00
Repair & maintenance		\$25.00
Gas & oil		\$150.00
Insurance		\$100.00
License and registration		\$8.00
Bus fare/parking		\$ _____
Other (specify):		\$ _____
		\$ _____
		\$ _____
	SUBTOTAL	<u>\$746.00</u>

MISCELLANEOUS:

	<u>CHILD</u>	<u>YOURS</u>
Child care/babysitter		\$ _____
School & school supplies	\$ _____	\$ _____
Church/charitable contributions		\$500.00
Newspapers, magazines & books		\$ _____
Barber/beauty shop	\$ _____	\$ _____
Life insurance premiums		\$ _____
Disability insurance premiums		\$ _____
Professional dues		\$ _____
Voluntary retirement contributions		\$ _____
Allowance (children's)	\$ _____	
Recreation/entertainment	\$ _____	\$ _____
Family pets (horses and dogs)		\$612.47
Family gifts		\$200.00
Toiletries	\$ _____	\$ _____
	SUBTOTAL	<u>\$1,312.47</u>

VI. ASSETS (CONT.)

HOUSEHOLD GOODS, APPLIANCES AND ALL OTHER PROPERTY NOT PREVIOUSLY LISTED:

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>PRESENT VALUE</u>	<u>HOW TITLE HELD</u>
Marital property Denny received:			
Bowflex exercise machine			
Stove			
2 Refrigerators			
Dishwasher			
2 Freezers			
Master bedroom set			
Downstairs bedroom set			
Old outside lawn furniture			
10 Horses + 2 horses sold	West Frankfort, IL	\$17,750.00 (\$4,500.00)	
1 Martin guitar	Same	\$9,000.00	
1 Dog	Same	\$600.00	


VII. DEBTS (Designate each non-marital debt as "NM")

<u>NAME OF CREDITOR</u>	<u>PURPOSE</u>	<u>BALANCE</u>	<u>MONTHLY PAYMENT</u>
Merlin Fharli	Mortgage loan	\$200,000.00	ann. interest
Citizen's Bank	Truck loan	~ \$10,000.00	\$463.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

DATED: 7/13, 2006.



Danny L. Shelton



An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

Home Page
Tommy Shelton
Danny Shelton
ASI
Smokescreen
Abuse of Power
Ethical
Allegations
Financial
Allegations
Book Deals
Emails
Financial Aff.

Danny Shelton's Book Deals

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"Probably Several Hundred Thousand Dollars"

In the early days of the present 3ABN crisis, a former 3ABNer commented on 3ABN president Danny Shelton's book deals and their significance:

----- Original Message -----

From: *****

To: G. Arthur Joy

Subject: RE: MAP

Date: Tue, 19 Sep 2006 17:02:39 -0700

Hello Gailon,

...

I have wondered about the numbers. When I spoke with Danny about a month or so ago, he insisted that numbers were up by a couple of million. But when I spoke with a board member he indicated that the finances were not doing well, in part relating to a tremendous amount of money 3ABN put into the "Ten Commandments Twice Removed Book" which was distributed by the millions during the spring. I am quite certain that Danny received royalties on this, probably to the tune of several hundred thousand dollars, although he is refusing to disclose the amount to his own board members. This is a gross conflict of interest and also an improper personal inurement that could cause the ministry to lose its tax exempt status if it came to light. ...

...

Form 990's

Correspondence
Untruths
Alleged Illegal
Activities
Mene, Mene,
Tekel, Parsin

Danny's Apologists
Leonard Westphal
Litigation, etc.
Letters of Support
Letters of Criticism
News Releases
Contact Us

Added on 5/9/2007
Anonymous #2

Added on 5/8/2007
Merger ?'s
Lisa M #3
Reactions #3
(Updated)

Added on 5/4/2007
Alfred Smith

Added on 5/3/2007
Lawsuit Filed!!!

Added on 4/27/2007
Mene, Mene,
Tekel, Parsin

Added on 4/26/2007
The Corrupt
Mary Penny #2
"Not a Victim"
SH

Added on 4/25/2007
Resignation
(Updated)
PJMUSIC
Pastor Doug
Constituency

Must Read:
Mom in Pain #1

Danny Appears to Confirm the Problem

One concerned individual, after [hearing](#) that Danny was not disclosing these profits in order to avoid having to share them with his ex-wife in their marital property settlement, [wrote](#) to him directly. Danny [made it quite clear](#) that he was indeed keeping these profits a secret during the marital property distribution proceedings. But why would he do that, unless he really had made a hefty profit?

The July 13, 2006, Financial Affidavit

The accounting of 3ABN appears to be off limits to nearly everyone. That is unfortunate, for it makes it extremely difficult to demonstrate that various allegations of financial improprieties are simply untrue. Yet the [Financial Affidavit](#) is one piece of financial information that is fairly accessible, having been filed at the Franklin County Circuit Court in July 2006. What follows are questions raised by that affidavit.

Not Much Money in the Bank?

Danny lists only two bank accounts in the [affidavit](#), one containing \$1,500 and the other containing \$1,000. Since around 4.5 million copies of his book, *Ten Commandments Twice Removed*, were distributed in the spring of 2006, and since [Danny's personal responses](#) suggest that he did make a lot of money on those sales, why does he list only \$2,500 in those two bank accounts?

On the Other Hand ...

The amount declared in the [affidavit](#) for charitable contributions, \$500, suggests that there couldn't have been any royalty payments at all. The declared gross monthly income is \$5,991, and the charitable contributions are but 8.35% of this total.

After subtracting the taxes that got withheld, but before figuring in what the tax refund might be, the declared net monthly income is \$4,323. Thus the charitable contributions would amount to 11.57% of this figure. Given the Seventh-day Adventist teaching on tithes and offerings, it seems impossible that \$500 in contributions could represent tithe and offerings on both Danny's salary from 3ABN and hundreds of thousands of dollars of alleged profits from book deals.

