

No. 09-2615

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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212-4	12/18/09	Ex. C: Pucci's resume, used with defendants' motion to compel plaintiffs' counsel to return MidCountry's records to the court EX 839
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214-6	12/24/09	Ex. E: Fall 2004 <i>Short Circuit</i> article (p. 2) EX 841
214-7	12/24/09	Ex. F: Providence Journal article on Urciuoli investigation (pp. 1-8) EX 842
214-8	12/24/09	Ex. G: Excerpt of <i>Congressional Record</i> , June 1, 2004 (p. 2) EX 850
		DVD EX 851
	04/28/09	Ex. H for Doc. 171: Shelton's May 23, 2003, phone messages, plaintiffs' Rule 26(a)(1) materials and non-confidential responses to Pickle's requests to produce
	05/20/09	Ex. I for Doc. 178: Original and recreated, missing <i>3ABN World</i> issues

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

SEARCH

Home Page
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:
Morn 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

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

SEARCH

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

< Prev.

**Danny Shelton's
July 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 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

Janny's Apologists
Leonard Westphal
Litigation, etc.
Letters of Support
Jews Releases
Contact Us

Added on 4/4/2007
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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 Sumaki
FRANKLIN COUNTY
CIRCUIT CLERK

FINANCIAL AFFIDAVIT

Pre-Judgment Post-Judgment

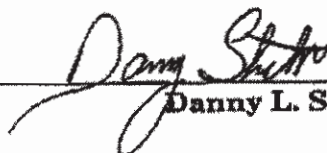
I. INTRODUCTION

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.

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**

SEARCH

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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 significance:

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----- 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. ...

...

n 4/4/2007
i 990's

n 4/1/2007
iture

i 3/28/2007
ie Board
Action

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?

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Deals
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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

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i 3/17/2007
imits: No
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Not Much Money in the Bank?

i 3/16/2007
ncy Test

i 3/15/2007

Brandy
ed You?
Read:
n Pain #1

Danny lists only two bank accounts in the affidavit, one containing \$1,500 and the other containing \$1,000. Since around 2006, copies of his book, *Ten Commandments Twice Removed*, were distributed in the spring of 2006, and since Danny's personal income tax returns for 2006 show 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 tithe 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 "Financial 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 he has a home 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 listing 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:

<p>Description</p> <p>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. 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.</p> <p style="text-align: center;">Features</p> <p style="text-align: center;">3 beds</p>
--

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 v millionaire.



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

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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

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

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.

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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!"

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 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

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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.

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

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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JESSIE E. BRILL, JR. JAMES H. BRILL GERALD S. DUFFY WOODRIF FOSTER, JR. THOMAS H. GOODWIN JOHN B. WATSON WM. CHRISTOPHER DWELL ANTHONY J. GAFFNEY SHEAR L. ROSE FREDERICK L. LINDSEY BRIANNE WESSELAG STEVEN J. WENTRAIT M. GREGORY EMBISON JAMES A. YANCOCH	MICHAEL J. VIELA JERRIE M. HAYES MARK THELCOFF KRISTINA KRAGSDEUR
---	--

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

January 30, 2007

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 Sterling, MA 01564

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and CERTIFIED / RETURN RECEIPT U.S. MAIL

and

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 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,

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 moniker "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.

January 29, 2007
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.

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 perjured 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

[Next >](#)

Save3ABN.com
Not © 2007

182532

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

EX 018

<http://www.save3abn.com/danny-shelton-corruption-litigation-gerald-du...>

5/9/2007 3:41 PM



**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.

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

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

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

FRANKLIN COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF)
)
LINDA SUE SHELTON,)
)
)
Petitioner,)
)
vs.)
)
DANNY LEE SHELTON,)
)
)
Respondent.)

FILED

JUL 13 2006

[Signature]
FRANKLIN COUNTY
CIRCUIT CLERK

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.

[-2-]

II. PARTIES AND CHILDREN

HUSBAND

WIFE

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

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	\$ _____	<u>\$1,312.47</u>

[-7-]

IV. ESTIMATED MONTHLY EXPENSES (CONT.)

<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

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
FRANKLIN COUNTY, ILLINOIS

FILED
JUL 13 2006
[Signature]
FRANKLIN COUNTY
CIRCUIT CLERK

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.

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: 1/1/51 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

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	

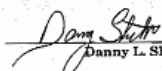
VII. DEBTS (Designate each non-marital debt as "NM")

<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
Not © 2007

158571

***"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

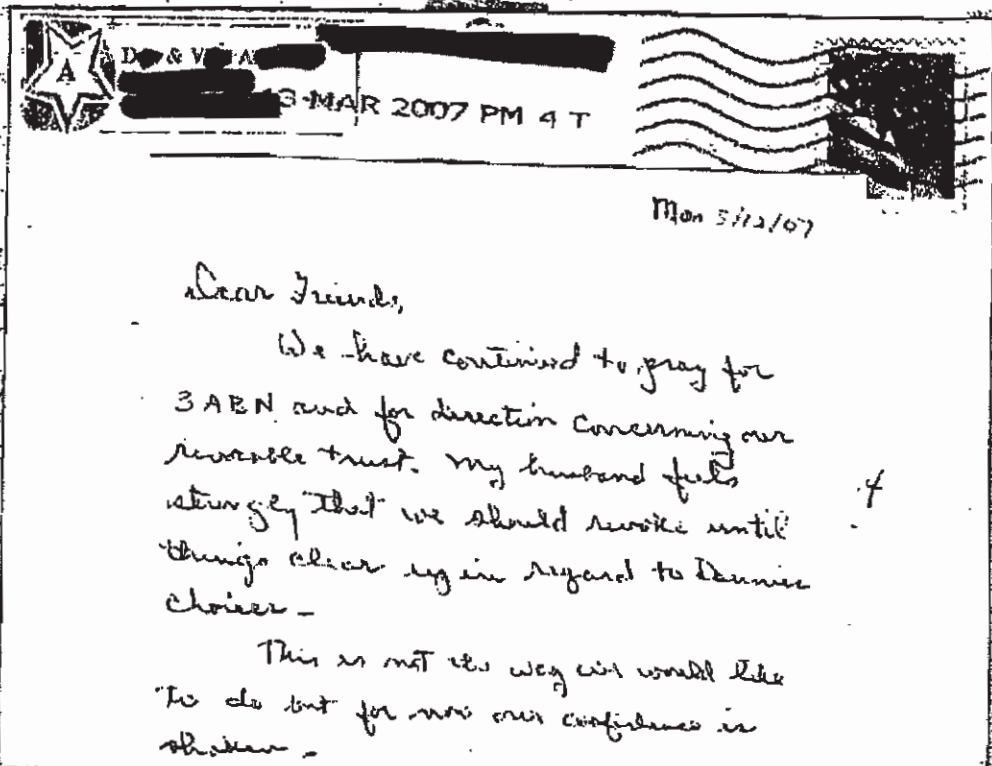
While Seventh-day Adventists as well as those of other faiths may provide content for this website, this website is not in any way sponsored or endorsed by the Seventh-day Adventist Church. Neither is it sponsored, endorsed, or affiliated with 3ABN. 3ABN's official website may be reached by going to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

[Redacted signature]

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

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

RECEIVED
 3/12/07

[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:

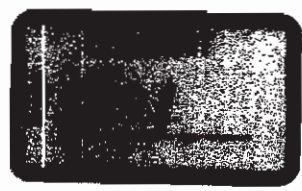
--- Original Message ---

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.

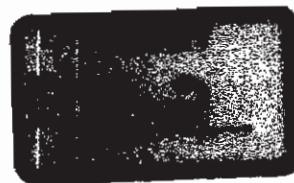
WebMaster

 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,


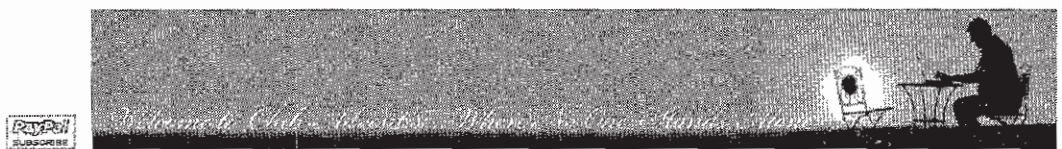
5/3/2007

EX 044



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.
 Google's cache is the snapshot that we took of the page as we crawled the web.
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 To link to or bookmark this page, use the following url:
<http://www.google.com/search?q=cache:rjK6UxajX3UJ:clubadventist.com/forum/ubbthreads.php?ubb=showflat&Number%3D122416+%22Donor-funds+and+lawsuits%22&hl=en&cc=nl&cad>
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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 Do I understand that correct?

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

Offline

[Top](#)

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

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

Online

[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](#)

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

Live Chat Room - - open 24/7

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Discounted Food

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

[Gifts for Dad & Grand](#)
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[Free Returns](#)
[Free Shipping](#)
[Free Shipping](#)

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Google

[Web](#) [clubadventist.com](#)

Shout Box

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).

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

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

Andrews University 100 Old U.S. 31 Berrien Springs, MI 49104 (269) 471-7771	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 Welch 11264 Route 37 Marion, IL 62959 (618) 997-6192	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 Ewing 3ABN P.O. Box 220 West Frankfort, IL 62896 (618) 627-4651	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.
Mollie Steenson 3ABN P.O. Box 220 West Frankfort, IL 62896 (618) 627-4651	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.
Leonard Westphal 3ABN Stewardship and Trust Services P.O. Box 7148 Loma Linda, CA 92354	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.
Gailon A. Joy P.O. Box 1425 Sterling, MA 01564 (978) 422-3464 (508) 414-3267	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.
Robert Pickle 1354 County Road 21 Halstad, Minnesota 56548 (218) 456-2568	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.
Gregory Matthews	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

	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)
Jerry 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.

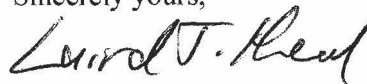
I also note that I am listed as a Plaintiffs' Witness. This is totally inappropriate and unacceptable. There should be no further need to discuss this issue. If you do not remove this listing, I will brief the matter and you can respond in kind.

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

EX 054

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.

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

EX 057

Inspecting and copying auto-discovery
out by the court.

2 of 2

Thanks so much.

Bob Pickle

12/2/2007 6:36 PM

EX 058

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.

EX 059

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

12/2/2007 6:39 PM

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

Ex. H

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

**SIEGEL BRILL
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& 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, appearing to read "Terrie M. Hayes". The signature is written in a cursive, flowing style with a large initial "T" and "H".

Terrie M. Hayes

JMH/cg

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

Subpoena (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: 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)	DATE
<i>Sherry Jones</i>	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

SAO88 (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: 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.

α D

*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: 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 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 E

Form 12.06 (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

Form **990**
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax
 Under section 501(c) of the Internal Revenue Code (except black lung benefit trust or private foundation) or section 4947(a)(1) nonexempt charitable trust

1998 Ex.
 This Form is Open to Public Inspection **A**

Note: The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 1998 calendar year, OR tax year period beginning , 1998, and ending , 19

- B** Check if:
- Change of address
 - Initial return
 - Final return
 - Amended return (required also for state reporting)

C Name of organization
THREE ANGELS BROADCASTING NETWORK INC
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
PO BOX 220
 City or town, state or country, and ZIP+4
WEST FRANKFORT, IL 62896

D Employer identification number
371179056
E Telephone number
01-8618774
F Check if exemption application is pending

G Type of organization— Exempt under section 501(c)() (insert number) OR section 4947(a)(1) nonexempt charitable trust
 Note: Section 501(c)(3) exempt organizations and 4947(a)(1) nonexempt charitable trusts MUST attach a completed Schedule A (Form 990).

H(a) Is this a group return filed for affiliates? Yes No
I If either box in H is checked "Yes," enter four-digit group exemption number (GEN) _____
(b) If "Yes," enter the number of affiliates for which this return is filed: _____
J Accounting method: Cash Accrual
(c) Is this a separate return filed by an organization covered by a group ruling? Yes No
 Other (specify) _____

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if it received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

Note: Form 990-EZ may be used by organizations with gross receipts less than \$100,000 and total assets less than \$250,000 at end of year.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See Specific Instructions on page 13.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:			
	a Direct public support	1a	7,557,624	
	b Indirect public support	1b		
	c Government contributions (grants)	1c		
	d Total (add lines 1a through 1c) (attach schedule of contributors) (cash \$ 7,460,075 noncash \$ 97,549)	1d		7,557,624
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2		519,542
	3 Membership dues and assessments	3		
	4 Interest on savings and temporary cash investments	4		48,715
	5 Dividends and interest from securities	5		
	6a Gross rents	6a	17,055	
	b Less: rental expenses	6b	7,846	
	6c Net rental income or (loss) (subtract line 6b from line 6a)	6c		9,209
7 Other investment income (describe _____)	7			
	8a Gross amount from sale of assets other than inventory	(A) Securities	(B) Other	
	b Less: cost or other basis and sales expenses	8a	258,740	
	c Gain or (loss) (attach schedule)	8b	101,012	
	d Net gain or (loss) (combine line 8c, columns (A) and (B))	8c	157,728	
8d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d		157,728	
	9 Special events and activities (attach schedule)			
	a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a		
	b Less: direct expenses other than fundraising expenses	9b		
9c Net income or (loss) from special events (subtract line 9b from line 9a)	9c			
	10a Gross sales of inventory, less returns and allowances	10a	796,218	
	b Less: cost of goods sold	10b	712,201	
	10c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c		84,017
11 Other revenue (from Part VII, line 103)	11		200,230	
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12		8,577,065	
Expenses	13 Program services (from line 44, column (B))	13		3,496,958
	14 Management and general (from line 44, column (C))	14		3,263,010
	15 Fundraising (from line 44, column (D))	15		
	16 Payments to affiliates (attach schedule)	16		
	17 Total expenses (add lines 13 and 14, column (A))	17		6,759,968
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 12)	18		1,817,097
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19		
	20 Other changes in net assets or fund balances (attach explanation)	20		
	21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21		951,1199

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c) of the Internal Revenue Code (except black lung benefit trust or private foundation) or section 4947(a)(1) nonexempt charitable trust

1999

This Form Is Open to Public Inspection

Department of the Treasury Internal Revenue Service

Note: The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 1999 calendar year, OR tax year period beginning **1999**, and ending

B Check if:

Change of address

Initial return

Final return

Amended return (required also for state reporting)

Employer identification number **37-1179056**

Telephone number **618-627-4651**

F Check if exemption application is pending

G Type of organization — Exempt under section 501(c) (**3**) (insert number) OR section 4947(a)(1) nonexempt charitable trust

Note: Section 501(c)(3) exempt organizations and 4947(a)(1) nonexempt charitable trusts MUST attach a completed Schedule A (Form 990).

H(a) Is this a group return filed for affiliates? Yes No

I If either box in H is checked "Yes," enter four-digit group exemption number (GEN) _____

(b) If "Yes," enter the number of affiliates for which this return is filed: _____

J Accounting method: Cash Accrual

(c) Is this a separate return filed by an organization covered by a group ruling? Yes No

Other (specify) _____

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if it received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

Note: Form 990-EZ may be used by organizations with gross receipts less than \$100,000 and total assets less than \$250,000 at end of year.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See Specific Instructions on page 15.)

1 Contributions, gifts, grants, and similar amounts received:				
a Direct public support	1a	9,999,808		
b Indirect public support	1b			
c Government contributions (grants)	1c			
d Total (add lines 1a through 1c) (attach schedule of contributors) (cash \$ _____ noncash \$ _____)	1d	9,999,808.00		
2 Program service revenue including government fees and contracts (from Part VII, line 93)	2	610,846.00		
3 Membership dues and assessments	3			
4 Interest on savings and temporary cash investments	4	59,911		
5 Dividends and interest from securities	5			
6a Gross rents	6a	17,831		
b Less: rental expenses	6b	6,955		
c Net rental income or (loss) (subtract line 6b from line 6a)	6c	10,876.00		
7 Other investment income (describe _____)	7			
8a Gross amount from sales of assets other than inventory	(A) Securities	(B) Other	8a	83,722
b Less: cost or other basis and sales expenses	8b	83,722		
c Gain or (loss) (attach schedule)	8c	0.00		
d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d	0.00		
9 Special events and activities (attach schedule)				
a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
b Less: direct expenses other than fundraising expenses	9b			
c Net income or (loss) from special events (subtract line 9b from line 9a)	9c			
10a Gross sales of inventory, less returns and allowances	10a	3,895,025		
b Less: cost of goods sold	10b	2,908,224		
c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c	986,801.00		
11 Other revenue (from Part VII, line 103)	11	149,689.00		
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12	11,817,931.00		
13 Program services (from line 44, column (B))	13	5,855,854.00		
14 Management and general (from line 44, column (C))	14	2,964,104.00		
15 Fundraising (from line 44, column (D))	15			
16 Payments to affiliates (attach schedule)	16			
17 Total expenses (add lines 16 and 44; column (A))	17	8,819,958.00		
18 Excess or (deficit) for the year (subtract line 17 from line 12)	18	2,997,973.00		
19 Net assets or fund balances at beginning of year (from line 73, column (A))	19	9,561,198.00		
20 Other changes in net assets or fund balances (attach explanation)	20	(46,158)		
21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21	12,513,013.00		

RECEIVED AUG 18 2000 OGDEN, UT

OMB No. 1545-0047
Ex.
2000 C
 Open to Public Inspection

Form **990**
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c) of the Internal Revenue Code (except black lung benefit trust or private foundation), section 527 or section 4947(a)(1) nonexempt charitable trust

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2000 calendar year, or tax year period beginning _____, **2000, and ending** _____, **20**

Check if applicable: <input type="checkbox"/> Change of address <input type="checkbox"/> Change of name <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return	Please use IRS label or print or type. See Specific Instructions.	C THREE ANGELS BROADCASTING NETWORK INC P O BOX 220 WEST FRANKFORT, IL 62896	D Employer identification number 37-1179056
		E Telephone number 618-627-4651	
		F Check <input type="checkbox"/> if application pending	
		(blank)	

G Organization type (check only one) 501(c)(3) (insert no) 527 OR 4947(a)(1)

Note: H and I are not applicable to section 527 orgs.

H(a) Is this a group return filed for affiliates? Yes No

H(b) If "Yes," enter number of affiliates ▶ _____

H(c) Are all affiliates included? Yes No (if "No," attach a list. See instructions)

H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

I Enter 4-digit group exemption no. (GEN) ▶ _____

L Check this box if the organization is **not** required to attach Schedule B (Form 990 or 990-EZ)

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

Accounting method: Cash Accrual Other (specify) ▶ _____

Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. **Some states require a complete return.**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See Specific Instructions on page 16.)

1 Contributions, gifts, grants, and similar amounts received:				
a Direct public support	1a	10,891,966		
b Indirect public support	1b			
c Government contributions (grants)	1c			
d Total (add lines 1a through 1c) (cash \$ 10,820,669 noncash \$ 71,297)	1d			10,891,966
2 Program service revenue including government fees and contracts (from Part VII, line 93)	2			603,842
3 Membership dues and assessments	3			
4 Interest on savings and temporary cash investments	4			43,497
5 Dividends and interest from securities	5			
6a Gross rents	6a	31,347		
b Less: rental expenses	6b	13,295		
c Net rental income or (loss) (subtract line 6b from line 6a)	6c			18,052
7 Other investment income (describe _____)	7			
8a Gross amount from sales of assets other than inventory	(A) Securities	542,828	8a	(B) Other 12,000
b Less: cost or other basis and sales expenses		605,104	8b	11,038
c Gain or (loss) (attach schedule) STATEMENT 1		-62,276	8c	962
d Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	-61,314
9 Special events and activities (attach schedule)				
a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
b Less: direct expenses other than fundraising expenses	9b			
c Net income or (loss) from special events (subtract line 9b from line 9a)	9c			
10a Gross sales of inventory, less returns and allowances	10a	2,665,398		
b Less: cost of goods sold	10b	2,995,089		
c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			-329,691
11 Other revenue (from Part VII, line 103)	11			233,415
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12			11,399,767
13 Program services (from line 44, column (B))	13			6,141,844
14 Management and general (from line 44, column (C))	14			4,089,676
15 Fundraising (from line 44, column (D))	15			
16 Payments to affiliates (attach schedule)	16			
17 Total expenses (add lines 16 and 44, column (A))	17			10,231,520
18 Excess or (deficit) for the year (subtract line 17 from line 12)	18			1,168,247
19 Net assets or fund balances at beginning of year (from line 73, column (A))	19			12,513,013
20 Other changes in net assets or fund balances (attach explanation) SEE STATEMENT 2	20			44,366
21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21			13,725,626

EX 078

20

Ex. D

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545 0047

2001

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2001 calendar year, or tax year beginning 2001, and ending 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return
 Amended return
 Application pending

151011 *****AUTO**3-DIGIT 628
 THREE ANGELS BROADCASTING INC P 189 I
 PD BOX 220 B 273 S
 W FRANKFORT IL 62896-0220

D Employer identification number
37,1179056

E Telephone number
(618) 627-4651

F Accounting method Cash Accrual
 Other (specify) ▶

H and **I** are not applicable to section 527 organizations
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes" enter number of affiliates ▶
H(c) Are all affiliates included? Yes No
 (If "No" attach a list See instructions)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

I Enter 4 digit GEN ▶

J Organization type (check only one) ▶ 501(c) () ◀ (insert no) 4947(a)(1) or 527

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS but if the organization received a Form 990 Package in the mail it should file a return without financial data. Some states require a complete return.