The declared gross monthly income figure of \$5,991 should be about right, since that would amount to \$71,892 for the year, which is comparable to the annual salary of \$70,944 reported for Danny on [3ABN's 2005 Form 990](#). (See Statement 9 on page 4 of the "Supplemental Information" attached to the Form 990.)

3ABN Area: Low Housing Costs

Since we are talking about the [financial affidavit](#), we'll add this one item that doesn't pertain to royalties. Based on the [affidavit](#), it would appear that right around 3ABN is an excellent place to find low-cost housing. Consider that Danny has declared that his residence is worth only \$275,000. Just how much can one get for that sum? Our understanding is that his home has the following features:

- 4 bedrooms.
- 4 full baths.
- 1 half bath.
- 5000+ sq. ft.
- 2-car garage.
- Wrap-around porch.
- 18½ acres.
- Large pond.
- Large horse barn.
- Paved driveway.
- Swimming pool.

For comparison, consider the higher-priced area of West Frankfort, not very far away at all. (Actually, it's so close that Danny's mailing address is West Frankfort too.) There we have a home being offered for sale in March 2007 for \$204,300, a listing with an MLS ID of 257978. Located at 18297 Lone Oak Terrace in the Forrest Ridge subdivision, you just can't get as much for your money as you can next to 3ABN:

Description

Wooded-Cul-De-Sac-Over an Acre Beautiful wooded lot in a country subdivision is the location for this lovely, well maintained home featuring a great room well arranged to entertain a large group or a cozy family evening, large arched windows, crown molding, well designed kitchen with all appliances, dining room, master bedroom suite, with jet tub and separate shower in master bath.

Features

3 beds
2 baths
2358 Sq. Ft.
1.18 Acres

Lot Features

Lot Dimensions (203x210x235x28)
Lot Topography (Wooded-Gently Rolling)
Road Type (County)
Sewer Utilities (Aerator)
View (Wooded)
Water Utilities (City)

Building Features

EX0404

Cooling System (Central)
First Floor Sq Ft (2,358)
Gross Living Area Sq Ft (2,358)
Heating System (Geo Thermal Electric)

Interior Features

Bedroom 2 Dim (12x11.5)
Bedroom 3 Dim (12.5x11.2)
Dining Room Dim (12.5x12)
Great Room Dim (35x19.5)
Kitchen Dim (11.4x14.2)

Appliances

Dishwasher
Disposal
Microwave
Range/Oven
Refrigerator

Exterior Features

Parking (2 car attached)

(Found on DonnaPrattHomes.com on March 21, 2007)

On Second Thought ...

On second thought, is it at all possible that this [financial affidavit](#) does not reflect reality, that Danny's house is worth much more than \$275,000, that he does have a lot more than \$2,500 in two bank accounts, that he is trying to hide his book deal profits and his assets lest he have to fork over more to the lady he divorced and called an adulteress when he had [no proof to that effect](#)? Then that would help make more sense out of comments by folks who live around Thompsonville and West Frankfort who think Danny is quite wealthy, perhaps even a millionaire.

And should DLS Publishing, Inc., Danny Lee Shelton's publishing company, be listed somewhere on the affidavit? Or is it not considered an asset?

EX0405

CYBERDRIVEILLINOIS
 JESSE WHITE
 SECRETARY OF STATE

SERVICES PROGRAMS PRESS PUBLICATIONS DEPARTMENTS CONTACT

CORPORATION FILE DETAIL REPORT

Entity Name	DLS PUBLISHING, INC.	File Number	63911682
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11/30/2004	State	ILLINOIS
Agent Name	DANNY L SHELTON	Agent Change Date	11/30/2004
Agent Street Address	2954 NEW LAKE RD	President Name & Address	DANNY L SHELTON 2954 NEW LAKE RD W FRANKFORT 62896
Agent City	WEST FRANKFORT	Secretary Name & Address	NONE
Agent Zip	62896	Duration Date	PERPETUAL
Annual Report Filing Date	11/03/2006	For Year	2006

[Return to the Search Screen](#) **Purchase Certificate of Good Standing**
(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

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Save3ABN.com
 Not © 2007

182551

***"Truth invites examination & needs no defense.
 Lies hide in darkness & blame everyone else."***

EX0406

Ex. 00

From: **Walt Thompson**

Date: Jun 20, 2007

Subject: Re: 3abn

To:

Thanks ***** for your reply. Please permit me to respond to each of the issues.

False allegations. Danny is accused of dumping Linda for a younger woman. This is totally false. Danny's wife and partner in ministry was stolen from him. There is abundant evidence and credible witnesses to confirm the truth of this statement. There are accusations that 3abn has mismanaged its finances and used them for personal gain. This too is completely false. We have an excellent financial officer, and have one of the most noteworthy auditing firms of the state auditing our records annually. If you have received your information from the postings on the Internet, nearly everything there is false, twisted, edited to say other than intended, or one sided and unproven allegations. I could itemize many of these, but suspect this is sufficient to demonstrate my point.

Yes, I mean the General Conference. Elder Paulsen told me that the leadership of the GC had decided to take a "neutral" position regarding 3abn until we have resolved the our problems. When I asked for a hearing by our board by GC leadership, I was told that if the GC heard us, they would also have to hear the opposition. While I have no trouble with this, he said that the church has no mechanism for accomplishing such a thing. We would have to find another way to do it. That was after ASI had already tried, but had failed because Linda and her spokesmen were unwilling to abide by the procedures established by the ASI people trying to give a fair hearing.

Yes, the Internet and the words of the General Conference reaches to the far reaches of the church around the world. Just yesterday I received word from the Netherlands as another example confirming my statement. An ASI engagement overseas was canceled before that. we hear similar problems from many places.

3ABN does not have anything to hide. The problem is, everything we have said either privately by e mail or publicly in an attempt to explain our position has been posted on the world wide web, often with editing to alter the intent, denials of our facts, etc., with the result of projecting a very distorted picture of the facts. When in fact ASI tried to do their work, they too were unable to do so for the same reasons.