L Gross receipts Add lines 6b, 8b, 9b, and 10b to line 12 ▶

M Check if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF)

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See Specific Instructions on page 16)

Revenue	1	Contributions, gifts, grants, and similar amounts received				
	a	Direct public support	1a	12,323,162		
	b	Indirect public support	1b			
	c	Government contributions (grants)	1c			
	d	Total (add lines 1a through 1c) (cash \$ <u>12,221,924</u> noncash \$ <u>101,238</u>)	1d		12,323,162	
	2	Program service revenue including government fees and contracts (from Part VII, line 93)	2		857,768	
	3	Membership dues and assessments	3			
	4	Interest on savings and temporary cash investments	4		38,397	
	5	Dividends and interest from securities	5			
	6a	Gross rents	6a	35,040		
	b	Less rental expenses	6b	10,576		
	c	Net rental income or (loss) (subtract line 6b from line 6a)	6c		24,464	
7	Other investment income (describe ▶)	7				
Revenue	8a	Gross amount from sales of assets other than inventory	(A) Securities	74,871	8a	
	b	Less cost or other basis and sales expenses		76,106	8b	
	c	Gain or (loss) (attach schedule)		-1,235	8c	
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	-1,235
Revenue	9	Special events and activities (attach schedule)				
	a	Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
	b	Less direct expenses other than fundraising expenses	9b			
	c	Net income or (loss) from special events (subtract line 9b from line 9a)			9c	
Revenue	10a	Gross sales of inventory less returns and allowances	10a	618,832		
	b	Less cost of goods sold	10b	460,500		
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)			10c	158,332
	11	Other revenue (from Part VII line 103)	11		49,493	
	12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12		13,450,381	
Expenses	13	Program services (from line 44 column (B))	13		7,452,987	
	14	Management and general (from line 44, column (C))	14		4,016,104	
	15	Fundraising (from line 44, column (D))	15			
	16	Payments to affiliates (attach schedule)	16			
	17	Total expenses (add lines 13 and 14, column (A))	17		11,469,091	
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)	18		1,981,290	
	19	Net assets or fund balances at beginning of year (from line 73, column (A))	19		13,725,626	
	20	Other changes in net assets or fund balances (attach explanation)	20		2,450,614	
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21		18,157,530	

RECEIVED
 OCT 31 2002
 OGDEN, UT

Ex. E

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545-0047

2002

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2002 calendar year, or tax year beginning January 1, 2002, and ending December 31, 2002

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return
 Amended return
 Application pending

C Name of organization: **Three Angels Broadcasting Network, Inc**
 Number and street (or P O box if mail is not delivered to street address) Room/suite: **P O Box 220**
 City or town state or country and ZIP + 4: **West Frankfort, IL 62890**

D Employer identification number: **37-1179056**

E Telephone number: **(618) 627-4651**

F Accounting method: Cash Accrual
 Other (specify) _____

G Web site: **3abn.org**

H and **I** are not applicable to section 527 organizations
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes" enter number of affiliates: _____
H(c) Are all affiliates included? Yes No (if "No," attach a list See instructions)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

J Organization type (check only one): 501(c) (3) (insert no) 4947(a)(1) or 527

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS but if the organization received a Form 990 Package in the mail it should file a return without financial data. Some states require a complete return.

L Gross receipts Add lines 6b, 8b, 9b, and 10b to line 12

M Check if the organization is not required to attach Sch B (Form 990 990-EZ or 990 PF)

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See page 17 of the instructions)

Revenue	1	Contributions, gifts, grants and similar amounts received					
	a	Direct public support	1a	14,057,326			
	b	Indirect public support	1b				
	c	Government contributions (grants)	1c				
	d	Total (add lines 1a through 1c) (cash \$ _____ noncash \$ _____)	1d			14,057,326	
	2	Program service revenue including government fees and contracts (from Part VII, line 93)	2			847,980	
	3	Membership dues and assessments	3				
	4	Interest on savings and temporary cash investments	4			26,591	
	5	Dividends and interest from securities	5				
	6a	Gross rents	6a	25,824			
	b	Less rental expenses	6b	9,415			
	c	Net rental income or (loss) (subtract line 6b from line 6a)	6c			16,409	
7	Other investment income (describe _____)	7					
Revenue	8a	Gross amount from sales of assets other than inventory	(A) Securities	38,761	8a	147,893	
	b	Less cost or other basis and sales expenses		40,250	8b	191,613	
	c	Gain or (loss) (attach schedule)		(1,489)	8c	(43,720)	
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	(45,209)	
Revenue	9	Special events and activities (attach schedule)					
	a	Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a				
	b	Less direct expenses other than fundraising expenses	9b				
c	Net income or (loss) from special events (subtract line 9b from line 9a)	9c					
Revenue	10a	Gross sales of inventory, less returns and allowances	10a	1,184,297			
	b	Less cost of goods sold	10b	687,151			
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			497,146	
Revenue	11	Other revenue (from Part VII, line 103)	11			(136,032)	
	12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12			15,264,211	
Expenses	13	Program services (from line 44, column (B))	13			7,349,763	
	14	Management and general (from line 44, column (C))	14			4,926,100	
	15	Fundraising (from line 44, column (D))	15				
	16	Payments to affiliates (attach schedule)	16				
	17	Total expenses (add lines 13 and 14, column (A))	17			12,275,863	
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)	18			2,988,348	
	19	Net assets or fund balances at beginning of year (from line 3, column (A))	19			18,157,530	
	20	Other changes in net assets or fund balances (attach explanation)	20			1,732,679	
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21			22,878,557	

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 OGDEN, UT

SCANNED JUL 11 2003

13

Ex. F

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545-0047

2003

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2003 calendar year, or tax year beginning 2003, and ending 20

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return
 Amended return
 Application pending

C Name of organization: **Three Angels Broadcasting Network, Inc.**
 Number and street (or P.O. box if mail is not delivered to street address): **P.O. Box 220**
 City or town, state or country, and ZIP + 4: **West Frankfort, IL 62896**

D Employer identification number: **37-1179056**

E Telephone number: **(618) 627-4651**

F Accounting method: Cash Accrual
 Other (specify) ▶

G Website: ▶ **3abn.org**

J Organization type (check only one) ▶ 501(c) (**3**) ◀ (insert no.) 4947(a)(1) or 527

K Check here ▶ if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS, but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

L Gross receipts. Add lines 6b, 8b, 9b, and 10b to line 12 ▶

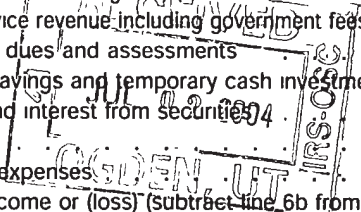
H and I are not applicable to section 527 organizations
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? Yes No (If "No," attach a list. See instructions.)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No
I Group Exemption Number ▶

M Check ▶ if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See page 18 of the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:				
	a Direct public support	1a	10,902,656		
	b Indirect public support	1b			
	c Government contributions (grants)	1c			
	d Total (add lines 1a through 1c) (cash \$ 10,593,517 noncash \$ 309,139)	1d			10,902,656
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2			882,654
	3 Membership dues and assessments	3			
	4 Interest on savings and temporary cash investments	4			28,155
	5 Dividends and interest from securities	5			
	6a Gross rents	6a	20,763		
	b Less: rental expenses	6b	7,259		
	c Net rental income or (loss) (subtract line 6b from line 6a)	6c			13,504
7 Other investment income (describe ▶)	7				
8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other		
		124,895	8a	24,000	
	b Less: cost or other basis and sales expenses	118,712	8b	26,155	
	c Gain or (loss) (attach schedule)	6,183	8c	(2,155)	
d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d			4,028	
9 Special events and activities (attach schedule). If any amount is from gaming, check here ▶ <input type="checkbox"/>	a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
	b Less: direct expenses other than fundraising expenses	9b			
	c Net income or (loss) from special events (subtract line 9b from line 9a)	9c			
10a Gross sales of inventory, less returns and allowances	10a	1,390,946			
	b Less: cost of goods sold	10b	1,041,702		
	c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			349,244
11 Other revenue (from Part VII, line 103)	11			(698,462)	
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12			11,481,779	
Expenses	13 Program services (from line 44, column (B))	13			8,623,961
	14 Management and general (from line 44, column (C))	14			4,937,968
	15 Fundraising (from line 44, column (D))	15			
	16 Payments to affiliates (attach schedule)	16			
	17 Total expenses (add lines 16 and 44, column (A))	17			13,561,929
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 12)	18			(2,080,150)
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19			22,878,557
	20 Other changes in net assets or fund balances (attach explanation)	20			
	21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21			20,798,407

FILMED JUL 14 2004



5-13 EX 081 23

Ex. G

Form **990**
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No. 1545-0047

2004

Open to Public Inspection

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2004 calendar year, or tax year beginning , 2004, and ending , 20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	Please use IRS label or print or type. See Specific Instructions.	C Name of organization Three Angels Broadcasting Network, Inc.		D Employer identification number 37 1179056
		Number and street (or P.O. box if mail is not delivered to street address) Room/suite P.O. Box 220		E Telephone number (618) 627-4651
		City or town, state or country, and ZIP + 4 West Frankfort, IL 62896		F Accounting method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) ▶

G Website: ▶

J Organization type (check only one) ▶ 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶

H and I are not applicable to section 527 organizations.
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? Yes No (If "No," attach a list. See instructions.)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No
I Group Exemption Number ▶
M Check if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See page 18 of the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:				
	a Direct public support	1a		13,581,898	
	b Indirect public support	1b			
	c Government contributions (grants)	1c			
	d Total (add lines 1a through 1c) (cash \$ 12,811,538 noncash \$ 770,360)	1d			13,581,898
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2			1,106,556
	3 Membership dues and assessments	3			
	4 Interest on savings and temporary cash investments	4			3,903
	5 Dividends and interest from securities	5			
	6a Gross rents	6a		33,173	
	b Less: rental expenses	6b		898	
	c Net rental income or (loss) (subtract line 6b from line 6a)	6c			32,275
7 Other investment income (describe ▶)	7				
Revenue	8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other	
			21,726	8a	893,177
		b Less: cost or other basis and sales expenses	21,747	8b	1,011,845
		c Gain or (loss) (attach schedule)	(21)	8c	(118,668)
		d Net gain or (loss) (combine line 8c, columns (A) and (B))		8d	(118,689)
Revenue	9 Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>	a Gross revenue (not including \$ of contributions reported on line 1a)	9a		
		b Less: expenses other than fundraising expenses	9b		
		c Net income or (loss) from special events (subtract line 9b from line 9a)	9c		
		10a Gross sales of inventory, less returns and allowances	10a		713,725
Revenue	b Less: cost of goods sold	10b		584,020	
		c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c		129,705
		11 Other revenue (from Part VII, line 103)	11		(760,511)
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12			13,975,137	
Expenses	13 Program services (from line 44, column (B))	13		9,881,759	
	14 Management and general (from line 44, column (C))	14		4,938,968	
	15 Fundraising (from line 44, column (D))	15			
	16 Payments to affiliates (attach schedule)	16			
	17 Total expenses (add lines 16 and 44, column (A))	17			14,820,727
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 12)	18		(845,590)	
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19			
	20 Other changes in net assets or fund balances (attach explanation)	20		20,798,407	
	21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21			19,952,817

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EX 082

17

Ex. H

Form **990**
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

The organization may have to use a copy of this return to satisfy state reporting requirements

OMB No 1545-0047
2005
 Open to Public Inspection

A For the 2005 calendar year, or tax year beginning , 2005, and ending , 20

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	Please use IRS label or print or type See Specific Instructions.	C Name of organization Three Angels Broadcasting Network, Inc.	D Employer identification number 37 1179056
		Number and street (or P O box if mail is not delivered to street address) Room/suite 3391 Charley Good Rd., PO Box 220	E Telephone number (618) 627-4651
		City or town, state or country, and ZIP + 4 West Frankfort, IL 62896	F Accounting method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) ▶

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations

H(a) Is this a group return for affiliates? Yes No

H(b) If "Yes," enter number of affiliates ▶

H(c) Are all affiliates included? Yes No (If "No," attach a list. See instructions.)

H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

I Group Exemption Number ▶

M Check if the organization is not required to attach Sch B (Form 990, 990-EZ, or 990-PF)

G Website: ▶ 3abn.org

J Organization type (check only one) ▶ 501(c) (3) ◀ (insert no) 4947(a)(1) or 527

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS, but if the organization chooses to file a return, be sure to file a complete return. Some states require a complete return.

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received.				
	a Direct public support	1a	14,060,275		
	b Indirect public support	1b			
	c Government contributions (grants)	1c			
	d Total (add lines 1a through 1c) (cash \$ 13,456,923 noncash \$ 603,352)	1d			14,060,275
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2			1,162,106
	3 Membership dues and assessments	3			
	4 Interest on savings and temporary cash investments	4			6,470
	5 Dividends and interest from securities	5			
	6a Gross rents	6a	44,801		
	b Less: rental expenses	6b	2,757		
	c Net rental income or (loss) (subtract line 6b from line 6a)	6c			42,044
7 Other investment income (describe ▶)	7				
Revenue	8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other	
		50,397	8a	11,471	
	b Less: cost or other basis and sales expenses.	51,725	8b	10,349	
		(1,328)	8c	1,122	
	d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d			(206)
	9 Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>				
	a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
	b Less: direct expenses other than fundraising expenses	9b			
c Net income or (loss) from special events (subtract line 9b from line 9a)	9c				
10a Gross sales of inventory, less returns and allowances	10a	864,361			
	b Less: cost of goods sold	10b	609,669		
	c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			254,692
11 Other revenue (from Part VII, line 103)	11			(568,784)	
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12			14,956,597	
Expenses	13 Program services (from line 44, column (B))	13			10,511,457
	14 Management and general (from line 44, column (C))	14			4,927,633
	15 Fundraising (from line 44, column (D))	15			
	16 Payments to affiliates (attach schedule)	16			
	17 Total expenses (add lines 16 and 44, column (A))	17			15,439,090
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 12)	18			482,493
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19			19,952,817
	20 Other changes in net assets or fund balances (attach explanation)	20			
	21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21			19,470,324



EX 083
 615-17

Ex.

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545-0047

2006

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2006 calendar year, or tax year beginning January 1, 2006, and ending December 31, 20 06

- B** Check if applicable:
 Address change
 Name change
 Initial return
 Final return
 Amended return
 Application pending

Please use IRS label or print or type. See Specific Instructions

C Name of organization
Three Angels Broadcasting Network, Inc.
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
3391 Charley Good Road, PO Box 220
 City or town, state or country, and ZIP + 4
West Frankfort, IL 62896

D Employer identification number
37 1179056
E Telephone number
 (**618**) **627-4651**
F Accounting method: Cash Accrual
 Other (specify) ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? Yes No
 (If "No," attach a list. See instructions.)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

G Website: ▶

J Organization type (check only one) ▶ 501(c) (**3**) ◀ (insert no.) 4947(a)(1) or 527

K Check here if the organization is not a 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return

I Group Exemption Number ▶

L Gross receipts Add lines 6b, 8b, 9b, and 10b to line 12 ▶

M Check if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:					
	a Contributions to donor advised funds	1a		15,075,120		
	b Direct public support (not included on line 1a)	1b				
	c Indirect public support (not included on line 1a)	1c				
	d Government contributions (grants) (not included on line 1a)	1d				
	e Total (add lines 1a through 1d) (cash \$ 14,693,743 noncash \$ 381,377)				1e	15,075,120
	2 Program service revenue including government fees and contracts (from Part VII, line 93)				2	1,431,652
	3 Membership dues and assessments				3	
	4 Interest on savings and temporary cash investments				4	10,333
	5 Dividends and interest from securities				5	
	6a Gross rents	6a		48,114		
	b Less: rental expenses	6b		9,379		
c Net rental income or (loss). Subtract line 6b from line 6a				6c	38,735	
7 Other investment income (describe ▶)				7		
8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other			
		182,262	8a	9,600		
	b Less: cost or other basis and sales expenses.	184,156	8b	632		
	c Gain or (loss) (attach schedule)	(1,894)	8c	8,968		
d Net gain or (loss). Combine line 8c, columns (A) and (B)				8d	7,074	
9 Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>	a Gross revenue (not including \$ _____ of contributions reported on line 1b)	9a				
	b Less: direct expenses other than fundraising expenses	9b				
	c Net income or (loss) from special events. Subtract line 9b from line 9a				9c	
10a Gross sales of inventory, less returns and allowances	10a		1,164,615			
	b Less: cost of goods sold	10b		1,001,811		
c Gross profit or (loss) from sales of inventory (attach schedule). Subtract line 10b from line 10a				10c	162,804	
11 Other revenue (from Part VII, line 103)				11	(123,436)	
12 Total revenue. Add lines 1e, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11				12	16,602,282	
Expenses	13 Program services (from line 44, column (B))			13	15,516,876	
	14 Management and general (from line 44, column (C))			14	4,081,422	
	15 Fundraising (from line 44, column (D))			15		
	16 Payments to affiliates (attach schedule)			16		
	17 Total expenses. Add lines 13 and 14, column (A)				17	19,598,298
Net Assets	18 Excess or (deficit) for the year. Subtract line 17 from line 12			18	(2,996,016)	
	19 Net assets or fund balances at beginning of year (from line 73, column (A))			19	19,470,324	
	20 Other changes in net assets or fund balances (attach explanation)			20	(238,158)	
	21 Net assets or fund balances at end of year. Combine lines 18, 19, and 20				21	16,236,150

SCANNED JUL 26 2007

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 JUN 27 2007
 OGDEN, UT
 IRS-OSC

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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

J [redacted] W [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
 Document No. 98-6767
 Filed for record
 OCT 02 1998
 at 1:20 o'clock PM
 Fee paid \$15.00
 Kay 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.

Three Angels Broadcasting Network, Inc.

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

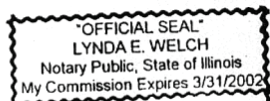
By: Linda S. Shelton
 Linda S. Shelton, Secretary

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.*
 Fee paid \$ *15.00*

Rae 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) *Linda Shelton* (SEAL)
 DANNY L. SHELTON 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

Document 1998-006768

Document Number: 1998-006768 Add Find View Image Create Stamp

Document Type: DEED - ALL DEEDS EXCEPT CEMETERY Delete Save All Print Image

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.
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

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.

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

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: walttmd@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

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

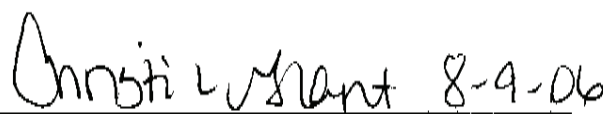
Ex. M

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



EX 094

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.

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 Hulsey 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
AUReporter

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:

[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.

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.

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

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.

Ex. Q

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MARK THIEROFF
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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

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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,

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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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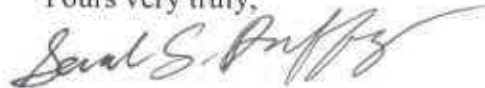
We also hereby demand that you immediately cease and desist from the publication of false statements concerning Danny Shelton and 3ABN and that you immediately remove such statements from the "www.save3abn.com" website. In the event that you receive any inquiries from any person or entity about the Statements, 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

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

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 this ...can 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 –expulsed 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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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

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.

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,

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*

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.

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 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 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

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

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.

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.

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

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

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,)	
)	
Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
Defendants.)	
)	

Case No.: 0:08-mc-7 RHK/AJB

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,

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

Checking accounts, pre & post conversion nos.:	Post Conv. #s	Pre Conv. #s	Open	Closed	months prior ^A	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 08/19/92	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	0131*	15**	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;
\$	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	

Paul

MidCountry Bank Confidential

2/4/2008

Page 2 of 2



www.MidCountryBank.com



MIDCOUNTRY BANK

Ex. E

February 12, 2008

Gailon Arthur Joy
Robert Pickle

[REDACTED]
Halstad, MN 56548

RE: Subpoena for:
Case N. 07-40098
Three Angels Broadcasting and Danny Shelton

Dear Sirs,

MidCountry Bank charges the following fees for research and copies:

Photo Copies	\$ 0.25 / page
Research	\$30.00 / hour
Archived Copies* (* documents prior to May 2005)	\$ 5.00 / statement

Payment in advance is required.

For all statements, on all accounts, 1998 to current:

\$2,615.00	total statements x \$5.00 each pre conversion
\$ 42.50	number of statements x 2 pages for each @ \$0.25/each post conversion
\$ 720.00	24 hours x \$30/hour for Metropolis
\$ 480.00	16 hours x \$30/hour for MN
\$ 125.00	Shipping est.

\$3,682.50 Total

Additionally, based on this volume of required documents, we will not be able to retrieve all documents by the commanded time of February 20, 2008 and would **require an extension to six weeks after faxed instructions are received.**

For all statements Post Conversion, on all accounts, from May 2005 to present:

\$ 42.50	number of statements x 2 pages for each @ \$0.25/each post conversion
\$480.00	16 hours x \$30/hour for MN
\$ 75.00	

\$597.50 Total

We would require an extension to two weeks after faxed instructions are received.