This law suit has not been forever sealed as you suggest. It was filed to prove our case that we have nothing to hide, but that proof can never be determined if the process is not permitted to do its work. When the work has been done, and all have had opportunity to be heard by a non biased court, you can be sure the world will know all they want to know. (Note: I am not sure whether the testimonies in court will be open to the public or not.)

I hope this is helpful to you in trying to decide regarding your continues support of the ministry. I hope further that the quite obvious continuing blessings of God on this ministry will also be reassuring to you.

Sincerely in Jesus' precious name,

Walter Thompson MD
Chairman, 3abn board

EX0407

6/23/2008 8:59 AM

1 is excused.

2 THE WITNESS: Thank you.

3 ADMINISTRATIVE LAW JUDGE: Next?

4 MR. MILLER: We have Mr. Alan Lovejoy we'd
5 like to call to the witness stand.

6 (The Witness was sworn
7 by the ALJ.)

8 ALAN LOVEJOY

9 called as a witness herein, at the instance of the
10 Applicant, having been first duly sworn on his oath,
11 was examined and testified as follows:

12 ADMINISTRATIVE LAW JUDGE: Mr. Lovejoy, please
13 have a seat.

14 MR. MILLER: Welcome to the courtroom and
15 we're happy you are here with us.

16 DIRECT EXAMINATION

17 BY MR. MILLER:

18 Q. Mr. Lovejoy, can you please state your full
19 name and address for the record?

20 A. My name is Brian Alan Lovejoy. My address is
21 [REDACTED] Illinois.

22 Q. Can you give us your educational background,
23 Mr. Lovejoy?

24 A. I received a Bachelor of Science Degree in

1 Accounting from Southern Illinois University in
2 December of 1983. I received my CPA certificate in
3 February of 1985.

4 Q. And what have you done since that time?
5 What jobs have you held?

6 A. I started with the accounting firm of Gray,
7 Hunter & Stenn in 1984. I've been with them ever
8 since. On January 1 of 1999 I was promoted to
9 partner.

10 Q. And what kinds of activities or work
11 experience have you done with your firm?

12 A. I've worked on many different types of
13 audits. I've worked on several nonprofit audits dating
14 back to the midnineteen eighties.

15 Q. And have you had any seminars or continuing
16 education regarding not-for-profit institutions?

17 A. Yes. In May of this year I had a 12 hour
18 course on nonprofit audits. I also had another one the
19 prior fall, and I had another one the prior June I
20 believe.

21 Q. And are you familiar with the operating
22 requirements for not-for-profit status under both
23 federal and Illinois laws and guidelines?

24 A. Yes.

1 Q. And do you audit not-for-profit institutions
2 on a regular basis?

3 A. I do.

4 Q. Here in the State of Illinois?

5 A. Yes.

6 Q. And have you audited the Three Angels
7 organization that we are dealing with in this
8 proceeding?

9 A. I have audited them for the past five years
10 or so.

11 MR. MILLER: I'd like to proffer Mr. Lovejoy
12 both as a fact witness who has firsthand knowledge of
13 Three ABN's operations and as a professional expert
14 witness who can give professional opinions regarding
15 not-for-profit issues as a certified public accountant
16 in the State of Illinois.

17 MS. RHOADES: And we would object with respect
18 to the expert witness or opinion witness standard. I
19 believe the Department of Revenue rules specifically
20 require that they follow Supreme Court Rules with
21 respect to disclosure. They cannot produce that those
22 were disclosed.

23 As a matter of fact, during the course of his
24 deposition he was asked that question, or if he was

1 asked if he was to present any opinion or expert
2 testimony and he was advised he was not.

3 MR. MILLER: I think the questions he were
4 asked were a fair bit narrower than that, Your Honor.
5 But the only opinions I will be asking him are opinions
6 about the operations of Three ABN underneath and
7 relating to the standards for not-for-profit
8 organizations in Illinois.

9 So I'm not -- I'm not asking him to be an
10 expert witness who is unfamiliar with the facts of this
11 case and he's coming as an outside expert with the
12 rules that allow him to make opinions based purely on
13 the examination of the records after the fact.

14 MS. RHOADES: With respect to his disclosure,
15 here's what we've been disclosed. He will testify
16 concerning the financial affairs of the organization
17 and as to the substantial burden on Applicant's
18 religious activities in the event the tax exemption is
19 denied.

20 He will further testify that the corporation
21 has issued no capital stock, nor shareholders, that
22 funds are derived from charity and held in trust for
23 purposes expressed in the organization's corporate
24 charter, that charity is disbursed for such purpose,

1 and that there is no personal inurement. They did not
2 disclose him for these purposes.

3 Also, we specifically asked in interrogatory
4 to them, to disclose any and all expert opinion
5 witnesses and the answer that we got provided to us is,
6 we don't have any at this time, and we have never had
7 that supplemented to us.

8 MR. MILLER: All I'm asking, Your Honor, is
9 that in doing the audit relating to these issues of
10 personal inurement and other issues, in producing the
11 audit opinion he provides his expert opinion regarding
12 whether Three ABN is meeting these standards or not,
13 and I want him to be able to present those to the
14 court.

15 They in fact are contained at least in part
16 in the audited statement that you have in front of you,
17 and will relate to the issues that were in fact
18 disclosed in the witness statement.

19 MS. RHOADES: I would refer Your Honor to 86
20 Illinois Administrative Code Section 200.125, which
21 governs discovery, and in particular that rule's
22 subpart G says: An expert or opinion witness when
23 requested by interrogatory served, all parties are
24 under the duty to disclose the identity of opinion

1 witness as that term is defined by Supreme Court Rules,
2 and further disclose the subject matter of any intended
3 testimony of such witness.