In reference to account types for pre-conversion ComBank accounts:

- [REDACTED] 74 - Premier Checking Plus, Personal account
- [REDACTED] 200 - Premier Checking, Personal account
- [REDACTED] 8 - Business Checking account





Sign Up!

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

- Home Page
- Site Map
- Danny Shelton
- Linda Shelton
- Shelton
- SmokeScreen
- Abuse of Power
- Political
- Allegations
- Financial
- Allegations
- Book Deals
- Form 990's, etc.
- Real Estate
- \$129,000 Profit
- Improper 990
- Perjury?
- Beating the IRS?
- Net Costs
- Send Your Tithe
- Selling K36FJ
- Selling K58DL
- Correspondence
- Truths
- Alleged Illegal
- Activities
- Gene, Mene,
- Rekel, Parsin
- Danny's Apologists
- Edward Westphal
- 3ABN Board
- Operation, etc.
- Supporters of Support
- Supporters of Criticism
- Press Releases
- Sign Up!
- Contact Us
- Added 2/10/2008
- Objections Heard
- Added 1/25/2008
- Church Vote
- Added 1/22/2008

A Save3ABN Exclusive

How to Turn \$6,139 into \$135,000 in Just 7 Days???

7 Simple Steps to Easy Money???

[< Prev.](#)

[Next >](#)

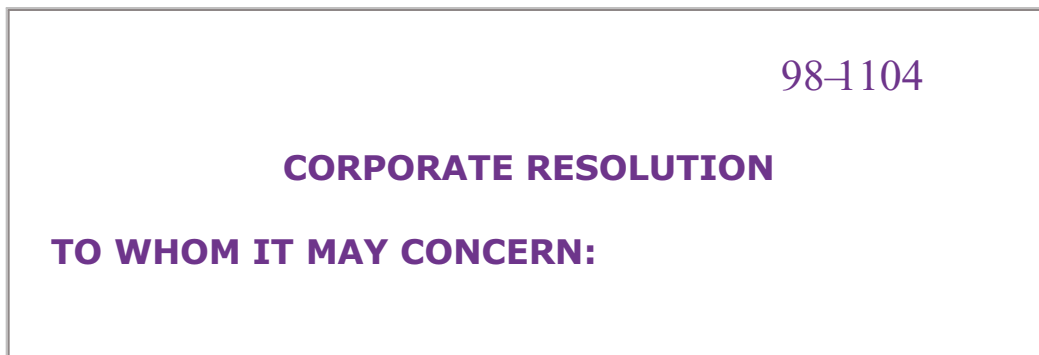
This topic concerns real estate transactions from the year 1998, transactions regarding a piece of property identified as "Lot 6" in the legal description, a piece of property that at one time was the Shelton home. Scans of the actual documents in question appear at the bottom of this web page.

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.



Document: 1998-006768

Document Number: 1998-006768 Add Find View Image Create Stamp

Document Type: DEED - ALL DEEDS EXCEPT CEMETERY O Delete Save All Print Image

Document Group: 01 - DEED INSTRUMENT Un-entry 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

[< Prev.](#)

[Next >](#)

Save-3ABN.com
Not © 2008

384839

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

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?

Form 990 (1998)

Part VI Other Information (See Specific Instructions on page 23.)

		Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.		X
78a	Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?		X
b	If "Yes," has it filed a tax return on Form 990-T for this year?		X
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement		X
80a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?		X
b	If "Yes," enter the name of the organization _____ and check whether it is <input type="checkbox"/> exempt OR <input type="checkbox"/> nonexempt.		
81a	Enter the amount of political expenditures, direct or indirect, as described in the instructions for line 81. 81a 		
b	Did the organization file Form 1120-POL for this year?		X
82a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?		X
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions for reporting in Part III.) 82b 		
83a	Did the organization comply with the public inspection requirements for returns and exemption applications?	X	
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	X	
84a	Did the organization solicit any contributions or gifts that were not tax deductible?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
85	501(c)(4), (5), or (6) organizations. —a Were substantially all dues nondeductible by members?		
b	Did the organization make only in-house lobbying expenditures of \$2,000 or less? If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.		
c	Dues, assessments, and similar amounts from members 85c 		
d	Section 162(e) lobbying and political expenditures 85d 		
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices 85e 		
f	Taxable amount of lobbying and political expenditures (line 85d less 85e) 85f 		
g	Does the organization elect to pay the section 6033(e) tax on the amount in 85f?		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount in 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?		
86	501(c)(7) organizations. —Enter: a Initiation fees and capital contributions included on line 12 86a 		
b	Gross receipts, included on line 12, for public use of club facilities. 86b 		
87	501(c)(12) organizations. —Enter: a Gross income from members or shareholders 87a 		
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 87b 		
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership? If "Yes," complete Part IX		X
89a	501(c)(3) organizations. —Enter: Amount of tax imposed on the organization during the year under: section 4911 _____; section 4912 _____; section 4955 _____		
b	501(c)(3) and 501(c)(4) organizations. —Did the organization engage in any section 4958 excess benefit transaction during the year? If "Yes," attach a statement explaining each transaction		X
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. _____		
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization. _____		
90a	List the states with which a copy of this return is filed <u>ILLINOIS</u> 90b 59		
b	Number of employees employed in the pay period that includes March 12, 1998 (See instructions.)		
91	The books are in care of <u>Pete Crotser</u> Telephone no. <u>(618) 627-4651</u> Located at <u>3391 CHARLEY GOOD RD WEST FRANKFORT ZIP + 4 62896-0220</u>		
92	Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041 —Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year 92 		

Form 990 (1998)

Page 6

Part VII Analysis of Income-Producing Activities (See Specific Instructions on page 27.)

Enter gross amounts unless otherwise indicated.

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	
93 Program service revenue:					
a <u>Production & Distribution</u>					
b <u>of religious programming</u>					
c <u>electronic transmission</u>					519,542
d _____					
e _____					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments					48,715
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					9,209
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					157,728
101 Net income or (loss) from special events					
102 Gross profit or (loss) from sales of inventory					84,017
103 Other revenue: a <u>VIDEO SALES</u>					200,230
b _____					
c _____					
d _____					
e _____					
104 Subtotal (add columns (B), (D), and (E))					1,019,441
105 Total (add line 104, columns (B), (D), and (E))					1,019,441

Note: (Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.)

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See Specific Instructions on page 28.)

Line No.	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93	<u>Payment of airtime & production of certain religious programming for electronic transmission</u>
95	
97	
100	
102	
103	<u>Miscellaneous</u>

Part IX Information Regarding Taxable Subsidiaries (Complete this Part if the "Yes" box on line 88 is checked.)

Name, address, and employer identification number of corporation or partnership	Percentage of ownership interest	Nature of business activities	Total income	End-of-year assets
	%			
	%			
	%			
	%			

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge. (See General Instruction U, on page 12.)

Signature of officer: Danny Shelton Date: _____

Danny Shelton, President
Type or print name and title.

Paid Preparer's Use Only

Preparer's signature: _____ Date: _____

Firm's name (or yours if self-employed) and address: _____

Check if self-employed

Preparer's SSN: _____

EIN: _____

ZIP + 4: _____

Part III Statements About Activities

	Yes	No
1 During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ▶ \$ _____ Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes," must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.		X
2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any of its trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary:		
a Sale, exchange, or leasing of property?	X	
b Lending of money or other extension of credit?		X
c Furnishing of goods, services, or facilities?		X
d Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)?	X	
e Transfer of any part of its income or assets? If the answer to any question is "Yes," attach a detailed statement explaining the transactions.		X
3 Does the organization make grants for scholarships, fellowships, student loans, etc.?		X
4a Do you have a section 403(b) annuity plan for your employees?		X
b Attach a statement to explain how the organization determines that individuals or organizations receiving grants or loans from it in furtherance of its charitable programs qualify to receive payments. (See instructions on page 2.)		

Part IV Reason for Non-Private Foundation Status (See instructions on pages 2 through 4.)

The organization is not a private foundation because it is: (Please check only **ONE** applicable box.)

- 5 A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).
- 6 A school. Section 170(b)(1)(A)(ii). (Also complete Part V, page 4.)
- 7 A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).
- 8 A Federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).
- 9 A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state ▶ _____
- 10 An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(iv). (Also complete the **Support Schedule** in Part IV-A.)
- 11a An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)
- 11b A community trust. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)
- 12 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)
- 13 An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: (1) lines 5 through 12 above; or (2) section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). (See section 509(a)(3).)

Provide the following information about the supported organizations. (See instructions on page 4.)

(a) Name(s) of supported organization(s)	(b) Line number from above

- 14 An organization organized and operated to test for public safety. Section 509(a)(4). (See instructions on page 4.)

Three Angels Broadcasting Network, Inc.
 Form 990
 For the year ended December 31, 1998

Page 1 Part 1 Line 8C Gain or (Loss)

<u>Item</u>	<u>Book Value</u>	<u>Gross Sale</u>	<u>Gain (loss)</u>
Downlink	47,619.57	\$250,000.00	\$202,380.43
House	52,781.05	6,129.00	(46,652.05)
Piano	0.00	2,000.00	2,000.00
Totals	100,400.62	258,129.00	\$157,728.38

Page 2 Part II Line 42 Depreciation
 Page 3 Part IV Line 57b Accumulated Depreciation

	<u>Cost</u>	<u>Acc Depn</u>
Land	291,296	
Buildings	1,566,389	204,034
Houses	18,850	9,504
Downlink Equipment	4,837,965	1,079,621
Equipment	4,414,352	2,732,025
Vehicles	1,047,369	145,049
Misc Assets	76,000	
Total	12,252,222	4,170,232

Page 3 Part IV Line 64b Notes Payable

<u>Notes Payable</u>	
Maples	30,000
Schuler	34,983
Boatman's	1,282
Mitchell	100,000
Total	166,265

Three Angels Broadcasting Network, Inc.
 Form 990 Page 4 Part V
 For year ended December 31, 1998

(A)	(B)	(C,D,E)
Dr. Walter Tompson, Chairman 40 S Clay, Suite 217 Hinsdale, IL 60521 (630)887-1735	Director	-0-
J. Wayne Coulter Illinois Conference of SDA's 3721 Prairie Ave Brookfield, IL 60513 (708)485-1200	Director	-0-
May E. Chung 155 Manchester Lane San Bernardino, CA 92408 (909)824-3112	Director	-0-
Dr. Robert Ford 2517 NE Kresky Chehalis, WA 98532-2409 (360)748-8632	Director	-0-
Bill Hulsey Box 596 Collegedale, TN 37315 (423)396-9303	Director	-0-
Ellsworth McKee PO Box 750 Collegedale, TN 37315 (423)238-5487	Director	-0-
Danny Shelton 21027 Shawneetown Rd Thompsonville, IL 62890 (618)627-2867	President	49,862.66
Linda Shelton 21027 Shawneetown Rd Thompsonville, IL 62890 (618)627-2867	Vice-President	44,334.10

PT 04-1
Tax Type: Property Tax
Issue: Religious Ownership/Use

**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

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)

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.

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

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

THREE ANGELS BROADCASTING NETWORK, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2002

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenues and Other Support			
Contributions	\$ 9,313,335.34	\$ 1,997,299.10	\$11,310,634.44
Charitable remainder unitrusts (Note 11)	-	51,786.75	51,786.75
Charitable gift annuities (Note 11)	2,694,904.13	-	2,694,904.13
Airtime and production fees	847,979.99	-	847,979.99
Satellite sales	810,645.38	-	810,645.38
Video and other sales	373,652.07	-	373,652.07
Rental income	25,824.35	-	25,824.35
Investment income (Note 3)	26,591.48	-	26,591.48
Gain (loss) on disposal of assets	(43,719.71)	-	(43,719.71)
Net unrealized and realized gains and (losses) on investments	(2,727.71)	(9,647.57)	(12,375.28)
Change in value of split-interest agreements	(230,966.93)	63,605.14	(167,361.79)
Other	40,977.99	-	40,977.99
Net assets released from restrictions (Note 7)	<u>2,653,817.19</u>	<u>(2,653,817.19)</u>	<u>-</u>
Total Revenues and Other Support	<u>\$16,510,313.57</u>	<u>\$ (550,773.77)</u>	<u>\$15,959,539.80</u>
Expenses			
Program service			
Television and radio broadcasting	\$ 8,036,915.21	\$ -	\$ 8,036,915.21
Supporting service			
Management and general	<u>4,935,515.36</u>	<u>-</u>	<u>4,935,515.36</u>
Total Expenses	<u>\$12,972,430.57</u>	<u>\$ -</u>	<u>\$12,972,430.57</u>
Change in Net Assets	\$ 3,537,883.00	\$ (550,773.77)	\$ 2,987,109.23
Net assets, beginning of year as previously reported	15,364,863.91	2,792,666.28	18,157,530.19
Prior period adjustments -			
Record split interest agreements previously unrecorded (Note 15)	-	1,708,917.60	1,708,917.60
Adjustment of revocable cash trusts (Note 15)	<u>25,000.00</u>	<u>-</u>	<u>25,000.00</u>
Net assets, beginning of year, as restated	<u>\$15,389,863.91</u>	<u>\$ 4,501,583.88</u>	<u>\$19,891,447.79</u>
Net assets, end of year	<u>\$18,927,746.91</u>	<u>\$ 3,950,810.11</u>	<u>\$22,878,557.02</u>

See accompanying notes.

EX 152

The Organization is the beneficiary of several revocable trust agreements. Assets received under revocable trust agreements are recorded as assets and refundable advances at fair value when received. Contribution revenue for the assets received is recognized when the agreements become irrevocable or when the assets are distributed to the Organization for its unconditional use.

The Organization is the beneficiary of several charitable gift annuities under which the assets funding the agreements were transferred to the Organization. Under these agreements the Organization is to pay fixed amounts for specified periods of time to the donors. The assets received are recorded at fair market value in the financial statements. The annuity liabilities are recorded at the present value of expected future cash flows to be paid to the annuity beneficiaries. Various discount rates are used in calculating the present values of the annuity liabilities. Present value calculations on some annuities are based upon single life expectancy, while others are based upon double life expectancy.

12. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent December, 2002 contributions received in January, 2003.

13. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Organization's financial instruments, none of which are held for trading purposes, include cash, investments, accounts receivable, contributions receivable, charitable gift annuities, accounts payable, notes payable, funds due to other ministries, accrued expenses, liabilities under unitrust agreements, and liabilities for future group medical insurance claims. The Organization estimates that the fair values of all financial instruments at December 31, 2002, other than investments which are recorded at fair value, do not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial position. The estimates, however, are not necessarily indicative of the amounts that the Organization could realize in a current market exchange.

14. RELATED PARTY TRANSACTIONS

The Organization regularly engages in transactions with various related parties. Following is a summary of related party transactions for the year ending December 31, 2002:

	<u>Purchases From</u>	<u>Contributions From</u>	<u>Contributions To</u>
D & L Publishing	\$130,612.50	\$ -	\$ -
Three Angels Christian Communications (Canada)	-	469,879.72	-
Three Angels T.V. and Radio Broadcast Network (Russia)	-	-	376,236.02
Tres Anjos Broadcasting Network - LTDA (Brazil)	-	-	49,348.31
3ABN Philippines, Inc. (Philippines)	-	-	113,496.66

Tres Anjos Broadcasting Network - LTDA (Brazil) and 3ABN Philippines, Inc. (Philippines) are separate legal entities. Three Angels Broadcasting Network, Inc. exercises control over these two entities by providing 100% of their revenues. See Note 17 regarding Three Angels T.V. and Radio Broadcast Network (Russia).

THREE ANGELS BROADCASTING NETWORK, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2003

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenues and Other Support			
Contributions	\$ 7,432,304.34	\$ 1,846,535.01	\$ 9,278,839.35
Charitable gift annuities (Note 11)	1,623,816.34	-	1,623,816.34
Airtime and production fees	882,653.67	-	882,653.67
Sales of satellite equipment	991,604.39	-	991,604.39
Other sales	399,341.21	-	399,341.21
Rental income	20,762.56	-	20,762.56
Investment income (Note 3)	28,154.80	-	28,154.80
Gain (loss) on disposal of assets	(2,154.78)	-	(2,154.78)
Net unrealized and realized gains and (losses) on investments (NOTE 3)	1,526.95	-	1,526.95
Change in value of split-interest agreements	(457,071.37)	(319,744.56)	(776,815.93)
Other	64,114.83	-	64,114.83
Bad debt recoveries	18,895.62	-	18,895.62
Net assets released from restrictions (Note 7)	<u>1,657,737.27</u>	<u>(1,657,737.27)</u>	<u>-</u>
Total Revenues and Other Support	<u>\$12,661,685.83</u>	<u>\$ (130,946.82)</u>	<u>\$12,530,739.01</u>
Expenses			
Program service			
Television and radio broadcasting	\$ 9,665,662.90	\$ -	\$ 9,665,662.90
Supporting service			
Management and general	<u>4,945,225.96</u>	<u>-</u>	<u>4,945,225.96</u>
Total Expenses	<u>\$14,610,888.86</u>	<u>\$ -</u>	<u>\$14,610,888.86</u>
Change in Net Assets	\$ (1,949,203.03)	\$ (130,946.82)	\$ (2,080,149.85)
Net assets, beginning of year	<u>18,927,746.91</u>	<u>3,950,810.11</u>	<u>22,878,557.02</u>
Net assets, end of year	<u>\$16,978,543.88</u>	<u>\$ 3,819,863.29</u>	<u>\$20,798,407.17</u>

See accompanying notes.

The Organization is the beneficiary of several revocable trust agreements. Assets received under revocable trust agreements are recorded as assets and refundable advances at fair value when received. Contribution revenue for the assets received is recognized when the agreements become irrevocable or when the assets are distributed to the Organization for its unconditional use.

The Organization is the beneficiary of several charitable gift annuities under which the assets funding the agreements were transferred to the Organization. Under these agreements the Organization is to pay fixed amounts for specified periods of time to the donors. The assets received are recorded at fair market value in the financial statements. The annuity liabilities are recorded at the present value of expected future cash flows to be paid to the annuity beneficiaries. Various discount rates are used in calculating the present values of the annuity liabilities. Present value calculations on some annuities are based upon single life expectancy, while others are based upon double life expectancy.

12. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent December, 2003 contributions received in January, 2004.

13. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Organization's financial instruments, none of which are held for trading purposes, include cash, investments, accounts receivable, contributions receivable, charitable gift annuities, accounts payable, notes payable, funds due to other ministries, accrued expenses, liabilities under unitrust agreements, and liabilities for future group medical insurance claims. The Organization estimates that the fair values of all financial instruments at December 31, 2003, other than investments which are recorded at fair value, do not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial position. The estimates, however, are not necessarily indicative of the amounts that the Organization could realize in a current market exchange.

14. RELATED PARTY TRANSACTIONS

The Organization regularly engages in transactions with various related parties. Following is a summary of related party transactions for the year ending December 31, 2003:

	<u>Purchases</u> <u>From</u>	<u>Contributions</u> <u>From</u>	<u>Contributions</u> <u>To</u>
D & L Publishing	\$ 73,112.50	\$ -	\$ -
Three Angels Christian Communications (Canada)	-	226,500.00	-
Three Angels T.V. and Radio Broadcast Network (Russia)	-	-	218,441.94
Tres Anjos Broadcasting Network - LTDA (Brazil)	-	-	20,472.07
3ABN Philippines, Inc. (Philippines)	-	-	88,798.41

Tres Anjos Broadcasting Network - LTDA (Brazil) and 3ABN Philippines, Inc. (Philippines) are separate legal entities. Three Angels Broadcasting Network, Inc. exercises control over these two entities by providing 100% of their revenues. See Note 16 regarding Three Angels T.V. and Radio Broadcast Network (Russia).

THREE ANGELS BROADCASTING NETWORK, INC.

SCHEDULE OF PROGRAM SERVICE EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2003

Television and Radio Broadcasting Expenses	
Airplane operation	\$ 857,528.60
Airtime	1,800,999.00
Broadcast services	79,462.97
Cable promotion and expense	179,252.03
Contract labor	51,819.32
Cost of goods sold and given away - Satellite equipment	887,536.04
Cost of goods sold and given away - Other	154,165.62
Depreciation	1,928,846.23
Downlink	939,729.14
Dues and subscriptions	8,720.47
Music production	177,165.94
Newsletter	117,692.52
Program schedules	69,101.90
Registration	38,251.64
Special projects	327,712.42
Supplies - broadcasting	172,090.53
Telephone	194,650.46
Travel and entertainment	142,229.68
Utilities	147,702.33
Wages and benefits	<u>1,391,006.06</u>
Total Television and Radio Broadcasting Expenses	<u>\$9,665,662.90</u>

See accompanying notes.