4 MR. MILLER: Well, I think we have --

5 MS. RHOADES: The Department's own rules.

6 MR. MILLER: I mean, the subject matter was
7 discussed, and I'm happy to limit his opinions to
8 those -- to those issues.

9 ADMINISTRATIVE LAW JUDGE: I don't think he --
10 what I'm hearing from counsel for the Applicant is that
11 he's not tendering him as a quote, expert witness. All
12 he's doing is tendering him on his opinion that is
13 included in this exhibit as to whether the Applicant
14 adheres to what are, and this is something -- let's go
15 off the record for a second.

16 (Discussion off the record.)

17 ADMINISTRATIVE LAW JUDGE: Going back on the
18 record. Regarding the testimony of this witness, it's
19 going to be regarding the financial statements that he
20 did audit and the opinion expressed in there, and in
21 that regard, I'm going to go ahead and allow the
22 testimony.

23 However, I agree with counsel for the
24 Intervenor that he has not been tendered as a quote,

1 expert witness, and should not be answering questions
2 in that regard.

3 MR. MILLER: Someone to talk about the
4 professional opinions he's rendered in this -- for this
5 entity.

6 ADMINISTRATIVE LAW JUDGE: That's correct.

7 MR. MILLER: Mr. Lovejoy, are you familiar --
8 did you audit the organization Three Angels
9 Broadcasting in the year 2000?

10 THE WITNESS: Yes, I did.

11 Q. And did you do the same for the year 2001?

12 A. Yes.

13 Q. And what -- what do you do? What did you do
14 in auditing the Three Angels?

15 What process do you go through?

16 A. We go through a process of, first, we plan
17 the audit and then we go in and we do a field work,
18 which consists generally of examining various documents
19 to support their assets and liabilities on their
20 balance sheet, as well as their revenues and expenses
21 on their income statement.

22 Q. Do you go and look at any of the physical
23 assets themselves?

24 A. Yes.

1 Q. And did you do so in the case of Three
2 Angels?

3 A. Yes.

4 Q. What kind of assets did you review?

5 A. We look at their fixed assets, as far as
6 their buildings and structures. We confirm other
7 assets, such as investments, cash held in bank. We
8 look at annuity documents, trust documents on hand.

9 Q. And undertaking this activity do you -- do
10 you look out for items in their operations that may be
11 inconsistent with their tax exempt not-for-profit
12 status?

13 A. Yes.

14 Q. And in 2000 did you find any such items in
15 your examination?

16 A. No, I did not.

17 Q. In reviewing the financial figures in
18 documents, did you come to an understanding or an
19 opinion regarding -- have you come to an understanding
20 or opinion regarding whether or not Three Angels made a
21 profit from its sales activities during the year 2000?

22 A. They did not.

23 Q. And the same question as to the year 2001.
24 In reviewing these documents and doing your audit did

1 you arrive at an opinion about whether Three Angels
2 made a profit in the year 2001 from its sales
3 activities?

4 A. No, they did not.

5 Q. And what were those -- what are your opinions
6 based on?

7 A. I actually did an analysis of their revenues
8 received from sales of items, and I also offset
9 directly related expenses against those items, and the
10 bottom line was that they had a loss in both years.

11 MS. RHOADES: I'm going to object to the
12 testimony of this witness. He's not referring to the
13 audit. My understanding is that he was to confine his
14 to the opinions of what were contained in the audit.
15 He has gone far beyond the auditing analysis and is
16 testifying as an expert witness. That's what his
17 testimony just was.

18 MR. MILLER: I just asked him if his opinion
19 was based on what was done in the audit and the
20 financials and I believe that he indicated that it was,
21 and that based on that he had arrived at these
22 conclusions. It's opinion testimony.

23 MS. RHOADES: Can we have the -- can we have
24 the court reporter read that back, because I believe it

1 was allocating expenses.

2 (Whereupon the requested
3 portion of the record was read
4 back by the Reporter.)

5 MS. RHOADES: Judge, we just went through with
6 Mr. Ewing with respect to this very same issue, and
7 it's not any different with respect to this witness,
8 and to the extent they're tendering it for that purpose
9 is way beyond the audit. The audit does not specify
10 and break it down as to direct expenses that are
11 related to a specific line item.

12 With respect to 2001, we did not even, we got
13 that as a late disclosure for the purposes of this
14 hearing, and did not have an opportunity to inquire as
15 to that even, so now he's expressing opinions that
16 weren't even disclosed to us.

17 MR. MILLER: These are fact testimony. This
18 is based on materials that he's gathered during his
19 review of Three ABN. I mean, if all I could ask him
20 were things that he would, that actually were in this
21 document, then I would just submit this document to the
22 court.

23 I'm asking him within the perimeters of this
24 document for questions that have now become relevant

1 during this hearing, what these facts mean, and he's
2 testifying to that. I don't believe it's an -- it's
3 not an expert opinion. It's an -- it's based on a
4 factual review.

5 MS. RHOADES: And, again, I would refer the
6 Judge to my statement as to what was disclosed to us.
7 None of that was disclosed to us.

8 ADMINISTRATIVE LAW JUDGE: I think I'm going
9 to sustain the objection and let's just move on. I
10 think the document speaks for itself as far as
11 different categories, and I think common sense can
12 attribute certain of these areas to other areas of
13 expenditure to areas of income.

14 MR. MILLER: Have you attempted to breakdown,
15 based on the figures in the financial statements and in
16 doing your audit, in your -- strike that.

17 What are work papers?

18 THE WITNESS: That's the evidence of our
19 audit.

20 Q. And what do they consist of?

21 A. They consist of all of our documentation that
22 we've examined.

23 Q. And did you create work papers in this, in
24 this case?

1 A. Yes.

2 Q. In the audit of Three ABN in 2000 and 2001?

3 A. Yes.

4 Q. And did the other side ask you for those work
5 papers?

6 A. No.

7 Q. Based on the auditor's financials and the
8 work papers, have you been able to assess whether or
9 not Three Angels made a profit during the year 2000?

10 A. I have been able to make that.

11 MS. RHOADES: Objection. That's been asked and
12 answered.

13 MR. MILLER: Okay. Have you been able to
14 summarize?

15 MS. RHOADES: He asked if they made a profit.

16 MR. MILLER: Have you been able to summarize?

17 ADMINISTRATIVE LAW JUDGE: I think that was
18 what you objected to before though, and I think he's
19 asked it in a different manner, and I don't -- I don't
20 think the answer was accepted previously, so I --

21 MR. MILLER: Have you been able to summarize
22 those findings in any convenient way?

23 THE WITNESS: Yes.

24 Q. We have an exhibit.

1 Who created this document, Mr. Lovejoy?

2 A. I did.

3 Q. And what did you -- where did you get the
4 figures that are in here?

5 A. From the audit work papers and the audit
6 reports.

7 Q. And what do these figures show?

8 MS. RHOADES: Objection, foundation. We don't
9 know when it was created.

10 MR. MILLER: He testified that he created it.

11 MS. RHOADES: He testified he created it, but
12 he didn't say when it was created.

13 MR. MILLER: When was it created?

14 THE WITNESS: Yesterday.

15 MS. RHOADES: I'm sorry, Judge, I mean, I
16 object to any line of questioning on this document.
17 They created it yesterday. It's created after the
18 fact. It was created in anticipation of litigation.
19 Nothing else but that. It's hearsay.

20 MR. MILLER: Your Honor, it's a summary of
21 testimony. It summarizes underlying evidence and
22 information that would otherwise be admissible. I
23 don't sense that the court wants us to drag all the
24 financials records from Three Angels Broadcasting over

1 here and dump them before the court.

2 ADMINISTRATIVE LAW JUDGE: I appreciate that.

3 MR. MILLER: Mr. Lovejoy is an outside
4 independent professional who has gone through those
5 records, and based on the financial, audited
6 financials, which the other side has received, and
7 based on the work papers which the other side didn't
8 ask for, he has created this summary.

9 If the court would like the underlying work
10 papers, I imagine certainly Three Angels would allow
11 them to come to the court, but I believe that summaries
12 of underlying evidence are certainly an appropriate way
13 of bringing evidence before the court.

14 MS. RHOADES: I'm going to renew my
15 objection. It's done in anticipation of litigation.
16 It's purely self-serving. There is no basis. There is
17 no foundation. It was not previously disclosed.

18 This witness was deposed on this very subject
19 and claimed that he had no knowledge of it, and now
20 today, on a day before trial, we have knowledge.

21 ADMINISTRATIVE LAW JUDGE: No. This is the
22 day of trial.

23 MS. RHOADES: The day of trial.

24 MR. MILLER: The second day of trial. It's

1 just a fact. It's just fact testimony that's come in a
2 summarized form. He could have been asked to produce
3 work papers, asked specific questions about his work
4 papers. This is not opinion. This is proof of his
5 factual investigation.

6 MS. RHOADES: Well, for example, he comes up
7 with 20 percent. Where does he come up with 20 percent
8 at? From information provided by Mr. Shelton. It's
9 not his own independent work.

10 MR. MILLER: Certainly the depreciation is his
11 own independent work, the 20 percent figure.

12 MS. RHOADES: So they didn't depreciate any of
13 their property in previous times when they filed tax
14 returns?

15 Well, bring in the tax returns, Mr. Miller.

16 MR. MILLER: I'm not sure I understand your
17 comment.

18 MS. RHOADES: Well, you got depreciation
19 here. They filed depreciation with respect to on their
20 tax returns.

21 MR. MILLER: Yes.

22 MS. RHOADES: I mean --

23 ADMINISTRATIVE LAW JUDGE: I guess I don't see
24 that this document in fact adds anything to this

1 hearing, and in fact it could be very detrimental
2 because it's a summary without the underlying
3 information. And I understand that they did not
4 request the work papers, however, I think this goes
5 beyond what the work papers. I think there is just too
6 much.

7 MR. MILLER: Well, perhaps -- oh, I see.

8 ADMINISTRATIVE LAW JUDGE: If you want to do
9 an offer of proof or something for this, that would be
10 fine, but I just have a problem with this particular
11 document.

12 MR. MILLER: Why don't I make an offer of
13 proof?

14 I'd like to make an offer of proof and do so
15 and the Illinois law seems clear on this, that I can do
16 that by asking the questions that I would ask and
17 then --

18 ADMINISTRATIVE LAW JUDGE: Having them
19 objected to and then --

20 MR. MILLER: No, no. The objection is at the
21 beginning and it's on the record. If you will just
22 allow me.

23 ADMINISTRATIVE LAW JUDGE: So you'd prefer to
24 do it that way rather than --

1 (At this time Offer of Proof
2 Number 2 was given and has
3 been removed from this
4 transcript at the request
5 of the ALJ.)

6 MR. MILLER: I just have a final question.

7 FURTHER DIRECT EXAMINATION

8 BY MR. MILLER:

9 Q. In doing the audit in 2000 and 2001 did
10 anything come to your attention in the operations or
11 finances of Three Angels Broadcasting that would be
12 inconsistent with its not-for-profit status under
13 Illinois law?

14 A. No, it did not.

15 ADMINISTRATIVE LAW JUDGE: Now, did you want
16 that included within the offer of proof or --

17 MR. MILLER: No, no, no.

18 MS. RHOADES: That was outside. I thought it
19 was.

20 ADMINISTRATIVE LAW JUDGE: I thought it was
21 too and that's why I want to make sure that is
22 separate.

23 MR. MILLER: It's outside.

24 ADMINISTRATIVE LAW JUDGE: And outside the

1 as well as downlink expense and broadcasting supplies.

2 Q. And where did you get the 20 percent figure
3 from?

4 A. It is my understanding from Danny and from
5 Larry Ewing that approximately 20 percent of their
6 programming results in these airtime sales.