THREE ANGELS BROADCASTING NETWORK, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2004

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenues and Other Support			
Contributions	\$ 9,455,115.40	\$ 2,633,222.89	\$12,088,338.29
Charitable gift annuities (Note 11)	1,493,559.53	-	1,493,559.53
Airtime and production fees	1,106,556.00	-	1,106,556.00
Sales of satellite equipment	713,725.32	-	713,725.32
Rental income	33,173.44	-	33,173.44
Investment income (Note 3)	3,902.49	-	3,902.49
Gain (loss) on disposal of assets	(118,668.38)	-	(118,668.38)
Net unrealized and realized gains and (losses) on investments (Note 3)	(139.90)	-	(139.90)
Change in value of split-interest agreements	(614,273.80)	(185,033.53)	(799,307.33)
Other	38,915.11	-	38,915.11
Net assets released from restrictions (Note 7)	<u>2,107,378.26</u>	<u>(2,107,378.26)</u>	<u>-</u>
Total Revenues and Other Support	<u>\$14,219,243.47</u>	<u>\$ 340,811.10</u>	<u>\$14,560,054.57</u>
Expenses			
Program service			
Television and radio broadcasting	\$10,465,779.14	\$ -	\$10,465,779.14
Supporting service			
Management and general	<u>4,939,865.90</u>	<u>-</u>	<u>4,939,865.90</u>
Total Expenses	<u>\$15,405,645.04</u>	<u>\$ -</u>	<u>\$15,405,645.04</u>
Change in Net Assets	\$(1,186,401.57)	\$ 340,811.10	\$ (845,590.47)
Net assets, beginning of year	<u>16,978,543.88</u>	<u>3,819,863.29</u>	<u>20,798,407.17</u>
Net assets, end of year	<u>\$15,792,142.31</u>	<u>\$ 4,160,674.39</u>	<u>\$19,952,816.70</u>

See accompanying notes.

14. RELATED PARTY TRANSACTIONS

The Organization regularly engages in transactions with various related parties. Following is a summary of related party transactions for the year ending December 31, 2004:

	<u>Due From</u>	<u>Sales To</u>	<u>Due To</u>	<u>Purchases From</u>	<u>Contributions To</u>	<u>Contributions From</u>
Employee accounts	\$ 11,135.56	\$ -	\$ -	\$ -	\$ -	\$ -
DLS Publishing, Inc.	-	-	9,724.38	44,724.38	-	-
D & L Publishing	-	-	-	35,000.00	-	-
Three Angels Christian Communications (Canada)	-	321,500.00	-	-	-	2,793.58
Three Angels T.V. and Radio Broadcast (Russia)	-	-	-	-	250,643.98	-
Tres Anjos Broadcasting Network - LTDA (Brazil)	-	-	-	-	-	-
3ABN Philippines, Inc. (Philippines)	-	-	-	-	167,559.99	-
Total	\$ 11,135.56	\$ 321,500.00	\$ 9,724.38	\$ 79,724.38	\$ 418,203.97	\$ 2,793.58

Tres Anjos Broadcasting Network - LTDA (Brazil) and 3ABN Philippines, Inc. (Philippines) are separate legal entities. Three Angels Broadcasting Network, Inc. exercises control over these two entities by providing 100% of their revenues. See Note 16 regarding Three Angels T.V. and Radio Broadcast Network (Russia).

15. CONTINGENT LIABILITY

Management has agreed to return a portion of an \$800,000.00 contribution in the event of a major medical need by the donor.

16. BRANCH

The Organization established a branch of Three Angels Broadcasting Network, Inc. in Nizhny Novgorod, Russia. The official name of the branch is Three Angels TV & Radio Broadcasting Network. The branch is not a separate legal entity, and acts on behalf, by order, and under the responsibility of the Organization. The Organization pays for the majority of operating costs and capital improvements of the branch. All of these costs are expensed as incurred by the Organization. Transactions of the branch are not included in these financial statements.

THREE ANGELS BROADCASTING NETWORK, INC.

SCHEDULE OF PROGRAM SERVICE EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2004

Television and Radio Broadcasting Expenses	
Airplane operation	\$ 989,438.91
Airtime	2,365,273.00
Broadcast services	49,734.09
Cable promotion and expense	37,499.95
Contract labor	99,716.28
Cost of goods sold and given away - Satellite equipment	584,019.94
Cost of goods given away - Other	330,242.46
Depreciation	2,229,468.89
Downlink	1,062,323.85
Dues and subscriptions	5,166.09
Music production	102,776.61
Newsletter	107,411.83
Program schedules	38,340.97
Registration	31,689.16
Special projects	473,875.27
Supplies - broadcasting	112,135.13
Telephone	79,876.22
Travel and entertainment	154,654.42
Utilities	146,637.68
Wages and benefits	<u>1,465,498.39</u>
Total Television and Radio Broadcasting Expenses	<u>\$10,465,779.14</u>

See accompanying notes.

THREE ANGELS BROADCASTING NETWORK, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2005

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenues and Other Support			
Contributions	\$ 8,521,172.63	\$ 3,653,742.38	\$ 12,174,915.01
Charitable gift annuities (Note 11)	1,885,360.01	-	1,885,360.01
Airtime and production fees	1,162,106.00	-	1,162,106.00
Sales of satellite equipment	864,361.26	-	864,361.26
Rental income	44,800.93	-	44,800.93
Investment income (Note 3)	6,469.77	-	6,469.77
Gain (loss) on disposal of assets	1,122.28	-	1,122.28
Net unrealized and realized gains and (losses) on investments	(3,655.89)	-	(3,655.89)
Change in value of split-interest agreements	(356,969.05)	(269,396.74)	(626,365.79)
Other	59,909.65	-	59,909.65
Net assets released from restrictions (Note 7)	<u>2,937,827.94</u>	<u>(2,937,827.94)</u>	<u>-</u>
Total Revenues and Other Support	<u>\$ 15,122,505.53</u>	<u>\$ 446,517.70</u>	<u>\$ 15,569,023.23</u>
Expenses			
Program service			
Television and radio broadcasting	\$ 11,121,126.31	\$ -	\$ 11,121,126.31
Supporting service			
Management and general	<u>4,930,390.27</u>	<u>-</u>	<u>4,930,390.27</u>
Total Expenses	<u>\$ 16,051,516.58</u>	<u>\$ -</u>	<u>\$ 16,051,516.58</u>
Change in Net Assets	\$ (929,011.05)	\$ 446,517.70	\$ (482,493.35)
Net assets, beginning of year	<u>15,792,142.31</u>	<u>4,160,674.40</u>	<u>19,952,816.71</u>
Net assets, end of year	<u>\$ 14,863,131.26</u>	<u>\$ 4,607,192.10</u>	<u>\$ 19,470,323.36</u>

See accompanying notes.

Tres Anjos Broadcasting Network - LTDA (Brazil), Association Three Angels Broadcasting Network (Peru), and 3ABN Philippines, Inc. (Philippines) are separate legal entities. Three Angels Broadcasting Network, Inc. exercises control over these entities by providing the majority of their revenues. See Note 16 regarding Three Angels T.V. and Radio Broadcast Network (Russia).

The Organization periodically purchases books which are authored by a member of management. The books are purchased from the publisher for giveaway or for a suggested donation. For the year ending December 31, 2005, purchases of these books totaled \$82,712.43. Royalties are paid by the publisher to the author.

15. CONTINGENT LIABILITY

Management has agreed to return a portion of an \$800,000.00 contribution in the event of a major medical need by the donor.

16. BRANCH

The Organization established a branch of Three Angels Broadcasting Network, Inc. in Nizhny Novgorod, Russia. The official name of the branch is Three Angels TV & Radio Broadcasting Network. The branch is not a separate legal entity, and acts on behalf, by order, and under the responsibility of the Organization. The Organization pays for the majority of operating costs and capital improvements of the branch. All of these costs are expensed as incurred by the Organization. Transactions of the branch are not included in these financial statements.

THREE ANGELS BROADCASTING NETWORK, INC.
SCHEDULE OF PROGRAM SERVICE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2005

Television and Radio Broadcasting Expenses

Airplane operation	\$ 896,993.46
Airtime	2,279,106.83
Broadcast services	134,135.34
Cable promotion	7,266.17
Contract labor	179,408.88
Cost of goods sold and given away - Satellite equipment	609,669.09
Cost of goods given away - Other	605,744.30
Depreciation	2,060,395.80
Downlink	1,000,411.44
Dues and subscriptions	4,075.10
Inventory write-down	278,700.00
Music production	58,375.34
Newsletter	125,451.10
Program schedules	28,470.89
Registration	37,817.04
Special projects	498,882.72
Supplies - broadcasting	143,633.60
Telephone	159,058.21
Travel and entertainment	197,785.21
Utilities	215,193.17
Wages and benefits	<u>1,600,552.62</u>
Total Television and Radio Broadcasting Expenses	<u>\$ 11,121,126.31</u>

See accompanying notes.

THREE ANGELS BROADCASTING NETWORK, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2006

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Revenues and Other Support			
Contributions	\$ 9,687,311.68	\$ 3,516,520.49	\$ 13,203,832.17
Charitable gift annuities (Note 11)	1,871,288.00	-	1,871,288.00
Airtime and production fees	1,431,651.57	-	1,431,651.57
Sales of satellite equipment	1,164,615.08	-	1,164,615.08
Rental income	48,113.82	-	48,113.82
Investment income (Note 3)	10,333.09	-	10,333.09
Gain (loss) on disposal of assets	8,967.57	-	8,967.57
Net unrealized and realized gains and (losses) on investments	(217.51)	-	(217.51)
Change in value of split-interest agreements	(209,575.83)	55,358.74	(154,217.09)
Other	29,105.49	-	29,105.49
Net assets released from restrictions (Note 7)	<u>3,740,522.98</u>	<u>(3,740,522.98)</u>	<u>-</u>
Total Revenues and Other Support	<u>\$ 17,782,115.94</u>	<u>\$ (168,643.75)</u>	<u>\$ 17,613,472.19</u>
Expenses			
Program service			
Television and radio broadcasting	\$ 15,620,554.74	\$ -	\$ 15,620,554.74
Supporting service			
Management and general	<u>4,988,933.39</u>	<u>-</u>	<u>4,988,933.39</u>
Total Expenses	<u>\$ 20,609,488.13</u>	<u>\$ -</u>	<u>\$ 20,609,488.13</u>
Change in Net Assets	<u>\$ (2,827,372.19)</u>	<u>\$ (168,643.75)</u>	<u>\$ (2,996,015.94)</u>
Net assets, beginning of year as previously reported	\$ 14,863,131.26	\$ 4,607,192.10	\$ 19,470,323.36
Prior-period adjustments (Note 18)	<u>(238,157.39)</u>	<u>-</u>	<u>(238,157.39)</u>
Net assets, beginning of year as restated	<u>\$ 14,624,973.87</u>	<u>\$ 4,607,192.10</u>	<u>\$ 19,232,165.97</u>
Net assets, end of year	<u>\$ 11,797,601.68</u>	<u>\$ 4,438,548.35</u>	<u>\$ 16,236,150.03</u>

See accompanying notes.

Tres Anjos Broadcasting Network - LTDA (Brazil), Association Three Angels Broadcasting Network (Peru), and 3ABN Philippines, Inc. (Philippines) are separate legal entities. Three Angels Broadcasting Network, Inc. exercises control over these entities by providing the majority of their revenues. See Note 16 regarding Three Angels T.V. and Radio Broadcast Network (Russia).

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15. CONTINGENT LIABILITY

Management has agreed to return a portion of an \$800,000.00 contribution in the event of a major medical need by the donor.

16. BRANCH

The Organization established a branch of Three Angels Broadcasting Network, Inc. in Nizhny Novgorod, Russia. The official name of the branch is Three Angels TV & Radio Broadcasting Network. The branch is not a separate legal entity, and acts on behalf, by order, and under the responsibility of the Organization. The Organization pays for the majority of operating costs and capital improvements of the branch. All of these costs are expensed as incurred by the Organization. Transactions of the branch are not included in these financial statements.

17. SUBSEQUENT EVENTS

On April 19, 2007, Three Angels Broadcasting Network, Inc. and Amazing Facts issued a media release announcing that the two organizations have agreed to merge. The Board of Directors of Three Angels Broadcasting Network, Inc. approved the merger on April 16, 2007.

18. PRIOR-PERIOD ADJUSTMENTS

The Organization determined that the accrual for real estate taxes was understated for the year ended December 31, 2005, by \$105,357.39.

The Organization determined that Cost of Goods Sold – Satellite Equipment was understated for the year ended December 31, 2005, by \$132,800.00. This resulted in total liabilities being understated and net assets being overstated by \$132,800.00.

The Organization determined that Cash Restricted to Investment in Capital Assets was overstated for the year ended December 31, 2005, by \$133,777.60. This resulted in a reclassification between Cash Restricted to Investment in Capital Assets and Cash, with no effect on total assets, liabilities, net assets, or change in net assets.

THREE ANGELS BROADCASTING NETWORK, INC.
SCHEDULE OF PROGRAM SERVICE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2006

Television and Radio Broadcasting Expenses	
Airplane operation	\$ 929,066.75
Airtime	2,322,256.00
Auto	30,012.02
Broadcast services	444,984.12
Cable promotion	5,229.00
Contract labor	187,919.96
Cost of goods sold and given away - Satellite equipment	1,001,811.09
Cost of goods given away - Other	3,167,235.49
Depreciation	1,915,982.04
Downlink	1,064,810.77
Dues and subscriptions	2,695.16
-Inventory write-down	72,369.00
Music production	93,069.94
Newsletter	301,266.04
Registration	45,594.59
Special projects	768,798.15
Supplies - broadcasting	121,590.44
Telephone	180,321.85
Travel and entertainment	249,709.64
Utilities	213,446.14
Wages and benefits	<u>2,502,386.55</u>
Total Television and Radio Broadcasting Expenses	<u>\$ 15,620,554.74</u>

See accompanying notes.

Ex. V

THE
ANTICHRIST
AGENDA
TEN COMMANDMENTS TWICE REMOVED

DANNY SHELTON
SHELLEY J. QUINN

The Antichrist Agenda - Ten Commandments Twice Removed

This edition published 2004

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Cover Design by John Lomacang

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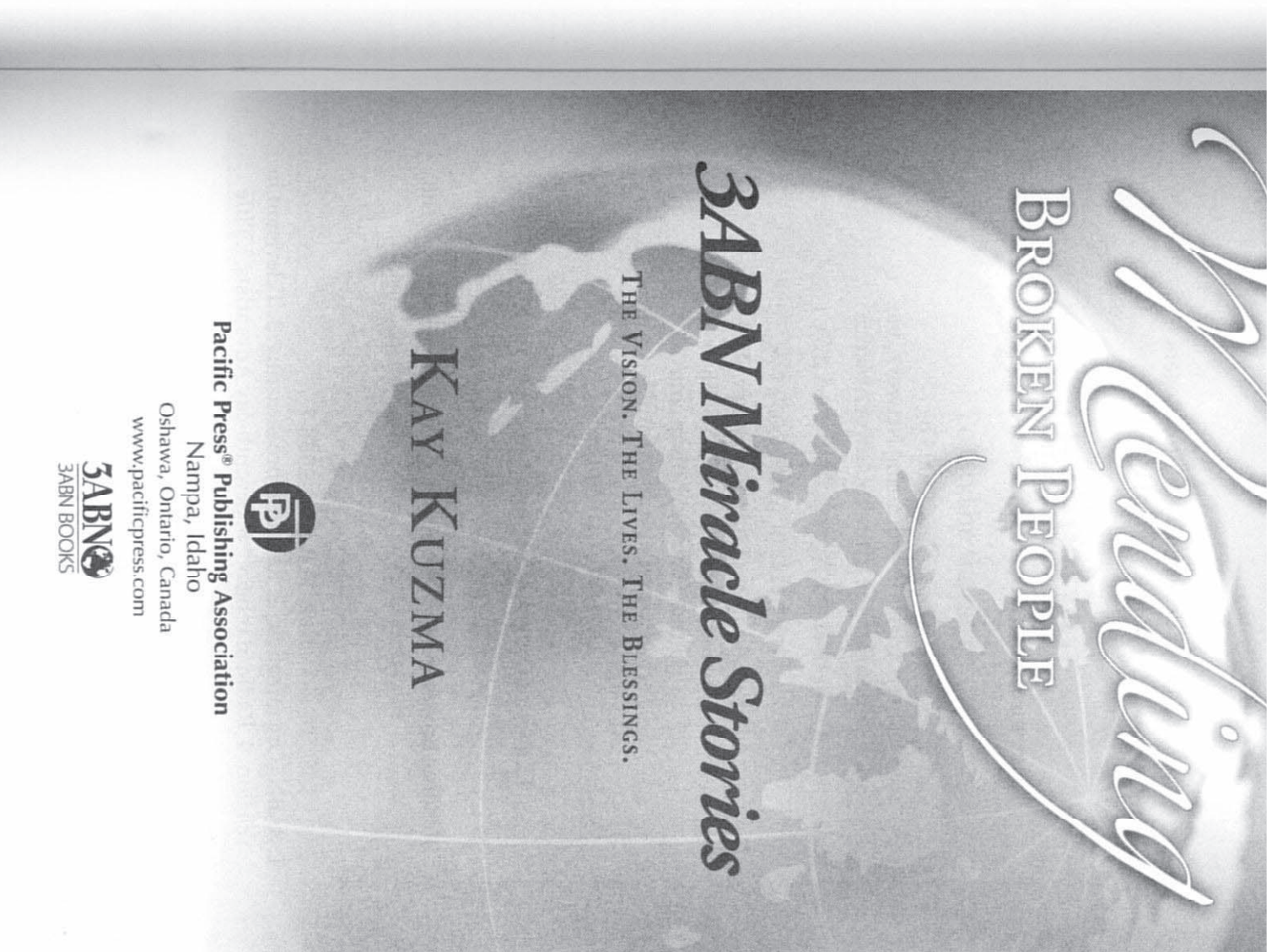
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*We dedicate this book to
seekers of the Truth*

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



Cover designed by Kenton Rogers
Photos provided by 3ABN

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all Scripture quotations are from the King James Version.

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618-627-4651 or online at www.3ABN.org

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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.

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@***>

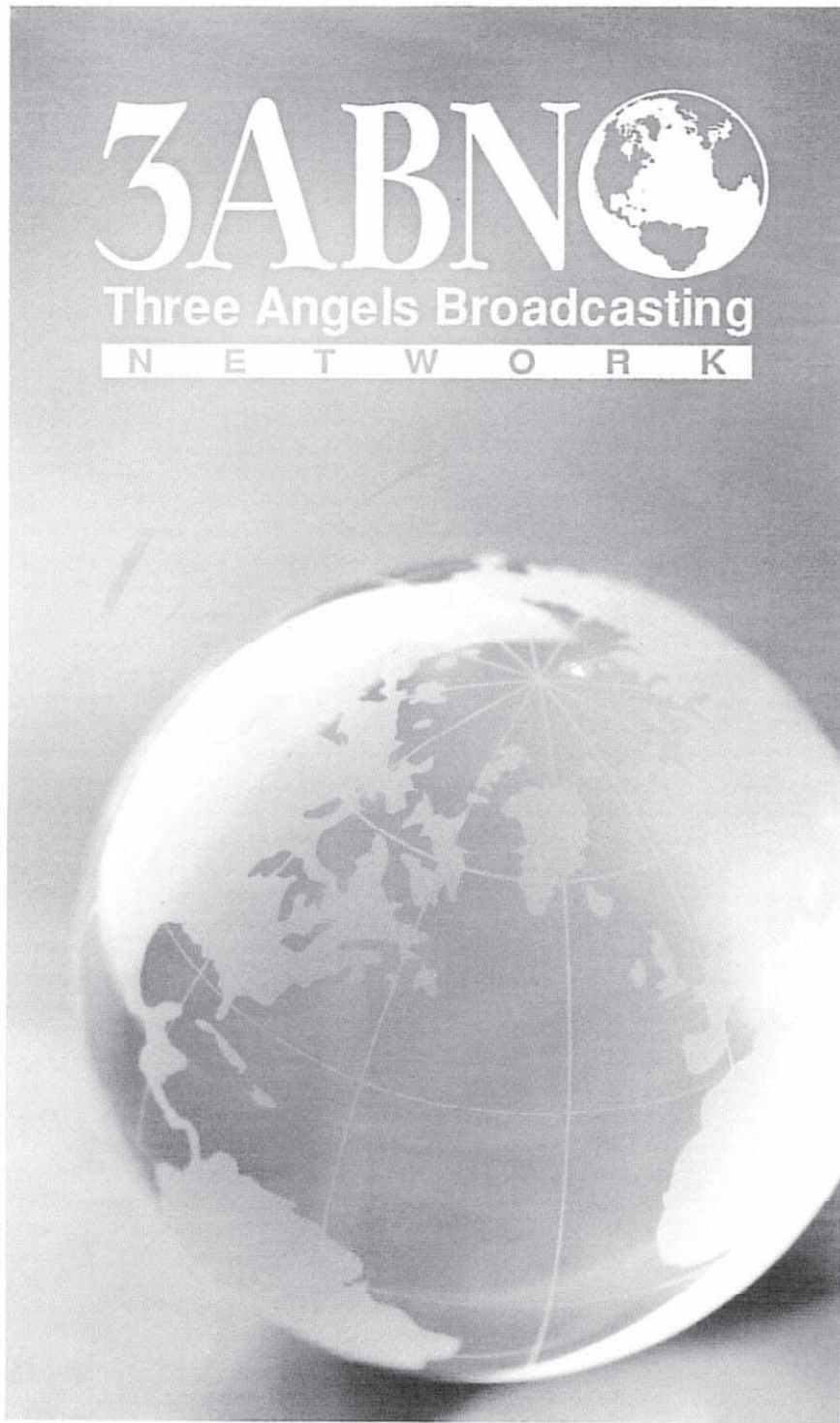
Hello Gailon,

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

Ex. Y
Ex. CC
(Y-EE)

Employee Handbook _____



| March 2005 |

► **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

EX 175

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.