7 Q. So that's the one figure that you would have
8 received from outside your work papers or the audit
9 report, is that right?

10 A. Correct.

11 Q. Okay. And what did it show the overall
12 profit or loss for the year 2000 as being?

13 A. It shows the overall loss to be almost
14 \$642,000.

15 MR. MILLER: Okay. That's a sufficient offer
16 of proof for this document.

17 MS. RHOADES: I would like to do some cross
18 examination if I may.

19 ADMINISTRATIVE LAW JUDGE: Yeah.

20 Do you want to do that now or have you
21 finished?

22 MR. MILLER: No. Let me finish my offer of
23 proof.

24 ADMINISTRATIVE LAW JUDGE: Let him finish.

1 MS. RHOADES: And I'll let you know.

2 MR. MILLER: I'll do this quickly. It's the
3 same --

4 ADMINISTRATIVE LAW JUDGE: Yeah. I think he
5 probably has both years.

6 MS. RHOADES: I mean, Judge, if I may, I think
7 it might be easier to do the cross after --

8 MR. MILLER: There is another one.

9 ADMINISTRATIVE LAW JUDGE: I believe that it's
10 the next year.

11 MR. MILLER: I'm just meaning the 2000/2001.

12 I've given you another document.

13 Do you recognize this document?

14 THE WITNESS: Yes.

15 Q. And what is this document?

16 Is this the same as the document I just
17 proffered you but for the year 2001?

18 A. It is the same as that document only for the
19 year 2001.

20 Q. And were the figures gained in the same way?

21 A. Yes, they were.

22 Q. And at the end, the bottom line, your review
23 of what happened in 2001 as far as a profit or loss
24 from sales?

1 A. It was a loss of \$3,979.82.

2 MR. MILLER: Okay. I'd make an offer of proof
3 with Applicant's Number 22, and I will -- that's the
4 end of my offer of proof.

5 ADMINISTRATIVE LAW JUDGE: All right.

6 MR. MILLER: And maybe we should allow the
7 cross examination.

8 ADMINISTRATIVE LAW JUDGE: I think the cross
9 now.

10 MS. RHOADES: I think it would be easier for
11 purposes of the record.

12 CROSS EXAMINATION

13 BY MS. RHOADES:

14 Q. With respect to Applicant's Exhibit Number
15 22, Mr. Lovejoy, you include expenses in there for
16 newsletters.

17 Why did you include the expense of
18 newsletters under video and other?

19 A. Okay. Video and other includes other items
20 like books and literature. These newsletters we
21 consider to be freebee giveaways, free giveaways. That
22 would be lumped in with this other miscellaneous sales.

23 Q. But it is not -- it is not something that,
24 for instance, Three Angels Broadcasting Network does

1 not charge anybody for their newsletters, correct?

2 A. Correct.

3 Q. You have other items in here that are
4 freebees or giveaways that are listed in here?

5 A. Well, let me put it this way. I could have
6 made another line with zero revenue and just have shown
7 this as a free, shown this as an expense also. It
8 would have the same result.

9 Q. Let me ask you this, why is it an expense
10 when it's a newsletter that they produce?

11 It doesn't directly relate to their -- to
12 their videos, CDs or cassette sales.

13 A. I believe it does, because it makes people
14 aware of those.

15 Q. So that's how you do it, is because they use
16 it as an advertising mechanism?

17 A. Well, it is a newsletter. It's a giveaway.
18 It also provides information about the organization.
19 It costs them money to do that. They could charge
20 people for that newsletter, but they don't.

21 Q. Now, you also include in there rental
22 expenses. Why do you include rental income?

23 Yeah. Are you talking about the properties
24 that they rent and somehow that's related to and get

1 profits off of, that that's somehow related to CDs,
2 video sales, or airtime sales or satellite sales?

3 A. To me these are four different categories.
4 They each stand on their own.

5 Q. Okay. Now, you have expenses related to, it
6 says analysis of sales, so rental income is sales?

7 Is that what you're testifying?

8 A. No, I'm not, but.

9 Q. Isn't that what your document is entitled?

10 A. That's what the document says, yes.

11 Q. Now, with regard to literature, you have
12 \$139,459.55 attributed as an expense, correct?

13 A. Uh-huh.

14 Q. To video and others, and, again, do you have
15 any records or any documents that would indicate that
16 that is directly related to that revenue generated item
17 of video, CDs, and cassettes?

18 A. Yes, because it includes book purchases and
19 books are included in this other.

20 Q. And how much, did you go back and
21 subsequently do an analysis with regard to the amounts
22 of books that were given away and done a cost analysis
23 with respect to that line item?

24 A. That would be ridiculous.

1 Q. Can I ask you this question?

2 Did you look at this in the year 2000, these
3 very issues?

4 A. I looked at --

5 Q. This document, did you do this analysis in
6 the year 2000 that it purports to be?

7 A. No.

8 MR. MILLER: Objection, asked and answered.

9 MS. RHOADES: You did not do it in 2000?

10 ADMINISTRATIVE LAW JUDGE: He answered.

11 MS. RHOADES: Okay. With respect to 2001, that
12 particular document, now, you again attribute
13 newsletters.

14 I would assume that that's the same responses
15 you gave for 2000?

16 THE WITNESS: Yes.

17 Q. And the same thing with regard to literature?

18 A. Yes.

19 Q. And that those items would in fact encompass
20 other information, other offers that are given that are
21 not revenue generated?

22 A. I believe they would, yes.

23 Q. Now, with respect to the 20 percent, you did
24 not do an analysis whether or not that 20 percent is in

THREE ANGELS BROADCASTING NETWORK, INC.

ANALYSIS OF SALES
FOR THE YEAR 2000

Ex. SS

	Airtime Sales	Satellite Sales	Video and Other	Rental Income	Total
Sales	603,842.23	2,665,397.84	146,300.30	31,347.49	3,446,887.86
Expenses					
Depreciation on buildings (53,390.82 X 20%)	(10,678.16)				(10,678.16)
Depreciation on downlinks (465,759.24 X 20%)	(93,151.84)				(93,151.84)
Depreciation on production equipment (483,474.54 X 20%)	(96,694.91)				(96,694.91)
Airtime expense (1,851,467.75 X 20%)	(370,293.55)				(370,293.55)
Downlink expense (878101.18 X 20%)	(175,620.24)				(175,620.24)
Supplies Broadcasting (398,275.86 X 20%)	(79,655.17)				(79,655.17)
Satellite purchases		(2,995,088.49)			(2,995,088.49)
Newsletter			(114,936.03)		(114,936.03)
Literature			(139,459.55)		(139,459.55)
Rental expenses				(13,295.49)	(13,295.49)
	(222,251.64)	(329,690.65)	(108,095.28)	18,052.00	(641,985.57)

EXHIBIT
APPLICANTS
22

EX0431 001531

THREE ANGELS BROADCASTING NETWORK, INC.

ANALYSIS OF SALES
FOR THE YEAR 2001

Ex. TT

	Airtime Sales	Satellite Sales	Video and Other	Rental Income	Total
Sales	857,768.47	618,832.21	251,109.82	35,039.93	1,762,750.43
Expenses					
Depreciation on building (65,506.74 X 20%)	(13,101.35)				(13,101.35)
Depreciation on downlinks (497,594.59 X 20%)	(99,518.92)				(99,518.92)
Depreciation on production equipment (503,594.59 X 20%)	(100,718.92)				(100,718.92)
Airtime expense (2,139,050.5 X 20%)	(427,810.10)				(427,810.10)
Downlink expense (841,049.96 X 20%)	(168,209.99)				(168,209.99)
Supplies Broadcasting (209,142.00 X 20%)	(41,828.40)				(41,828.40)
Satellite purchases		(460,500.32)			(460,500.32)
Wages (825,160.07 X 20%)	(165,032.01)				(165,032.01)
Newsletter			(173,655.01)		(173,655.01)
Literature			(105,779.46)		(105,779.46)
Rental expenses				(10,575.77)	(10,575.77)
	(158,451.22)	158,331.89	(28,324.65)	24,464.16	(3,979.82)

Depr allocated 1,066,695.92
Total depr 1,594,085.78

EXHIBIT
APPLICANT'S
23

001532
EX0432

Ex. FFF

N Number	Departure	Destination	Departure Time (GMT)	Arrival Time (GMT)	Time Elapsed
N651EJ	MWA (Marion, IL)	ICT (Wichita)	04/15/04 01:12 PM	04/15/04 02:33 PM	1h 21m
N651EJ	ICT (Wichita)	MWA (Marion, IL)	04/15/04 11:30 PM	04/16/04 12:30 AM	1h 0m
N651EJ	MWA (Marion, IL)	MSN (Madison, WI)	03/15/07 02:17 PM	03/15/07 03:17 PM	1h 0m
N651EJ	MSN (Madison, WI)	STP (St. Paul)	03/15/07 03:29 PM	03/15/07 04:18 PM	49m
N651EJ	STP (St. Paul)	MSN (Madison, WI)	03/15/07 07:54 PM	03/15/07 08:36 PM	42m
N651EJ	MSN (Madison, WI)	MWA (Marion, IL)	03/15/07 08:52 PM	03/15/07 09:55 PM	1h 3m
N651EJ	MWA (Marion, IL)	STP (St. Paul)	04/29/07 12:39 PM	04/29/07 02:16 PM	2h 37m
N651EJ	STP (St. Paul)	MWA (Marion, IL)	04/29/07 02:38 PM	04/29/07 03:48 PM	1h 10m
N651EJ	MWA (Marion, IL)	STP (St. Paul)	05/01/07 02:29 PM	05/01/07 03:50 PM	1h 21m
N651EJ	STP (St. Paul)	MWA (Marion, IL)	05/01/07 08:44 PM	05/01/07 09:59 PM	1h 15m
N651EJ	MWA (Marion, IL)	STP (St. Paul)	05/09/07 08:33 PM	05/09/07 09:55 PM	1h 22m
N651EJ	STP (St. Paul)	BAF (Westfield/Springfield, MA)	05/09/07 10:26 PM	05/10/07 12:41 AM	2h 15m
N651EJ	BAF (Westfield/Springfield, MA)	ORH (Worcester, MA)	05/10/07 04:45 PM	05/10/07 04:55 PM	10m
N651EJ	ORH (Worcester, MA)	STP (St. Paul)	05/10/07 09:01 PM	05/10/07 11:34 PM	3h 33m
N651EJ	STP (St. Paul)	MWA (Marion, IL)	05/11/07 12:02 AM	05/11/07 01:14 AM	1h 12m

Ex. GGG

----- Original Message -----

From: Danny Shelton

To: Linda Shelton

Sent: Tuesday, August 24, 2004 8:19 AM

Linda Sue,

The bible says if we deny truth the Lord will send us a strong delusion and we will believe a lie. It sure seems you are heading that way.

I can't tell you how ridicules your last email to me proclaiming your innocence.

All the lies you told, in itself, shows you are not innocentl.

Deceiving me about a vacation to Florida. I found out from you, not Brenda, that you had planned on deceiving me about this trip.

When I found out you were going and could hardly believe you were capable of something like this, I was shocked. I knew if this relationship with this man was innocent you wouldn't have lied to me. When I later confronted you, and asked you why you planned a vacation with him to stay in his condo, with or without Brenda, you finally answered and said, "OK, yes I was going to do this. I had a blast in Norway with him and just wanted to have some fun in Florida with him and Brenda without you along.