- 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

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.

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

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

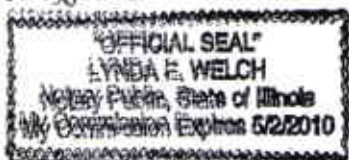


Danny Shelton
Founder, Three Angels Broadcasting

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

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

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

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


EX 186



 **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

May 14, 2008

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

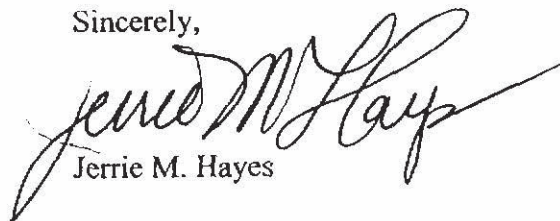
Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**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

EX 187



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

**SIEGEL BRILL
GREUPNER DUF
& 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.

EX 188



May 27, 2008
Page 2

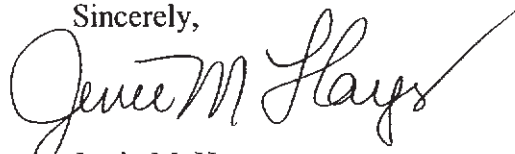
June 27, 2008 Plaintiffs will produce all relevant, confidential documents containing donor-identifying information, with the donor-identifying information redacted as necessary, pursuant to the discovery protocol of Magistrate Judge Hillman's April 17 Confidentiality and Protective Order.

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,



Handwritten signature of Jerrie M. Hayes in cursive script.

Jerrie M. Hayes

JMH/gkh

cc: Gailon Joy (via U.S. Mail)

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Minneapolis, Minnesota 55401
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**SIEGEL BRILL
GREUPNER DUI
& 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)



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

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:

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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:

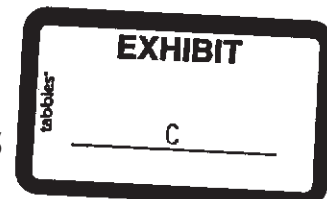
I have received Defendants' Motion to Extend all Deadlines for Discovery. In your Affidavit you state as follows:

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.

EX 195



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

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

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**

EX 198



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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Case No. 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION
TO QUASH, MODIFY OR STAY SUBPOENA *DUCES TECUM*

INTRODUCTION

Plaintiffs Three Angels Broadcasting Network, Inc ("3ABN") and Danny Lee Shelton bring this motion to quash, modify or stay the subpoena *duces tecum* issued by this Court on December 28, 2007 and served by *pro se* Defendants Robert Pickle and Gailon Joy upon "Alan Lovejoy or Keeper of the Records at Gray Hunter Stenn LLP" ("Gray Hunter"). This motion is brought in the Court from which the subpoena issued because Fed. R. Civ. P. 45 (c)(3) contemplates that motions to quash subpoenas be brought before the "issuing" court. *See also* Fed. R. Civ. P. 37(a)(2) (motion for an order to a nonparty is made in the court where discovery is or will be taken).

The issues raised herein will also be brought before the Court in which the case is pending, in Massachusetts, as part of a broader motion to control and curtail third party discovery activities and restrict the scope of permissible discovery to issues in the case.

EXHIBIT

tabbles

14

We have also been asked to describe under oath what “accounting process” we “conclude 3ABN failed to set up” “to account for sums gifted.”

In preparing our defense against these and other allegations, we need to examine various financial documents concerning Danny Shelton, 3ABN, their DBA’s, and the corporations they have jointly or separately controlled....

Gray Hunter Stenn’s counsel confirmed their receipt of the subpoena on March 17, 2008. (Simpson Aff. ¶ 6). Gray Hunter timely objected to the subpoena on a number of bases, but recently withdrew their objections and have 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. (Simpson Aff. ¶ 6).

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. (Ex. F to Simpson Aff.).

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. (Simpson Aff. ¶ 8).

ARGUMENT

I. THE SUBPOENA SHOULD BE QUASHED OR MODIFIED.

Under the Federal Rules, a court *must* quash or modify a subpoena if it “subjects a person to undue burden.” Fed. R. Civ. P. 45(c)(3)(A). A court *may* quash or modify a subpoena “to protect a person subject to or affected by the subpoena” if it requires

Dated: June 16, 2008.

Respectfully Submitted,

Three Angels Broadcasting Network, Inc.,
and Danny Lee Shelton

By: /s/ Jennifer E. White
One of Their Attorneys

Charles L. Philbrick (ARDC #6198405)
Jennifer E. White (ARDC #6275527)
Holland & Knight, LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Telephone: (312) 263-3600
Facsimile: (312) 578-6666
Email: jennifer.white@hklaw.com

-and-

Gerald S. Duffy (MN# 24703)
M. Gregory Simpson (MN# 204560)
Kristin L. Kingsbury (MN# 346664)
Siegel, Brill, Greupner, Duffy & Foster, P.A.
1300 Washington Square
100 Washington Avenue South
Minneapolis, MN 55401
Telephone: (612) 337-6100
Facsimile: (612) 339-6591

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.

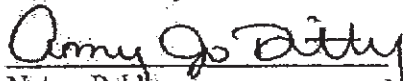
9. A motion to restrict the scope of permissible discovery, including the third party discovery at issue in this motion, is being prepared at this moment. Plaintiffs expect that the motion will be on file in the Massachusetts court in which this case is pending by the time the present motion is heard.

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



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Case No. 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

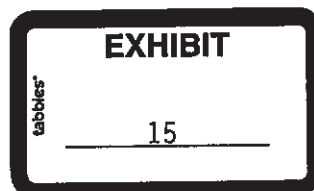
ORDER TO SHOW CAUSE

This matter having come before the Court on Plaintiffs' Motion to Quash, Modify or Stay Subpoena *Duces Tecum* (Doc. 2), and the Court having examined the same and being duly advised in the premises now **GRANTS** said Motion and **STAYS** the Subpoena *Duces Tecum* until further Court order. The Court further **ORDERS** the defendants to **SHOW CAUSE** on or before July 9, 2008, why the Court should not quash the Subpoena *Duces Tecum* because it subjects a third party to undue burden, *see* Fed. R. Civ. P. 45(c)(3)(A)(iv), because it requires disclosing a trade secret or other confidential research, development, or commercial information, *see* Fed. R. Civ. P. 45(c)(3)(B)(i), and because it is not tailored to request records relevant or with a nexus to the issues in the underlying litigation. The Court further **ORDERS** the plaintiffs to inform the Court expeditiously of any resolution to this matter by the District Court for the District of Massachusetts. The Court **DIRECTS** the Clerk of Court to send a copy of this order via U.S. mail to:

Robert Pickle
1354 County Highway 21
Halstad, MN 56548

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

EX 206



Deanna L. Litzenburg
Mathis, Marifian, Richter & Grandy, Ltd.
23 Public Square, Suite 300
P.O. Box 307
Belleville, IL 62220.

The Court further **DIRECTS** the Clerk of Court to e-mail this order to Ms.

Litzenberg at dlitzenburg@mmerg.com.

IT IS SO ORDERED.



DATED: June 18, 2008

s/ J. Phil Gilbert

J. Phil Gilbert

United States District Judge

Ex. A

<p>Bob Pickle (1000+ Member) 12/04/06 09:30 PM</p>	<p> The Glenn Dryden and related Documents</p> <p>Pastor Glenn Dryden is a Church of God minister who has pastored in two different churches where Tommy Shelton, Danny Shelton's brother, used to pastor.</p> <p>Pastor Dryden brought allegations against Tommy of child molestation to the attention of Dr. Walt Thompson, 3ABN board chairman, in May 2003. He was consequently threatened by a 3ABN attorney, I assume a reply that was authorized by someone other than Dr. Thompson.</p> <p>What follows are a number of the documents that pertain to this question. The correspondence with Dr. Thompson in which he essentially admits that Danny misled him regarding the nature of these allegations appears elsewhere.</p> <p>I will quickly add that Pastor Dryden and I share the same concerns and regrets, namely, that such things have happened in the name of religion, and in situations connected with our faiths. These type of allegations bring reproach upon the cause of God, and upon the beliefs we hold dear.</p> <p>I assure you that neither the Churches of God nor the Seventh-day Adventist Church approve of child molestation, nor do they approve of efforts to cover up such sins and avoid proper justice being served.</p> <p>At the same time that we hate the sin, we love the sinner, and we would encourage all regardless of what they have done to turn to the Lord Jesus in honest and full confession and repentance, seeking to make restitution wherever possible.</p> <p>To those who follow this course, the Word of God promises pardon, cleansing, victory, and eternal life in the earth made new, a place where every tear will be wiped away, where there will be no more sorrow or crying or pain.</p> <p>As John said in the closing verses of Scripture, "Even so, come Lord Jesus."</p>
<p>Bob Pickle (1000+ Member) 12/04/06 09:32 PM</p>	<p> Re: The Glenn Dryden and related Documents</p> <p>----- Original Message ----- Subject: Re: 3ABN special request Date: Mon, 14 Aug 2006 14:00:00 -0400 From: Glenn Dryden</p> <p>Following is the text of my letter on Ezra Church of God letterhead to Dr. Thompson as well as "Action Items" suggested for Tommy Shelton by the congregation I formerly served. These were sent to Dr. Thompson by certified mail and I suppose it was his wife who signed for the letter on May 16, 2003.</p>

Pastor Glenn Dryden

May 14, 2003

Dr. Walter Thompson

*** **

*** **, ** *****

Dear Dr. Thompson:

Greetings in the holy name of our Lord Jesus!

It is my understanding that you serve as chairman of the board of directors of Three Angels Broadcasting Network. From 3ABN's web site it appears an invitation to minister has been extended to this congregation's former pastor, Tommy Ray Shelton.

Constrained by an ethical, if not legal, obligation, I am compelled to advise you that Tommy Ray Shelton is not in good standing with either of the two associations by which he was first presented with ministerial credentials. At least six boys in our community were sexually abused by Tommy Ray Shelton during the periods he served as pastor of this congregation.

Some of these young men and some parents are willing to corroborate the information I am giving you, if necessary. Please contact me for their phone numbers that I may alert them to a pending call. I also will put you in touch with the two associations referenced above.

Either I or members of this congregation's leadership will answer any questions you may have regarding this correspondence.

In our Lord's service,

Pastor Glenn Dryden

ACTION ITEMS SUGGESTED FOR TOMMY SHELTON

Expediency recommended :

Senate Bill 1035 extending statute of limitations goes into effect as soon as signed by Governor Blagojevich. This could be within the next thirty days.

Note <http://www.legis.state.il.us>

Tommy should retain an attorney to represent him as well as to serve him in contacting victims and their families, all at Tommy's expense.

A full disclosure of all victims and details should be made to the Franklin County Sheriff's Office (Investigator Kevin Skurat, 618-435-8187). This disclosure should include pertinent incidences in other states as well as in other jurisdictions in Illinois in addition to Franklin County.

Tommy should cooperate in the placement of his name and pertinent information on appropriate sex offenders lists, as the law may require in the state of his residence or in Illinois.

Tommy should agree to reimburse any of the victims or their family members for the expenses of counseling they have received. He should further agree to pay for any future counseling required by any of the victims or their family members. Contact should be made by his attorney with the victims through their parents if necessary. Pastor Glenn Dryden of the Ezra Church of God (***_**_*_***) should be consulted as to the victims of whom he is aware and as to which of these may be contacted directly. Other victims may wish to maintain anonymity. Apart from necessary contact by law enforcement personnel, their wishes should be respected.

Tommy should issue written apologies over his signature to all victims and to their parents. Again, contact with victims should be made through their parents if necessary.

Tommy also should issue written apologies over his signature for his deceit, as well as inappropriate behavior, etc., to the congregation of the Ezra Church of God, West Frankfort, Illinois, the congregation of the Community Church of God, Dunn Loring, Virginia, the state office of the General Assembly Of The Church Of God In Illinois and to the Ministerial Council of the Church of God headquartered in Virginia.

[Bob Pickle](#)

(1000+

Member)

12/04/06 09:32
PM



Re: The Glenn Dryden and related Documents

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

Subject: blacksda.com POSTING

Date: Fri, 1 Dec 2006 19:42:46 -0500

From: Glenn Dryden

Greetings from Pastor Dryden,

I have taken the opportunity to read the postings at blacksda.com. Assuming you are the author of [the message to Dr. Thompson of 26 Nov 2006 11:07:44](#), I would like to commend you for the logic in your plea to him.

I think Dr. Thompson must be a good and well-intentioned man and I hope he will soon take heed to your logic.

Glenn Dryden

Life, Liberty and the pursuit of Happiness and in the absolute right of conscience. I will not live with the alternative without a fight. SO, the question frequently comes up...would you do it all again?

Well, I would certainly handle invoicing differently and would be dis-inclined to own a collection agency today, but other than that, given the same circumstances and given hindsight, YES, I WOULD PUT IT ALL ON THE LINE AGAIN, UNQUESTIONABLY, AND BE WILLING TO LOOSE IT ALL AGAIN, UNCONDITIONALLY.

I will forever stand for principal at any cost, and believe me when I say I have paid dearly. From that experience I have only my wife and family, praise the Lord, and many, many friends and business associates that we have helped to launch careers or beat back challenges to their lives and businesses. White Knight or greivous ogre, I would suppose it would depend on which side of the battles you were on!!!

Others would argue that we won the battles but lost the war... perhaps, but I would rather fight for principals and the right of conscience and loose than live with the alternative. If that disqualifies me from offering my experience and perspective to help victims of an unfair system in the sight of some, so be it, but I will always be available to help slay dragons and I will NEVER GIVE UP!!!

In summary, I have felt the sting of Justice and the comfort of Mercy. Justice makes one more human and understand the issue of accountability. It also makes you look hard at yourself and realize just how easy it is to be a "fallible human being" and how hard it is to earn the Mercy of humanity and how little we deserve the mercy of our Lord Jesus Christ. And in the end, I know what it is to be willing to give up everything we have worked so hard for, to stand for principals, albeit human principals, and how much more important it is to stand for the principals of righteousness within the Church of God. May every "fallible human being" learn the same lesson, is my prayer as we move forward to clean up any stench in the nostrils of the Lord!!!

Gailon Arthur Joy

[Bob Pickle](#)

(1000+ Member)

12/05/06 07:21 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

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

Subject: Re Gailons last email to me. "We got a problem"

Date: Thu, 23 Nov 2006 07:31:42 -0600

From: Danny Shelton

CC: Walt Thompson

Bob,

Gailon Joy does not respect my wishes to stop communicating with me as ASI is handling mine and Linda's situation. He sends me your groups discussion concerning

this situation. ASI has asked me to quit communications with him. I have asked him to stop. He continues to send "tell alls" on anyone who emails him, even his own supporters. Since you seem to be on his team, could you see that he abides by my following request.

Please don't continue to send me info as I have asked you not to communicate with me since ASI had agreed to hear mine and Linda's situation.

Save your emails to me. I already knew about you being a convicted embezzler and have more knowledge than you and your group would be comfortable with, of other personal and financial challenges that are open knowledge surrounding you.

Again, please don't bother to send me any more communications at this time. I would suggest that you send your communications to H. Lance.

Thanks Bob,

Danny

[Bob Pickle](#)

(1000+ Member)

12/05/06 07:35 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

Originally Posted By: Danny Shelton

I already knew about you being a convicted embezzler and have more knowledge than you and your group would be comfortable with, of other personal and financial challenges that are open knowledge surrounding you.

What is disturbing about the above statement is, How did Danny get that knowledge? Rather than answering questions and addressing allegations in a straightforward manner, has he instead resorted to digging up dirt about those who have concerns, and using that dirt to discredit them?

If that be the case, I wonder what he will dig up about me?

[Bob Pickle](#)

(1000+ Member)

12/05/06 07:37 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

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

Subject: Re: Gailons last email to me. "We got a problem"

Date: Thu, 23 Nov 2006 08:05:24 -0600

To: Danny Shelton

hasten the soon return of our Lord.

[Bob Pickle](#)

(1000+
Member)

12/05/06 08:07
AM



Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.

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

Subject: Re: Gailons last email to me. "We got a problem"

Date: Fri, 24 Nov 2006 08:26:23 -0600

From: Walt Thompson

CC: Danny Shelton

Dear Bob,

The allegations against Tommy were made about 30 years ago. They were reported to the proper authorities. No physical actions ever occurred. Tommy apologized to the kids and offered recompense. The DA said there was no case. No restrictions were ever imposed. Tommy is employed by 3abn with full board approval, knowing the facts. The author of a book, "These kind don't change, do they?" was interviewed on 3abn recently. You may wish to purchase that book and read it (The sad thing about this is that the ones who are loudest in spreading falsehood know this, yet continue to agitate and keep the fires burning.)

Jesus said, he that is without sin, let him cast the first stone. I would echo Jesus statements today. All of us at 3abn are human. All have sinned. But, thank God, He forgives and uses our fallings as stimulants to make us grow. 3ABN is in the work of healing broken people, but we too are still in a sense broken. Almost every employee has a record they would not be proud of. Yet, God takes great pleasure in accomplishing His purposes on earth by people just such as us. No where in the Bible are there examples of people who have fallen who have suffered the wrath of God who have confessed their sins and learned from their mistakes. Yet, for the past almost 3 years 3abn has been bombarded with lies and insinuations. Of course, we know where they come from, and we know that no one ever wins when he enters argument with the devil. Therefore, we have tried to let the Lord fight our battles. We have resisted the temptation to take on the battle ourselves and I am sure have sometimes said too much or too little, but never the less, know in our hearts that we have taken the high road in this battle. Attorneys that have looked at the evidence agree full heartedly. While not everyone may agree with the decisions we have made, we have continued to rejoice with the blessing of our Lord.

Yes, it is wearing. I can only thank God for giving Danny the strength of faith and health to hang on as he has done. I am sure it is only by God's amazing grace that this has occurred. And I must thank our faithful viewers and supporters who by their prayers of intercession have joined the powers of heaven in this battle.

You speak of the need for damage control. Please place yourself in Danny's shoes for just one day and try to imagine how you would respond. Then imagine being the

source of bombardment day after day, seemingly unendingly. It has not been easy. Danny is a fighter. Without his determination and resiliency, this ministry would have been taken down long ago. I have no doubt that God chose Danny for this task, recognizing that all of our greatest strengths are sometimes also our greatest weaknesses. Yes, I know he sometimes would be better off to keep quiet, let the Lord fight his battles and relax, but that is not always easy. Most of all is the difficulty of knowing when to speak and when to be silent. God told ancient Israel that they should wait upon the Lord and He would fight their battles, but I find it interesting that they still had to go into battle and fight - Gideon is the classic example. While God took the battle into His own hands, Israel was called to do it's part before God could do His thing. Rather than faulting Danny for his tendencies to defend himself, I find I must lift him up in prayer.

You propose to me "that folks who have a few questions would not be called 'accusers.'" This would ordinarily be true, but when in battle for long periods of time, even good soldiers sometimes develop shell shock. When "friends" turn out to be enemies over and over again, one soon "learns" that he can trust no one. A number of e mails and letters that I have written as private responses have appeared on the Internet forums, "spun" to fit the desire of the "friend" who placed them there.

Thanks for your interest,

walt
Walter Thompson MD

[Bob Pickle](#)

(1000+ Member)

12/05/06 08:10 AM



Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.

Notice very carefully that Walt acknowledges that there were allegations, and that something was done to children that had to be apologized for. But what happened and when it occurred is still not clear.

Since the above disagrees with the other side of the story, the question arises, what was the source of Walt's information?

[Bob Pickle](#)

(1000+ Member)

12/05/06 08:11 AM



Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.

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

Subject: Re: Gailons last email to me. "We got a problem"

Date: Fri, 24 Nov 2006 12:02:03 -0600

To: Walt Thompson

Thanks very much for your reply, Walt.

and sympathies are with you. I hope that all these issues can be resolved in a way that is as redemptive as possible, and I pray that God will give you an abundant portion of His wisdom that you may best know just exactly how to proceed.

God bless.

Bob

P.S. Whatever clarifications you can make that would explain the discrepancies between your statements about Tommy and the 2003 letter you received would be most appreciated, as I will add your information to the mix come Tuesday. And do let me know if you contacted any of the alleged victims, their families, or the licensing associations in arriving at the information you gave.

And if the Holy Spirit impresses you, please speak with Hal for me when an opportunity arises.

Blessings.

[Bob Pickle](#)

(1000+ Member)

12/05/06 08:36 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

Notice that before Dr. Thompson makes his startling admissions, I state quite clearly in paragraph three above,


Quote:

In other words, what I am trying to say is that your and my communications, which are attempting to resolve a publicly-aired and serious issue, for the good of the cause of God cannot be kept private.

[Bob Pickle](#)

(1000+ Member)

12/05/06 08:36 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

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

Subject: Re: Possible way to win 3ABN critics.

Date: Mon, 27 Nov 2006 09:04:53 -0600

From: Walt Thompson

Dear Bob,

Thank you for you attempt to understand my sensitivity and that of 3abn administratin and board. We believe we have acted responsibly and wisely, appropriate to the

circumstances. While one can always be criticized after the fact and without all of the evidence then available for consideration, often those same critics would have made similar judgments had they been there.

As I recall the events of 2003, I received a call from Brad Thorp from the General Conference telling me of Pastor Dryden's accusations. Brad appropriately told me that it was not his concern, and that it was ours to handle. As I recall, I contacted pastor Dryden and heard his side of the story following which I received the letter that is circulating. I was at 3abn at the time and spoke at length with Danny about the matter. He shared with me the details as he understood them. Whether or not I was aware of what generated the letter at that time, I do not remember. Based upon my understanding that Dryden had had a long standing feud with Tommy over factors unrelated to the above accusations, it did not seem indicated to approach the boys in question directly, having been informed that no case had ever been filed with the courts or legal disposition made. We then discussed the situation with the full board. Given the alleged events had occurred many years before, attempts had been made to make things right, and no legal action had been taken, we did not see any reason to pursue the issue further nor to follow through with his recommendations. In my reply to pastor Dryden I merely thanked him for fulfilling his obligation to us. (I will make this one further comment. Whereas there are many accusations on the Internet alleging that Danny cannot be trusted, I disagree. I have known Danny now since the beginning of the ministry. Now more than 23 years. I have been fully apprised of many of the difficulties that he has faced during that time. While Danny sees things from his perspective, as we all do, he is honest and trustworthy. I have found no reason to distrust his reports to me. Yes, there are occasions when after having spoken with both sides of an issue it has been a matter of he said vs she said, but in all situations where I could know the facts, Danny has proven true.)

Subsequently, after this issue has been brought back to the forefront (I think there is only one person who could have known about this and brought it to world wide attention, and that person was then on the board and voted with the consensus) I contacted the only person from the Church of God that I could find that knew about the situation, and who had been present and witness to the events. (Accept for pastor Dryden's personal accounts, there are apparently no other records of the allegations) The picture that was painted by that leader of the Church was exactly as portrayed earlier by Danny. Dryden was jealous of Tommy and was out to get him - a jealousy that has continued to the present. I was again informed that the DA knew about the allegations and not finding a basis, refused to act against Tommy. I have been informed that the Church of God is a congregational type or organization with different jurisdictions in different states and that there was no higher authority that I could speak with to resolve the issue further. It was not entirely clear to me how that worked. I was also told that one leader pestered Tommy over and over again until Tommy voluntarily gave up his ministerial license. These are the facts as I have been able to sort them out.

I will not comment regarding ***** except to say that good people sometimes see things from differing perspectives. We *****. We continue to have communication

with ***** and consider ***** a friend of 3ABN.

Since you have not described the other allegations against Danny, I am unable to know what you are referring and therefore unable to comment on them.

I hope this is helpful to you.

I would like to request that you not circulate this letter, but that you merely summarize and varify its contents.

Sincerely,

Walt

[Bob Pickle](#)

(1000+ Member)

12/05/06 08:38 AM

 **Re: Correspondence leading up to Dr. Thompson's admission of apparently being misled.**

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

To: Walt Thompson

Sent: Monday, November 27, 2006 1:47 PM

Subject: Re: Possible way to win 3ABN critics.

Hi Walt.

Thanks very much for your clarifications. In hindsight, we can always see how we maybe could have done it a little differently, and learn from that. That's just life.

I'll see what I can come up with regarding an alleged long standing feud between Dryden and Tommy, a feud unrelated to molestation.

How did you get the name of the leader at the Church of God that you spoke to? It would be interesting to know why that person's story differs so radically from that of the alleged victims. If I had to guess, I'd say that maybe they were of the faction in the split church that believed Tommy (a split caused by his allegedly not admitting to the accusations), and that they were not of the faction that sided with the alleged victims. If that be the case, and if you got the name of that person from Danny or Tommy, who certainly would have known who agreed with his version of things, it would explain why that was the person you just happened to talk to, and why you came up with a version of the situation that differs so widely from that of the alleged victims.

If this is how it all happened, if it is true that the allegations are more recent than 30 years and that Tommy did not apologize, then I personally would consider you to be a victim too, but of a different sort. And I think that is a very charitable way to look at it.

[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
1-2/30/02

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

	<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

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**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

EX 221

Ex. E

1300 Washington Square
100 Washington Avenue South
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**SIEGEL BRILL
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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.

Ex. F

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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**

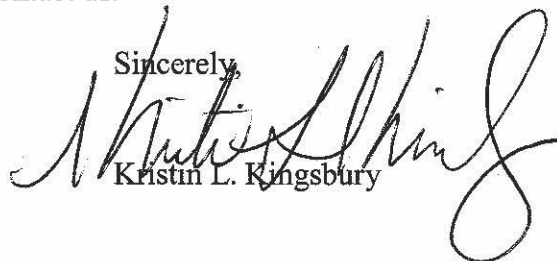
Dear Mr. Pickle:

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

EX 223

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

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.

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

Ex. C

**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*
CHARLES J. LILLIS*
CHARLES R. BAPPERT**
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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.”

EX 235

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

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*

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-collapse: collapse;"> <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,

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

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".

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:

"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

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

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@***>

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

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.

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?

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

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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*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 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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till heaven and earth pass away,
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pass from the law till all is fulfilled.
Whoever therefore breaks one 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. EE

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but whoever does and teaches them,
he shall be called great in the kingdom of heaven.
Matthew 5:18-19

papers are in binders, and his counsel asserted that the requested documents are in ten boxes. There thus is no undue burden.

4. Neither the Plaintiffs nor GHS/Lovejoy have asserted that the requested documents contain trade secrets.

5. The Plaintiffs on December 18, 2007, already sought by motion a protective order from the District of Massachusetts prohibiting the discovery of trade secret information, which prohibition was declined.

6. The same motion allowed for the discovery of confidential commercial information if a confidentiality order was in place, which order was granted. GHS/Lovejoy had already invoked that protection.

7. Federal and state statutes mandate that the tax returns of Three Angels Broadcasting Network, Inc. (hereafter "3ABN") be open to public inspection since it is a 501(c)(3) corporation. They are therefore not confidential.

8. The Plaintiffs have put at issue in the underlying controversy the question of whether 3ABN and Danny Lee Shelton (hereafter "Shelton") have violated the Internal Revenue Code. This requires access to Shelton's tax returns and the underlying data for the figures on those returns. Shelton has claimed to have falsified an entry on his 2003 federal return, and has claimed that he would do the same on his 2004 and 2005 returns.

9. The Plaintiffs have put at issue their finances in a number of other ways, including by maintaining that 3ABN has been financially conscientious for more than two decades, and by raising the question of whether Shelton's 2006 financial affidavit is accurate. The latter requires discovery pertaining to Shelton's royalties, publishing company assets, and mortgage payments.

10. Yet another way Shelton's finances are put at issue is the question of when he started preparing for divorce, as evidenced by his change of treatment of D & L Publishing

profits on his 2002 federal tax return.

11. 3ABN's financial statements are audited by GHS/Lovejoy, and the Plaintiffs have declared that they may use these financial statements and auditor's reports to support their claims and defenses. But the veracity of the figures in those statements is in doubt, and requires analysis of the underlying work papers by our audit and forensic accounting experts.

12. The contention that discovery must commence with a date of 2001 instead of 1998 is a fraud upon the court that has been successfully rebutted in the District of Minnesota.

13. Pursuant to the Federal Rules of Evidence, the Defendants intend to document the flow of funds, purchased services, and assets from 3ABN to Shelton from at least 1998 onward, and have provided a more than ample basis for doing so.

14. Allegations against the Plaintiffs of document fraud and document destruction necessitate adequate discovery to verify whatever documents the Plaintiffs belatedly produce.

15. The Defendants do not presently believe that the Plaintiffs are in possession of the auditor's work papers, which arguably constitute the bulk of the requested documents.

16. GHS/Lovejoy's untimely letter of April 3, 2008, did not assert accountant privilege, and Rule 45(c)(2)(B) objections must all be raised at once.

17. Illinois statutory accountant privilege does not protect tax returns or the work papers used in their preparation.

18. The Plaintiffs' chosen venue of Massachusetts has no accountant-client privilege.


19. Federal privilege law, not state privilege law, applies in the underlying case since it is based on the federal question of trademark disparagement. There is no accountant-client privilege in federal common law, and there is no federal statutory accountant-client privilege for a case of this sort.

WHEREFORE, Defendant Pickle prays the Court to compel GHS/Lovejoy to fully

comply with the Defendants' subpoena, to award the Defendants' reasonable expenses of filing this motion pursuant to Fed. R. Civ. P. 37(a)(5)(A), to award the Defendants' reasonable expenses of answering the untimely and grossly out of order objections raised by the Plaintiffs in their motion to quash, including reasonable travel expenses if a hearing is still deemed necessary, and to award whatever further relief to the Defendants that the Court deems just.

Respectfully submitted,

Dated: July 3, 2008


Robert Pickle, *pro se*
Halstad, MN 56548
Tel: (218) 456-2568
Fax: (206) 203-3751

FED. R. CIV. P. 37(a)(1) CERTIFICATION

I certify that the Defendants have extensively conferred with GHS/Lovejoy's counsel in good faith in an effort to obtain discovery without court action.

Dated: July 3, 2008


Bob Pickle

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

Three Angels Broadcasting Network, Inc.,)	
an Illinois non-profit corporation, and)	
Danny Lee Shelton, individually,)	Case No.: 4:08-mc-16-JPG
)	
Plaintiffs,)	
v.)	
)	
Gailon Arthur Joy and Robert Pickle,)	
)	
Defendants.)	

**DEFENDANT ROBERT PICKLE’S MEMORANDUM IN SUPPORT OF HIS MOTION
TO COMPEL AND HIS RESPONSE TO THE COURT’S ORDER TO SHOW CAUSE**

**I. THE COURT SHOULD ENFORCE RATHER THAN QUASH THE SUBPOENA
BECAUSE OBJECTIONS BASED ON UNDUE BURDEN WERE UNTIMELY**

A. Plaintiffs’ Motion to Quash Was Untimely

While Plaintiffs’ counsel repeatedly cited Fed. R. Civ. P. 45(c)(3)(A) as a basis for their motion, they omitted the words, “on timely motion” (Doc. 3 pp. 5, 7–8).

Courts have generally read “timely” to mean within the time set in the subpoena for compliance. *See United States ex. rel. Pogue v. Diabetes Treatment Centers of Am., Inc.*, 238 F.Supp.2d 270, 278 (D.D.C. 2002); *Innomed Labs, LLC v. Alza Corp.*, 211 F.R.D. 237, 240 (S.D.N.Y. 2002); *Merch. Antitrust Litig.*, 186 F.R.D. 344, 350 (W.D. Va. 1999).

The date for compliance on the subpoena served on behalf of both Defendants was April 17, 2008, and Alan Lovejoy (hereafter “Lovejoy”)/Gray Hunter Stenn LLP (hereafter “GHS”) did not show up at the date, time, and place specified. (Doc. 3-2 p. 5, Affidavit of Robert Pickle

Another area in which Shelton's personal finances are relevant is the question the Plaintiffs put at issue regarding whether Shelton began preparing for divorce in 2003. (Doc. 3-2 p. 23 at ¶ 50e). Shelton reported the income of D & L Publishing (hereafter "D&L") in 2001 as if it were a partnership with his then wife Linda Shelton, but in 2002 and 2003 as if it were a sole proprietorship. (Pickle Aff. ¶ 28, Ex. EE–GG). This suggests that by the time he filed his 2002 return in 2003 he was already planning for divorce, and further discovery is necessary to determine the extent to which Shelton altered his finances in 2003 or earlier.

C. 3ABN's Financial Statements and Auditor's Reports Put at Issue

The parties made their initial disclosures on August 3, 2007. The Defendants turned over thousands of Rule 26(a)(1) documents, but the Plaintiffs refused to turn over a single document until compelled by the court after a motion by Defendant Pickle filed on December 14, 2007. In the initial Rule 26(a)(1) documents served by the Plaintiffs on March 28, 2008, 3ABN's audited financial statements with accompanying auditor's reports are found for five years, indicating that the Plaintiffs intend to use these documents in the underlying litigation. (Pickle Aff. ¶ 29). The Defendants therefore need access to the work papers upon which those reports are based to verify the veracity of the financial statements and the auditor's reports.

GHS's auditing services are often cited by the Plaintiffs as evidence that the allegations against them must be false. (Pickle Aff. Ex. OO). Lovejoy as 3ABN's auditor was a key witness for 3ABN in its property tax case hearing of September 2002. (Pickle Aff. ¶¶ 31–33). Certain aspects of Lovejoy's testimony raise the question of whether Lovejoy assisted Shelton in concealing his profits, necessitating greater discovery to verify the veracity of the auditor's reports. (Pickle Aff. ¶ 34). 3ABN's attorney in the tax case hearing asserted that he imagined that the auditor's work papers could "come to the court," suggesting that there should be no objection to the discovery of those work papers. (Pickle Aff. Ex. QQ at p. 482).

Judge Rowe's decision of January 2004 in the property tax case determined that 3ABN operates as a Shelton family business with a view to profit, and that it had no records of items given away. (Pickle Aff. ¶ 31, Ex. PP). 3ABN's accounting methods then changed in dramatic ways, which greatly complicates discovery. From 2004 onward, 3ABN's sales of Shelton's books were now treated as items given away in exchange for donations instead of as sales of inventory offset by cost of goods sold. (Pickle Aff. Ex F (revenue of "Other sales" on p. 4, expense of "Cost of goods sold or given away - Other" on p. 12); Ex. G, (no revenue attributable to "Other sales" on p. 4, expense of "Cost of goods given away - Other" on p. 12)).

The Plaintiffs assert that the Defendants caused a decline in donations, a critical element of their case, and yet the figures on their financial statements for donations, which include sales revenue, are unreliable. Additional discovery must ascertain what the figures really should be.

VI. THE COURT SHOULD ENFORCE RATHER THAN QUASH THE SUBPOENA BECAUSE 1998 IS AN APPROPRIATE COMMENCEMENT DATE

While the "burden of proving that a subpoena is oppressive is on the party moving to quash" (*see Northrop Corp. v. McDonnell Douglas Corp.*, 751 F.2d 395, 399 n. 5 (D.C.Cir. 1984)), the Plaintiffs instead claim that the subpoena is overly broad on its face because it seeks records going back to 1998 rather than to 2001, even though their complaint contains factual allegations going back more than two decades and nowhere limits issues to just 2001 onwards. (Doc. 3 p. 8; 3-2 pp. 9-29). But such a contention that documents from 1998 are irrelevant is a glaring and brazen fraud upon the court, since this assertion has already been successfully rebutted in the District of Minnesota. (Pickle Aff. Ex. UU).

Rather than engaging in a fishing expedition, the Defendants intend to document pursuant to the Federal Rules of Evidence a pattern of instances where 3ABN's funds, purchased services, and assets flowed from 3ABN to Shelton or his relatives since at least 1998. They have more than an ample basis for doing so pursuant to Fed. R. Civ. P. 26(b)(1). Besides what has already

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.

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 though 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. (ln. 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).

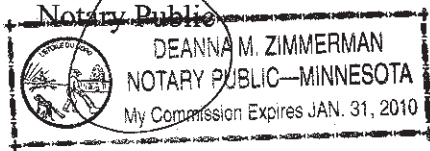
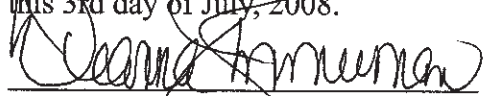
FURTHER DEPONENT TESTIFIES NOT.

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.

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,

A handwritten signature in black ink that reads "Bob Pickle". The signature is written in a cursive, slightly slanted style.

Bob Pickle, *pro se*

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,

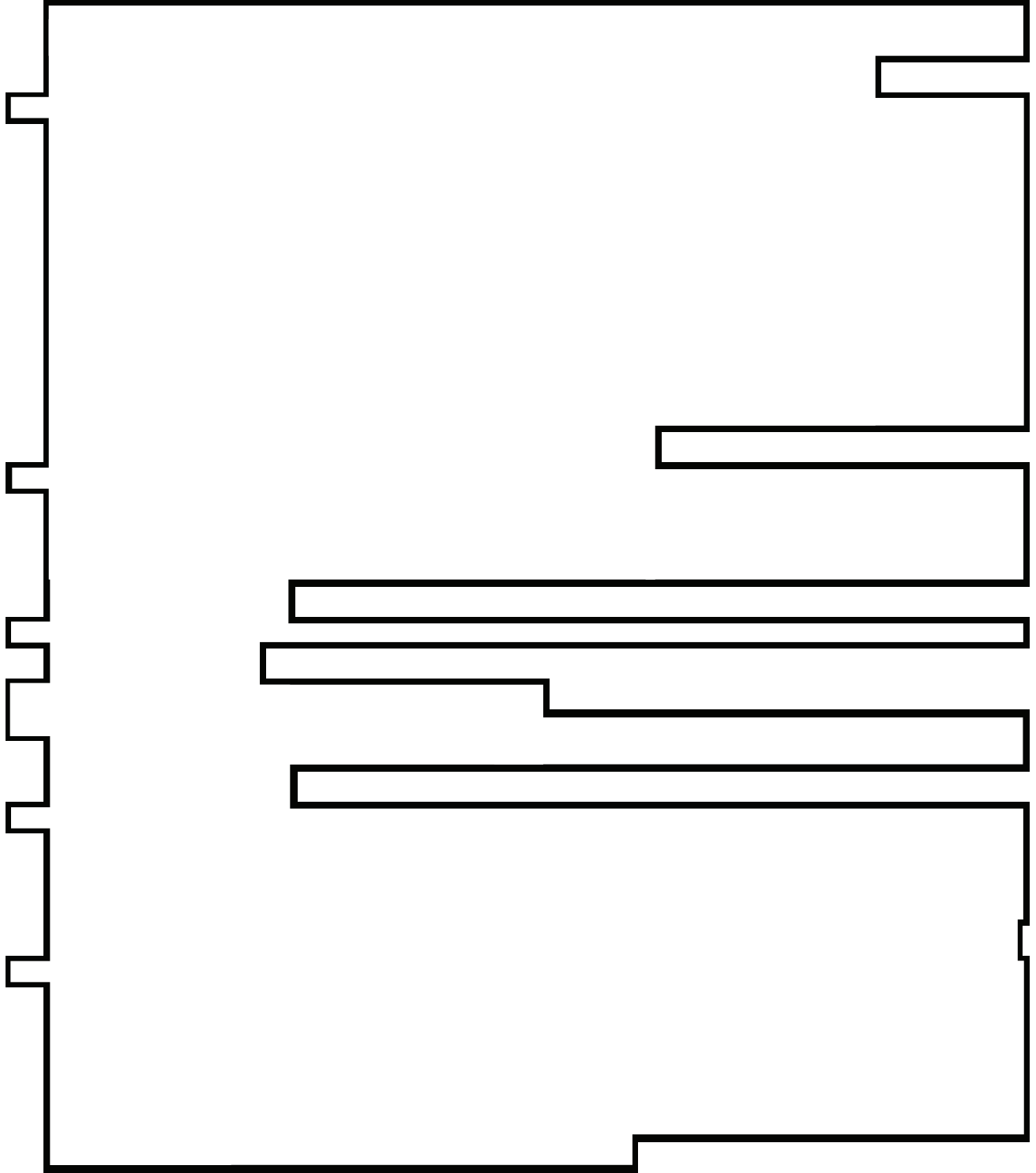
I am writing to you with a very heavy heart, but after our recent conversation and my confirmation that the IRS investigation of 3ABN is of a criminal nature I feel I must sever the volunteer relationship I had with 3ABN. It has been just over a year since I was invited to attend 3ABN's 2007 Annual Day 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:

EX 276



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
Max Trevino, Director
Danny Shelton, Director
Stan Smith, Director
Mollie Steenson, Director
Larry Welch, Director
May Chung, Director
Kenneth Denslow, Director
Carmelita Troy, Director
Leonard Westphal, Director
Merlin Fjarli, Director
Bill Hulsey, Director
Garwin McNeilus, Director
Ellsworth McKee, Director
Wintley Phipps, Director
Jim Gilley, Director
Larry Romrell, Director

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.

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.

EX 281

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

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

EX 283

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

Ex. DD

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.)

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.