Linda, I documented all these conversations so that they couldn't be changed later on. This whole trip was a lie. There is nothing innocent when a wife wants to go on vacation with another man without her husband.

when did all this happen? Was this April, May, June? No, this was planned in February. Linda this kind of action from a wife and 3ABN Vice President is wrong.

The deceit of buying a new cell phone and buying prepaid phone cards, was not about Nathan. Yes, things became tougher for you at home, because you continued this relationship with this man against all counsel.

You told me yourself while we were in bed one night that maybe I was right as you did seem to be addicted to this man's calls. You told me he was like your mister wonderful doll that for hours of conversations, he always said the right thing.

You have to understand that while you might convince some people that you just went to him for counsel because I was becoming so irate at home, the truth is I was becoming more and more upset because you wouldn't stop this relationship with this man no matter who told you to stop.

Remember, the Nazarene counselors to you that you have no right to tell this man bad things about me and our marriage because this was spiritual adultery. You agreed and said you could see that this was wrong.

On the flight home April 15, you promised not to talk to him again for two weeks, all the while planning on calling him the next day to tell him everything that went on. I have the phone records to prove it.

The next day you stayed home instead of going to Murphysboro Tn. and you promised me that you would not talk to him, even if he called. Later when you got caught from phone records you had no choice but to admit that you not only took his call, but that you had emailed him and asked him to call you.

Linda someday you will have to admit that you have been addicted for a long time. All the lies and cover ups that I saw and caught you in had nothing to do with Brenda Walsh. It has to do with you not willing to take the higher road and do the right thing because this man fed you with all the words that your emotions needed to hear.

If you had been innocent, you wouldn't have lied over and over about this relationship with this man.

That's why I know down deep that you know you are wrong and that's why you wake up with nightmares. It is your ego that keeps you from coming clean.

You referred to the time I hugged you after Dr. Thompson's call and told you that you had no idea of what was coming. The reason I could see this is because I knew that you had decided to be in this

relationship with this man at all costs, therefore I could see what would happen down the road. I even told you many times that it was no different than a parent telling their teen age kid that if he doesn't change his course of action that he is headed for trouble. Everyone but him sees the dead end. This was exactly what all counselors tried to tell you all along, but your desire for what this man had to offer you overrode you desire for truth.

Linda, alcoholics never can be helped until they admit they are alcoholics. When you finally admit that this relationship is still wrong with this man and you cut it off, you will be amazed at how fast the Lord reconciles you to even a higher calling of ministry than you have ever had before.

Love is forever!

Danny

I would give anything in the world to be there for you as I have the last twenty two years, but when this man became your burden bearer as you announced to the world on a Presents program, you took my armor away from me and gave it to him rendering me helpless.

Linda you forget I talked to him as far back as March 9 and he turned on you and blamed you and said you were confiding in him my faults and he said that if I supported your music more and supported Nathan more and didn't travel so much ect, ect, that you wouldn't have to come to him.

You see Linda, your stories timelines don't add up. You claim that finally in May and June that you really went to him because I had been irate. According to him you had allowed him to become your burden bearer even before I knew there was a war to fight. He set you up. Everyone can see it except you. All Christian counselors will tell you this relationship has been wrong from the moment that you began to let him husband you which apparently even began before you actually went to Norway the first of Feb. Please give it up! Put your concerns about your reputation aside long enough to ask God to give you a spirit of repentance. He will restore you. You won't have to worry about your reputation, The Lord will restore it for you, but you have to come clean.

I'll always love you!

Ex. III

Subject: Re: 3abn
From: "Walt Thompson"
Date: Mon, 6 Aug 2007
To:

Dear ****,

I do not know the answer to your question. I understand that it is all the same suit, and handled as such. To my knowledge, there has been no talk of a separate fund for Danny's defense.

Walter Thompson MD

----- Original Message -----

From:
To: [Walt Thompson](#)
Sent: Sunday, August 05, 2007
Subject: Re: 3abn

Dear Walt Thompson,

If you could answer another question : If Danny is named in the suit as president, why does it not name him as president? Why does it name him "individually"? I am trying to follow your reasoning and cannot figure this one out. I assumed that there would be a need for two different funds to cover the law suit since it looks Danny is named as an individual. You might want to check on that before you tell anyone else there is no need for a separate fund raising.

On 8/5/07, **Walt Thompson** < > wrote:

Thanks **** for your understanding reply. The law suit is just one, but Danny is names as president of the ministry.

Your love and prayers are appreciated.

God be with you and yours.

Walt
Walter Thompson MD

----- Original Message -----

From:
To: [Walt Thompson](#)
Sent: Saturday, August 04, 2007
Subject: Re: 3abn

Dear Walt Thompson,

Thank you for your time in answering my questions. I am glad that the donations for the law suit will

EX0436

7/2/2008 7:24 PM

be tax deductible. Will the donations for Danny Shelton also be deductible? Are there two different funds set up?

Have a wonderful rest of the weekend.

On 8/1/07, **Walt Thompson** < > wrote:

Dear ****,

When 3abn first began broadcasting many years ago, we were told by the General Conference that we could not claim to be affiliated with the Church. As I understand it, this was primarily to protect the church from taking responsibility for 3abn if anything should go wrong. 3abn is not owned by the SDA church and is not financed by the SDA Church - or any other. Yet, 3abn teaches and preaches the judgment hour message of the Three Angels along with the Church. We are a supporting ministry of the Church. We are not a church, and we are not a denomination. We are a private, 501c3 corporation preparing the world for the return of our Lord.

For further information regarding the impoundment, you will need to contact our attorneys. All I know is that we were concerned that the suit be given opportunity to be tried in the court, not on the Internet.

I have no further comments regarding Tommy. I fail to understand how giving Tommy employment may have endangered other victims any more than refusing him employment.

As far as I know, contributions for legal defense are tax deductible by a 501c3 corporation.

I trust this is helpful to you ****. Because we are in litigation, I am limited in what I may say.

God bless you and yours,

Walt
Walter Thompson MD

|