II. PARTIES AND CHILDREN

HUSBAND

Name: Danny L. Shelton
 Address: [REDACTED]
 Soc. Sec. #: xxx-xx-9955
 Date of Birth: [REDACTED]/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	\$ _____

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	\$ _____

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

Form 990-PF (2005)

FJARLI FOUNDATION

6466

Page 2

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only (See instructions)			
		Beginning of year	End of year		
		(a) Book Value	(b) Book Value	(c) Fair Market Value	
Assets	1	Cash—non-interest-bearing			
	2	Savings and temporary cash investments	113,986	55,533	55,533
	3	Accounts receivable			
		Less: allowance for doubtful accounts	0	0	0
	4	Pledges receivable			
		Less: allowance for doubtful accounts	0	0	0
	5	Grants receivable			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see page 15 of the instructions)	0	0	0
	7	Other notes and loans receivable (attach schedule)	150,000		
		Less: allowance for doubtful accounts	0		
	8	Inventories for sale or use			
	9	Prepaid expenses and deferred charges			
	10 a	Investments—U.S. and state government obligations (attach schedule)	0	0	0
	b	Investments—corporate stock (attach schedule)	0	0	0
	c	Investments—corporate bonds (attach schedule)	0	0	0
	11	Investments—land, buildings, and equipment: basis	0		
	Less: accumulated depreciation (attach schedule)	0	0	0	
12	Investments—mortgage loans				
13	Investments—other (attach schedule)	0	0	0	
14	Land, buildings, and equipment: basis	0			
	Less: accumulated depreciation (attach schedule)	0	0	0	
15	Other assets (describe)	0	0	0	
16	Total assets (to be completed by all filers—see page 16 of the instructions. Also, see page 1, item I)	313,986	205,533	205,533	
Liabilities	17	Accounts payable and accrued expenses			
	18	Grants payable			
	19	Deferred revenue			
	20	Loans from officers, directors, trustees, and other disqualified persons	0	0	
	21	Mortgages and other notes payable (attach schedule)	0	0	
	22	Other liabilities (describe)	0	0	
23	Total liabilities (add lines 17 through 22)	0	0		
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 24 through 26 and lines 30 and 31.				
	24	Unrestricted	313,986	205,533	
	25	Temporarily restricted			
	26	Permanently restricted			
	Organizations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 27 through 31.				
	27	Capital stock, trust principal, or current funds			
	28	Paid-in or capital surplus, or land, bldg., and equipment fund			
	29	Retained earnings, accumulated income, endowment, or other funds			
30	Total net assets or fund balances (see page 17 of the instructions)	313,986	205,533		
31	Total liabilities and net assets/fund balances (see page 17 of the instructions)	313,986	205,533		

Part III Analysis of Changes in Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	313,986
2	Enter amount from Part I, line 27a	2	-108,453
3	Other increases not included in line 2 (itemize)	3	
4	Add lines 1, 2, and 3	4	205,533
5	Decreases not included in line 2 (itemize)	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30	6	205,533

Form 990-PF (2008)

FJARLI FOUNDATION

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Page 2

Part II Balance Sheets		Attached schedules and amounts in the description column should be for end-of-year amounts only. (See instructions.)			
		Beginning of year (a) Book Value	End of year (b) Book Value (c) Fair Market Value		
Assets	1	Cash—non-interest-bearing			
	2	Savings and temporary cash investments	55,533	217,626	217,626
	3	Accounts receivable	0		
		Less: allowance for doubtful accounts	0	0	0
	4	Pledges receivable	0		
		Less: allowance for doubtful accounts	0	0	0
	5	Grants receivable			
	6	Receivables due from officers, directors, trustees, and other disqualified persons (attach schedule) (see page 16 of the instructions)	0	0	0
	7	Other notes and loans receivable (attach schedule)	0		
		Less: allowance for doubtful accounts	150,000	0	0
	8	Inventories for sale or use			
	9	Prepaid expenses and deferred charges			
	10 a	Investments—U.S. and state government obligations (attach schedule)	0	0	0
	b	Investments—corporate stock (attach schedule)	0	0	0
	c	Investments—corporate bonds (attach schedule)	0	0	0
	11	Investments—land, buildings, and equipment: basis	0		
	Less: accumulated depreciation (attach schedule)	0	0	0	
12	Investments—mortgage loans				
13	Investments—other (attach schedule)	0	0	0	
14	Land, buildings, and equipment: basis	0			
	Less: accumulated depreciation (attach schedule)	0	0	0	
15	Other assets (describe)	0	0	0	
16	Total assets (to be completed by all filers—see page 17 of the instructions. Also, see page 1, item I)	205,533	217,626	217,626	
Liabilities	17	Accounts payable and accrued expenses			
	18	Grants payable			
	19	Deferred revenue			
	20	Loans from officers, directors, trustees, and other disqualified persons	0	0	
	21	Mortgages and other notes payable (attach schedule)	0	0	
22	Other liabilities (describe)	0	0		
23	Total liabilities (add lines 17 through 22)	0	0		
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 24 through 26 and lines 30 and 31.				
	24	Unrestricted	205,533	217,626	
	25	Temporarily restricted			
	26	Permanently restricted			
	Foundations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 27 through 31.				
	27	Capital stock, trust principal, or current funds			
	28	Paid-in or capital surplus, or land, bldg., and equipment fund			
29	Retained earnings, accumulated income, endowment, or other funds				
30	Total net assets or fund balances (see page 18 of the instructions)	205,533	217,626		
31	Total liabilities and net assets/fund balances (see page 18 of the instructions)	205,533	217,626		

Part III Analysis of Changes in Net Assets or Fund Balances

1	Total net assets or fund balances at beginning of year—Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	205,533
2	Enter amount from Part I, line 27a	2	12,093
3	Other increases not included in line 2 (itemize)	3	
4	Add lines 1, 2, and 3	4	217,626
5	Decreases not included in line 2 (itemize)	5	
6	Total net assets or fund balances at end of year (line 4 minus line 5)—Part II, column (b), line 30	6	217,626

Form 990-PF (2008)

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

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.

000470

[470] EX 295

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 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.

000480

[480] EX 297

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

000481

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

000482

[482] EX 299

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

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
EX 301

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. FFF

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

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

|

Ex. P

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
May 28, 2008

Jerrie M. Hayes
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Dear Ms. Hayes:

This is in response to your letter of May 27, 2008. We will plan on conferring at 4 pm on Thursday, May 29, 2008, but we must convey to you the following clarifications of our positions.

First, my correspondence was DATED May 16, 2008, and was emailed and faxed to you that same day, as well as mailed.

Did your fax machine mess up the date on the letter? If so, you should get it fixed.

Second, we are happy to discuss whatever concerns or wishes the plaintiffs may have as to preserving the confidentiality of the confidential information in the Nick Miller items in their Rule 26(a)(1) materials. However, we must point out that such conferring should have occurred prior to the end of the seven-day period after we notified you of our intent to use that material.

Third, you will recall your reply of May 9, 2008, to my request of that same day that we be provided a list of which documents the plaintiffs consider relevant and irrelevant. Your reply stated that such a document could be prepared by May 20, which I did not feel acceptable. Now in your communication of yesterday, May 27, we are left with the impression that we will not have the full picture of the plaintiffs' views of what is relevant and what is not until July 11, more than seven months after my Requests to Produce were first served. This is unacceptable and demonstrates that either you or the plaintiffs are still playing games.

Furthermore, your proposed schedule resurrects the old questions of privilege and donor information. It gives us no assurance that we will have access to the donor-identifying information on an accompanying confidential list, and fails to explain what privileges the plaintiffs plan on invoking.

By the way, where is the plaintiffs' motion to extend discovery if they don't intend to provide a privilege log until July 11?

However, if the plaintiffs are serious about stipulating to the terms in the motion to compel, conferring on this topic would be valuable. For the sake of efficiency, I suggest that the plaintiffs be available to participate in the conference.

EX 307

UAO88 (Rev. 1/94) Subpoena in a Civil Case

**Issued by the
UNITED STATES DISTRICT COURT**

DISTRICT OF UTAH

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

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

SUBPOENA IN A CIVIL CASE

Case Number: ¹
(District of Utah)

TO: Keeper of Records
Bluehost Inc.
1215 N. Research Way
Orem, UT 84097

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
Garcia and Love Reporting, 257 East 200 South, Suite 300, Salt Lake City, Utah 84111	March 17, 2008, 9:30 a.m.

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 Attached Schedule A.

PLACE	DATE AND TIME
Garcia and Love Reporting	March 17, 2008, 9:30 a.m.

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>Jerrie M. Hayes</i> Attorney for Plaintiff	March 4, 2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Jerrie M. Hayes, Esq. Siegel, Brill, Greupner, Duffy & Foster, P.A. 100 Washington Ave. So., Ste. 1300 Minneapolis, MN 55401 (612) 337-6142

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

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

PROOF OF SERVICE

	DATE	PLACE
SERVED		
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
		ADDRESS OF SERVER



- 1) All access logs, both administrative and public, if maintained separately, from the website www.AdventTalk.com.
- 2) All identifying information, including registration information and IP addresses, in your possession, custody or control, for the following posters to the website www.AdventTalk.com (the dates, times and posting thread of a recent post by each poster is included to assist in isolating and identifying the poster):

POSTER NAME/ HANDLE	THREAD TITLE	POST DATE	POST TIME
childoftheking	Why lie?	2/10/08	
Chrissie	Why lie?	2/10/08	10:41:55 AM
Inga	Why lie?	2/22/08	10:42:21 AM
Artiste	Sheltonism: How Can We Ensure That It Won't Happen Again?	2/14/08	4:41:06 PM
sonshineonme	Sheltonism: How Can We Ensure That It Won't Happen Again?	2/15/08	7:46:30 PM
Daryl Fawcett	Re: The Unauthorized History of 3ABN Continues	1/22/08	8:56:44 AM
Sister	Re: The Unauthorized History of 3ABN Continues	1/23/08	7:46:38 PM
Johann	Re: The Unauthorized History of 3ABN Continues	1/30/08	9:51:09 PM
Ozzie	Re: The Unauthorized History of 3ABN Continues	2/15/08	11:37:10 PM
Gregory	Re: The Unauthorized History of 3ABN Continues	2/16/08	8:10:49 AM
Snoopy	Re: 3ABN Annual Membership Meeting and First Board Meeting of 2008	1/24/08	8:29:15 PM
SoulEspresso	Re: 3ABN Annual Membership Meeting and First Board Meeting of 2008	1/24/08	9:08:39 PM
Bonnie	Re: What's Happening With the Lawsuit?	2/10/08	1:17:30 PM
Fran	Re: Linda Shelton: Show me the irrefutable evidence	2/18/08	1:08:02 PM

OAO88 (Rev. 1/94) Subpoena in a Civil Case	
Issued by the	
UNITED STATES DISTRICT COURT	
DISTRICT OF NEBRASKA	
Three Angels Broadcasting Network, Inc., an Illinois non-profit corporation, and Danny Lee Shelton, individually, <p style="text-align: center;">Plaintiffs,</p> v. Gailon Arthur Joy and Robert Pickle, <p style="text-align: center;">Defendants.</p>	SUBPOENA IN A CIVIL CASE
	Case Number: ¹ 07-40098 FDS (District of Massachusetts)
TO:	Calvin Eakins 17745 Dorcas Circle Omaha, NE 68130
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
<input checked="" type="checkbox"/> 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
Thomas & Thomas Court Reporters 3861 Farnam Street, Omaha, NE 68131	June 6, 2008, 9:00 a.m.
<input checked="" type="checkbox"/> 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 Attached Schedule A.	
PLACE	DATE AND TIME
Siegel, Brill, Greupner, Duffy & Foster, P.A., Attn: Jerrie M. Hayes 100 Washington Ave S., Suite 1300, Minneapolis, MN 55401	May 30, 2008, 9:00 a.m.

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
 Attorney for Plaintiff	May 13, 2008

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Jerrie M. Hayes, Esq. Siegel, Brill, Greupner, Duffy & Foster, P.A. 100 Washington Ave. So., Ste. 1300 Minneapolis, MN 55401 (612) 337-6142

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

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

PROOF OF SERVICE

SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
	ADDRESS OF SERVER	

SCHEDULE A

- 1) All access logs from the website www.BlackSDA.com, which is registered to and operated by you, for all threads related to 3ABN (Three Angels Broadcasting, Inc.)
- 2) All identifying information, including registration information and IP addresses for the following posters to the website www.BlackSDA.com (the dates, times and posting thread of a recent post by each poster is included to assist in isolating and identifying the poster):

POSTER NAME/ HANDLE	BlackSDA Member No.	THREAD TITLE	POST #	POSTING DATE	POSTING TIME
husbandoftheyear	2,078	Save 3abn Website, site registered to Gailon Joy	7	1/13/07	11:18 A.M.
watchbird	1,712	The 3abn Massachusetts Lawsuit Poll	3	1/27/07	5:32 P.M.
Erik	2,782	Rumors, Lies & False Accusations Travel with Joy	221	2/26/08	2:28 P.M.
LaurenceD	3,035	Rumors, Lies & False Accusations Travel with Joy	220	2/26/08	2:20 P.M.
Sonshineonme	1,709	Rumors, Lies & False Accusations Travel with Joy	217	2/26/08	11:58 A.M.
Observer	1,664	Rumors, Lies & False Accusations Travel with Joy	202	2/26/08	5:02 A.M.
Pickle	1,960	Rumors, Lies & False Accusations Travel with Joy	197	2/25/08	11:18 P.M.
justice4jesus	4,268	Rumors, Lies & False Accusations Travel with Joy	184	2/25/08	12:42 P.M.
Sister	762	Rumors, Lies & False Accusations Travel with Joy	172	2/25/08	5:03 A.M.
Richard Sherwin	2,753	Rumors, Lies & False Accusations Travel with Joy	153	2/24/08	4:59 P.M.
ex3ABNemployee	2,722	Rumors, Lies & False Accusations Travel with Joy	123	2/23/08	9:28 P.M.
Snoopy	2,808	Rumors, Lies & False Accusations Travel with Joy	134	2/24/08	12:47 A.M.
Johann	686	An Unauthorized History of 3ABN continues	380	2/20/08	10:43 P.M.
Fran	529	The Lawsuit Continues	207	2/13/08	8:49 P.M.
Lurker	676	Jim Gilley Takes Over As President	442	2/21/08	8:53 A.M.
Princessdi	47	Rumors, Lies & False Accusations Travel with Joy	181	2/25/08	12:16 P.M.

- 3) All e-mails, letters or other documents sent to you by any of the following individuals or sent by you to any of the following individuals:

Gailon Arthur Joy

Robert Pickle
Linda Shelton
Darryl Fawcett
Johann Thorvaldsson

4) All e-mails, letters or other documents sent to you by any of the following posters to the website www.BlackSDA.com or sent by you to any of the following posters to the website www.BlackSDA.com:

Erik
LaurenceD
sonshineonme
Observer
Pickle
justice4jesus
sister
Richard Sherwin
ex3ABNemployee
Snoopy
Johann
Fran
lurker
princessdi



that mention, discuss, refer or relate to Three Angels Broadcasting Network, Inc., Danny Shelton, Tommy Shelton, Linda Shelton, the lawsuit *Three Angels Broadcasting, Inc. and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle* (District of Massachusetts), the bankruptcy of Gailon Arthur Joy (District of Massachusetts), the dissolution of the marriage of Danny Lee and Linda Shelton, the 3ABN discussion forum on the BlackSDA.com website, or any of the 3ABN discussion threads on the BlackSDA.com website, or that mention, discuss, refer or relate to the identity of the above-listed posters.

OA088 (Rev. 1/94) Subpoena in a Civil Case

**Issued by the
UNITED STATES DISTRICT COURT**

DISTRICT OF CENTRAL
ILLINOIS

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

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

SUBPOENA IN A CIVIL CASE

Case Number:¹ 07-40098 FDS
(District of Massachusetts)

TO: Linda Shelton
2125 Renwick Dr.
Springfield, IL 62704

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
Advantage Reporting Service 118 West Edwards, Suite 101 Springfield, IL 62704	June 2, 2008, 9:00 a.m.

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 Attached Schedule A.

PLACE	DATE AND TIME
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Advantage Reporting Service 118 West Edwards, Suite 101 Springfield, IL 62704	June 2, 2008, 9:00 a.m.
--	--------------------------------

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) Attorney for Plaintiff	DATE April 29, 2008
---	------------------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Jerrie M. Hayes, Esq. Siegel, Brill, Greupner, Duffy & Foster, P.A. 100 Washington Ave. So., Ste. 1300 Minneapolis, MN 55401 (612) 337-6142

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

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

PROOF OF SERVICE

	DATE	PLACE
SERVED		
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
	ADDRESS OF SERVER	

SCHEDULE A

1) A physical or electronic copy of any and all correspondence (including email) that you have sent to any person, or that you have received from any person, since January 1, 2005, which references, discusses, refers to, or mentions any of the following:

- a) Three Angels Broadcasting Network, Inc. ("3ABN");
- b) Your termination of employment from 3ABN or your Separation Agreement with 3ABN, dated by you June 4, 2005;
- c) Any past or present 3ABN Board Member, including but not limited to Danny Lee Shelton, Nick Miller, Walt Thompson, and Mae Chung;
- d) Any past or present 3ABN employee (paid or volunteer), including but not limited to Mollie Steenson, Hal Steenson, Larry Ewing, Tammy Larson, Tammy Chance, Brenda Walsh, and Tommy Lee Shelton;
- e) Any past or present donors or financial supporters of 3ABN;
- f) Any of the following internet websites:
 - Save3ABN.com
 - Save3ABN.org
 - Save-3ABN.com
 - Save-3ABN.org
 - BlackSDA.com
 - Maritime-SDA-Online.org
 - AdventTalk.com; or
- g) Any litigation involving Three Angels Broadcasting Network, Inc., Danny Lee Shelton, Gailon Arthur Joy, or Robert Pickle.



2) A physical copy of any and all documents (including but not limited to email, correspondence, memorandum, notes, summaries, photographs, audio or visual recordings, records, and files) that have been produced, provided or supplied by you to any of the following individuals since January 1, 2005 or that have been produced, provided or supplied to you by any of the following individuals since January 1, 2005:

- a) Gailon Arthur Joy, or any person acting as his representative or agent
- b) Robert Pickle, or any person acting as his representative or agent
- c) Johann Thorvaldsson, or any person acting as his representative or agent
- d) Darryl Fawcett, or any person acting as his representative or agent
- e) Nick Miller, or any person acting as his representative or agent
- f) Laird Heal, or any person acting as his representative or agent
- g) Dr. Arild Abrahamsen, or any person acting as his representative or agent

3) A physical or electronic copy of any and all postings you have made, under any nickname, "handle" or other manner of identification, to any of the following internet websites:

- BlackSDA.com
- Maritime-SDA-Online.org
- AdventTalk.com
- ChristianForums.com
- Save3ABN.com
- Save3ABN.org

Ex. V**Earliest Creation Dates for Files on Save-3ABN.com**

Using the earliest of the three system timestamps for the files on Save-3ABN.com, this page calculates the earliest time that that file could have been created by on the server.

These dates only relate to when the file in question was created, not to when it was published so that the public could view it.

Title & URL	Earliest Calculated Creation Time
tribute-to-tommy-shelton-240x180-102k.wmv	01/10/07 21:19:12
tribute-to-tommy-shelton-320x240-273k.wmv	01/10/07 21:50:57
tribute-to-tommy-shelton-160x120-24k.wmv	01/10/07 22:21:31
Tribute to Alleged Pedophile Tommy Shelton	01/15/07 17:28:47
Save 3ABN (Three Angels Broadcasting Network)	01/15/07 18:12:32
counter.png	01/15/07 18:12:34
glenn-dryden-to-d-michael-riva-june-2003-excerpt.gif	01/16/07 08:56:55
ezra-lights.gif	01/16/07 08:56:57
pastor-glenn-dryden.gif	01/16/07 08:56:58
glenn-dryden-to-walter-thompson-may-2003-a.gif	01/16/07 08:57:00
2003-dryden-letter-mail-receipt.gif	01/16/07 08:57:01
d-michael-riva-to-glenn-dryden-june-2003-b.gif	01/16/07 08:57:03
d-michael-riva-to-glenn-dryden-june-2003-a.gif	01/16/07 08:57:04
roger-clem-to-tommy-shelton-2004-b.gif	01/16/07 08:57:06
cog-letterhead-flame.gif	01/16/07 08:57:07
george-newton.gif	01/16/07 08:57:08
1985-il-cog-letter.gif	01/16/07 08:57:21
Tommy Shelton's "Confession" to One of His Victims	01/16/07 08:58:41
New Year's Eve Tribute to Tommy Shelton	01/16/07 08:58:42
Tommy Shelton's "Confession" Critiqued by a Child Molestation Victim	01/16/07 08:58:43
Pastor Glenn Dryden's June 2003 Reply to 3ABN Attorney D. Michael Riva	01/16/07 08:58:44
Mike Riva's Threatening Reply to Pastor Glenn Dryden	01/16/07 08:58:45
Tommy Shelton Alleged Victim: Brad Dunning	01/16/07 08:58:46
3ABN's Tribute to Alleged Pedophile Tommy Shelton	01/16/07 08:58:47
Tommy Shelton Alleged Victim: Duane Clem: His Statement	01/24/07 08:57:42
Tommy Shelton Alleged Victim: Duane Clem: His Apology	01/24/07 08:57:43
Tommy Shelton Alleged Victim: Duane Clem: Background	01/24/07 08:57:44
Tommy Shelton Alleged Victim: Roger Clem	01/24/07 22:12:34
Tommy Shelton's Ordination Suspended for Sexual Misconduct	01/25/07 15:31:36
Mike Riva's Threat to the Dunn Loring Congregation	01/25/07 15:31:50
Scott Clem on Tommy Shelton's Alleged Health Problems	01/25/07 15:31:53
Scott Clem Expresses His Deep Concern over the Future of 3ABN	01/25/07 15:31:54
Scott Clem on Mike Riva's Latest Threat	01/25/07 15:31:55
_footer_text.gif	01/25/07 16:05:07

Contact Us	01/25/07 16:05:15
New Allegations in Virginia	01/25/07 16:49:49
Broken-Hearted Mother #1	01/25/07 21:46:02
Danny Shelton's Grand Smokescreen Scheme	01/28/07 15:34:55
Lee Defends Danny's Cover Up of the Tommy Shelton Child Molestation Allegations	01/28/07 16:13:14
The Apologists of Danny Shelton et. al.	01/28/07 16:13:15
spacer.gif	01/28/07 18:03:56
Steps Toward ASI Panel Review Negotiations: #2	01/28/07 21:15:54
Steps Toward ASI Panel Review Negotiations: #1	01/28/07 21:15:55
Steps Toward ASI Panel Review Negotiations: #4	01/29/07 07:38:49
Duane Clem Fired for "Bad Attitude" (a.k.a. Being a Whistle Blower)	01/29/07 21:42:17
Financial Allegations Against Danny Shelton	01/30/07 04:33:19
Danny Shelton's Correspondence with Pastor Johann Thorvaldsson	01/30/07 06:38:11
Gailon Arthur Joy Unknown? Not True!	01/30/07 09:54:21
Danny Shelton's Grand Smokescreen Scheme	01/30/07 09:54:39
I Finally Admitted My Guilt!	01/30/07 12:43:00
3ABN's 2004 Form 990	01/30/07 20:52:07
3ABN's 2005 Form 990	01/30/07 20:52:41
3ABN's 2003 Form 990	01/30/07 20:53:07
Bystander Says, "Linda Is Crazy like a Fox"	02/01/07 04:32:31
wave.gif	02/01/07 04:35:01
blink.gif	02/01/07 04:57:38
Bystander Admits, "3ABN Knew These Guys Were Convicted Sex Offenders"	02/01/07 11:43:12
judy-woods-sig.gif	02/01/07 16:40:59
Judy Woods: "I Was There"	02/01/07 17:17:53
judy-woods-jan-18-2007-3.gif	02/01/07 17:18:49
judy-woods-jan-18-2007-2.gif	02/01/07 17:18:51
judy-woods-jan-18-2007-1.gif	02/01/07 17:18:52
yes.gif	02/01/07 17:19:21
Gailon Joy to Gerry Spence: "Can You Suggest a Law Firm?"	02/02/07 10:56:03
Gerald Duffy to Gailon Joy: "Cease & Desist!"	02/02/07 12:16:34
gerald-duffy-to-gailon-joy-1-30-07-b.gif	02/02/07 12:18:16
gerald-duffy-to-gailon-joy-1-30-07-c.gif	02/02/07 12:18:18
gerald-duffy-to-gailon-joy-1-30-07-a.gif	02/02/07 12:18:20
gerald-duffy-sig.gif	02/02/07 14:32:03
Gailon Joy to Gerry Spence: "Can You Suggest a Law Firm?"	02/02/07 16:30:40
Document Entitled "Procedural Suggestions" Sent Out on October 31, 2006	02/03/07 21:06:53
Mable Dunbar Speaks Out	02/05/07 06:09:51
3ABN's 2001 Form 990	02/05/07 15:22:36
Broken-Hearted Mother #2	02/05/07 20:12:04
Round One: Gailon Joy: "Proposed Foundation for Hearings Regarding 3ABN"	02/05/07 20:54:01
The Confidentiality Agreement Harold Lance Required	02/05/07 20:54:03
Round One: Gregory Matthews	02/05/07 20:54:05

Round One: Bob Pickle	02/05/07 20:54:07
Round One: Proposed Document Edited by GW	02/05/07 20:54:08
charlotte-hopper-sig.gif	02/05/07 21:42:52
tommy-shelton-victims-family-mom-2-c.gif	02/05/07 21:42:53
tommy-shelton-victims-family-mom-2-b.gif	02/05/07 21:42:54
tommy-shelton-victims-family-mom-2-a.gif	02/05/07 21:42:57
Eyewitness Account: Sherry Avery	02/06/07 10:04:56
Round Two: Gailon Joy Seeks Answers	02/06/07 11:24:49
Round Two: Gregory Matthews	02/06/07 11:24:52
Round Two: Gailon Joy	02/06/07 11:24:53
Round Two: Harold Lance	02/06/07 11:24:54
sherry-avery-eyewitness-d.gif	02/06/07 11:26:25
sherry-avery-eyewitness-b.gif	02/06/07 11:26:26
sherry-avery-eyewitness-a.gif	02/06/07 11:26:29
sherry-avery-eyewitness-c.gif	02/06/07 11:26:30
JW Shares from Her Own Experience	02/06/07 12:02:38
letters-of-support-jw-1.gif	02/06/07 12:05:45
illinois-title-status.gif	02/06/07 16:11:33
2003-toyota-sequoia-title-800.jpg	02/06/07 16:11:35
2003-toyota-sequoia-title-400.jpg	02/06/07 16:11:45
lindas-payment-history-5.gif	02/06/07 19:07:50
lindas-payment-history-4.gif	02/06/07 19:07:52
lindas-payment-history-3.gif	02/06/07 19:07:53
lindas-payment-history-1.gif	02/06/07 19:07:54
lindas-payment-history-2.gif	02/06/07 19:07:58
"Danny Shelton Paid Off Linda's Car"	02/06/07 19:12:06
Duane Clem Fired for "Bad Attitude" (a.k.a. Being a Whistle Blower)	02/06/07 19:12:07
Round Three: Bob Pickle	02/06/07 20:43:25
Round Three: Gailon Arthur Joy	02/06/07 20:43:26
Round Three: Gregory Matthews	02/06/07 20:43:27
Round Three: Harold Lance	02/06/07 20:43:30
sherry-avery-sig-b.gif	02/06/07 21:40:41
sherry-avery-sig-a.gif	02/06/07 21:40:42
lindas-payment-history-2-500.gif	02/07/07 10:51:11
lindas-payment-history-1-500.gif	02/07/07 10:51:12
"Danny Shelton Paid Off Linda's Car"	02/07/07 10:51:32
illinois-title-status-500.gif	02/07/07 12:39:21
"Walt, 3ABN Needs Better Damage Control"	02/07/07 18:45:11
Danny Shelton Evades and Stonewalls	02/07/07 18:45:12
Gailon Joy Responds to Danny Shelton's Accusations That He Is an Embezzler	02/07/07 18:45:13
Walt Thompson Confesses, "Danny Told Me That"	02/07/07 22:24:55
Bosley Medical v. Michael Steven Kremer	02/08/07 14:03:57
Pastor Glenn Dryden Lends His Moral Support	02/08/07 17:11:27

An Appeal to 3ABN President Danny Shelton	02/09/07 16:09:08
Yet Another Verification Attempt	02/09/07 16:09:09
Reply to Danny Shelton's Evasive Reply	02/09/07 16:09:10
Danny Shelton Stonewalls Again	02/09/07 16:09:11
Verification Attempt #2	02/09/07 16:09:12
Verification Attempt #1	02/09/07 16:09:13
Steps Toward ASI Panel Review Negotiations: #3	02/09/07 16:31:18
Answers to Danny Shelton's Defiant Reply	02/10/07 20:58:41
The ASI Tribunal: In Limbo	02/11/07 11:56:42
06-8-10-topical-320x240-300k.wmv	02/14/07 10:04:45
06-8-10-chronological-160x120-24k.wmv	02/14/07 10:34:11
06-8-10-chronological-240x180-102k.wmv	02/14/07 10:36:19
06-8-10-topical-160x120-24k.wmv	02/14/07 10:44:51
06-8-10-topical-240x180-102k.wmv	02/14/07 10:47:13
06-8-10-chronological-320x240-300k.wmv	02/14/07 10:48:51
"Linda's Daughter Is Lying (50+ Excerpts Presented Topically)"	02/14/07 14:34:38
"Linda's Daughter Is Lying (50+ Excerpts Presented Chronologically)"	02/14/07 14:34:39
We're Not Going to Defend Ourselves. And Linda's Daughter Is a Liar.	02/14/07 14:35:06
Defending Danny Against Allegations of Sexual Assault (3ABN Live, August 10, 2006)	02/14/07 14:35:07
Linda Shelton Now Demands, "Make the Evidence Against Me Public!"	02/15/07 17:52:23
Danny Shelton Refuses to Let Linda Shelton Defend Herself	02/17/07 20:41:02
The One-Way Gag Order	02/17/07 20:41:03
3abn-and-linda-shelton-separation-contract-3.gif	02/19/07 22:47:49
3abn-and-linda-shelton-separation-contract-2.gif	02/19/07 22:47:50
3abn-and-linda-shelton-separation-contract-1.gif	02/19/07 22:47:51
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Round Four: Harold Lance: Reply to Bob Pickle	02/20/07 18:26:47
Round Four: Harold Lance: Reply to Bob Pickle	02/20/07 18:26:48
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Harold Lance's Statement of January 24, 2007	02/22/07 20:24:20
Bob Pickle Responds to Harold Lance's January 5 Statement	02/22/07 20:24:23
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Gailon Joy Responds to Harold Lance's January 5 Statement	02/22/07 20:24:25
Harold Lance's Statement of January 5, 2007	02/22/07 20:24:26
Gregory Matthews Acknowledges the Breach of the Confidentiality Agreement	02/26/07 16:42:51
Bob Pickle Replies to Harold Lance's Reply	02/26/07 16:42:52

Ex. W**From:** "Linda Shelton" <linda.shelton@3abn.org>**Date:** Thu, 25 Mar 2004 20:17:39 -0600**To:** "Arild Abrahamsen" <aaedta@online.no>

I was thinking about our conversation on the phone when you said you were not emotionally or otherwise involved with my wife, that you had not crossed any professional or Christian lines. Well all of that has been proven a lie. She has confessed everything all the lies, all the phone calls, some for over FOUR HOURS AND NINE MINUTES at a time. At other times you talked to my wife, March 15, for example for 59 minutes, then another conversation for 75 minutes, then another for 13 minutes, plus that same day you called her from your phone at least once that I know of and talked between 30 minutes and an hour. All in one day! And you maintain that we did not cross a line with her. The eye of flesh got in the way. She's young, beautiful, and intelligent, and a television personality. You used her son to get to her. The devil deceived you both.

Sabbath March 13th, when she was at Brenda's house you talked for 4 hrs and nine minutes according to ATT prepaid phone card records! And you still have the nerve to lie about your involvement with my wife? Those dozens of recorded phone conversations were not about her son or the high and lofty spiritual things that you both lied about but now at least is admitted by my wife. During those conversations you tried to get her to say she was afraid of me. Now I know why.

Brenda told me that you said that you would never marry my wife if she divorced me because of you. but if she divorced me over abuse?? Brenda told me that you wanted her to promise that if I ever abused her, that she would let you know. It sounds to me as though you intended to fly across the ocean, and rescue her into your arms so that you two could properly live together the rest of your lives, feeling that God had blessed your union! What a lie.

You had planted those seeds in her, as she has never even mentioned the word abuse until the last few weeks, when she would contend that she was now being mentally abused. Praise the Lord, the Demonic control that Satan used you to put her under has been broken by prayer.

I have written proof that you talked from her phone only, not including the times you called her, approximately for 30 HOURS IN LESS THAN THE LAST 3 WEEKS BEFORE YOU WERE CAUGHT, trying to steal another man's wife.

John and Brenda told me that you accused her of being the aggressor, and didn't want to take any blame. Shame of you! If you're secretly involved with another man's wife the least you could do was protect her. She also told me of your planned vacations to have my wife stay with you in your private condo in Fla., of course without my knowledge. You knew that I wasn't happy with your relationship with her because she told me that she had confided some of our personal problems with you. Yet you planned a secret vacation with you to have her sleep in your condo.

She also told me about you taking her on a secret 10 day vacation around Scandinavia, staying at nights in hotels. Using Brenda all along to make it look innocent. My wife has asked God to forgive her for all the lies and the Spiritual adultery that took place between you. She is not still lying to herself. When are you going to come clean about your latest intentions to take this relationship from swooping her off her feet emotionally to the bedroom. Every Doctor and Counciler, knows that is the next step.

You have sinned just as surely as she has sinned, regardless of how innocent it all seemed. She was the pot of gold at the end of the rainbow, the only problem is-- that she is some other man's pot of Gold.

There is only one name for this sin. Pastor John says it is spiritual adultery, which is the same in God's sight as physical adultery. Remember Eve's sin started in the mind before she ate the apple!

I expect a confession and apology on your part or am praying about contacting your Division, Union, and local conferences, to inform them as what you almost accomplished.

EX 322

I also have proof of what you told her to dispose of to hide written messages between the two of you! Need I say any more?

Please ask God to forgive you and then apologize to me as the bible would have you to do.

I'm using Matt. 18 to resolve this. I first went to you by phone, and then by email. Brenda says you wanted me to believe that you didn't read them. I know you did.

You can't ignore me. I first contacted you, to know avail, next I contacted pastor John, to no resolve and if you don't answer me now then according to the bible I should contact the church.

So if you pretend that you didn't get this email, the next you hear from me could be your local church.

Also Brenda informed me of all your conversations with her concerning my wife. You probably were not aware that we have been friends since we were kids!

You can contact me with a written apology if you choose to resolve it this way at dls3@shawneelink.net

Ex. X

Subject: Re: Comments re the process
From: Bob
Date: Sun, 03 Dec 2006 22:35:24 -0600
To: "G. Arthur Joy"
CC: Harold Lance, Gregory Matthews,
linda@, Deb Young, Ron Christman,
Walt Thompson, danshelton@

Greetings, Harold.

Here are my thoughts, stated in the context that I am not overly biased toward or against Linda. I just haven't seen any evidence, even when it was promised that I could see it.

When I asked Hal Steenson last summer regarding the date of Melody's wedding, he very soon diverted the conversation to that of Linda's alleged guilt. I had absolutely no intention of discussing that topic at all.

Danny has made it fairly clear to me that he only wants the issue of he and Linda looked into by ASI, nothing else.

What I am saying is that there is a pattern of wanting to concentrate only on the issue of Danny vs. Linda, and thus if ASI goes along with that idea, they can easily be accused of being less than impartial, of doing just what Danny wants, as they have unfortunately already been accused of doing. I am not sure that it would be wise to allow that to happen.

Secondly, as you state below:

"The request from the 3ABN Board of Directors to ASI was: ...'request to ASI that it establish a commission to evaluate and determine Danny's legal and moral right to remarry.' "

The 3ABN board is further compromising its reputation by making such a request. The idea was for the board to allow an impartial ASI panel to look into the allegations, but they have up front determined that the ASI panel must agree with their own conclusions, namely, that the only issue needing to be resolved is that of Linda. Thus they have already determined that the ASI panel cannot be allowed to be impartial on the most critical point of what needs to be examined.



That the board would decide thus is rather odd given the fact that the Tommy Shelton child molestation allegations were brought to the Illinois Conference president's attention in August, and are essentially what has brought us down to the point of considering a panel review process. To ignore the very issue that has done more to produce motivation for considering this process than any other, it just seems inappropriate.

Thirdly, you state below:

"At the conclusion of the matter the Panelists findings of facts and recommendations would become publicly available."

I believe that given the current situation, to release only findings and recommendations without evidence will not accomplish a thing, unless, like Ted Haggard did, someone confesses. In the absence of a confession, if all parties (definitely more than two) refuse to admit wrong doing, the controversy will continue, to the further detriment of the reputations of 3ABN, ASI, and our denomination. And I would very much hate to see that happen.

Fourthly,

"During the hearing any Information not relevant to the agreed upon issues will be excluded."

I think there needs to be some clarification as to how this would be implemented. For example,



- Dr. Walt Thompson informed in writing within the last week or so that Danny had essentially misled him in 2003 regarding the child molestation allegations against Tommy Shelton, and that he and the board never did an adequate investigation of the matter in 2003.
- Another person of note, a former prominent 3ABNer who is not pro-Linda, has informed me in writing that Danny threatened him/her to back off regarding financial, operational, and personal concerns, and when he/she didn't, that Danny ordered the fraudulent manufacturing of evidence against him/her, which thus produced a damaging allegation against him/her, and led to his/her resignation, without the board investigating whether his/her claim of such deceit was legitimate, even when it was brought to their attention. I wish I could say that that case was ancient history, but it was definitely not.

Now suppose 3ABN, ASI, Danny, and Linda all make, in my opinion, the unwise decision to confine the discussion to just Linda and Danny. The above information establishes a pattern of behavior that calls into question the trustworthiness of Danny's word as well as the reliability of the board's decisions in dealing with serious issues. And that undermines their credibility when considering whatever evidence they bring to the table regarding Danny and Linda. But the way that the above is worded, there is no guarantee that such evidence will be allowed despite its relevance in the hypothetical situation where the issues are confined so narrowly.

As far as what Gailon says regarding the appropriateness of whether a panel can move forward while the civil case regarding marital assets is still pending, I have no experience on that one. Do you have any thoughts, Harold, given your experience as an attorney?

Bob

G. Arthur Joy wrote:

Do we understand that the 3ABN Board only wants to address the issues related to the allegations by Danny Shelton, from the period of approximately Feb 2004 to the present, to various persons and entities that lead to accusations of adultery, and claimed to have had evidence thereto, and resulted in a divorce, Linda's response, the responses of various parties and entities, including, but not limited to, Johann Thorvaldson, Dr. Arild Abrahamsen, 3ABN employees, purported counselors, the 3ABN Chairman, the

3ABN investigative committee, the 3ABN Board of Directors, 3ABN statements to it's world viewing audience, 3ABN statements in various publications or letters, 3ABN statements on various web-sites and blogs, The West Frankfort / Thompsonville SDA church and leadership, the Springfield SDA church and leadership, The Illinois Conference- leadership- executive committee, Linda's communications with various parties and entities, Linda's website and such other information as may be pertinent to motive, purpose and results of the actions of each party? That such consideration is to be based upon the biblical standard?

Is it clear that this is the only issue that the panel is being asked to address and is solely based upon the 3ABN board request?

And just what is the scope of the possible recommendations allowed by the panel pursuant to this clearly delimited process?

And what assurance does the church laity have that the ASI panel recommendations would be implemented by the 3ABN board?

And what is everyone's view of the appropriateness to empanel a panel to review this issue while the civil case involving distribution of marital assets is still pending?

That ASI does not intend, in fact, refuses, to address any other issue?

And what would be the proposed timeline for such a limited panel?

Gailon Arthur Joy

----- Original message -----

From: Harold Lance

> Good Morning Friends;

>

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>

>

> Thank you for your involvement in discussions aimed at achieving an agreeable process for issues involving 3ABN and some of its' personnel. I have read with interest the ideas and background information sent by Mathew and Bob. Art and I have had 2 extended conversations that have helped me appreciate some of your concerns and perspectives. We are all committed Seventh-day Adventist Christians who have a good faith interest in resolving our issues. I appreciate each of your willingness to work in confidentiality to attempt agreement on a process.

>

> I wish to confirm that those of us from ASI have no predetermined "ax to grind", except to be used in a process that will hopefully bring resolution to some obvious problems. I am a newcomer to the public discussions that

> have been swirling around. My initial reaction to Debby Young when she
> contacted me about possible ASI involvement was: "Don't get involved"! As we
> have reflected on it further we believe the issues, including the impact on
> the Church, are of such importance that it is essential that we make our
> best efforts to assist. In the last 32 years ASI has only gotten involved
> in "external" issues two or three times. In each instance it resulted in
> benefit to our members and ASI.

>

> I know there are many issues being discussed. I have counted at least 23 in
> the last few weeks. Some issues are already the subject of ongoing
> litigation. The request from the 3ABN Board of Directors to ASI was:
> ..."request to ASI t hat it establish a commission to evaluate and determine
> Danny's legal and moral right to remarry". ASIs' membership criteria
> includes a component that requires the applicant or its leaders to be in
> regular standing with the SDA Church. We check that factor in every
> application. Membership in the SDA Church is the exclusive province of the
> local church (except for membership in the "Conference Church", not involved
> here). The rather unique situation of the Church associated with 3ABN
> creates a different perspective from the typical SDA Church on matters of
> membership.

>

> All of us know ASI has no jurisdiction to act as a court with authority to
> make orders and awards that disputants are required to follow. What we may
> have that could be of assistance is some stature and credibility that would
> make its' findings hard for the parties to ignore. This can only have a
&g t; possibility of succeeding if the parties support and respect that potential.
> Because of ASI's membership requirements there is some logic for ASI's
> involvement on issues that directly reflect on 3ABNs' membership status in
> ASI. We believe that ASI could properly focus on issues revolving around the
> biblical appropriateness of the Shelton's divorce and Danny's subsequent
> remarriage, issues relating to Linda's and Danny's employment status at 3ABN
> and actions taken concerning Linda's membership in the local SDA Church.

>

> Because of my career as a trial lawyer I have familiarity with court
> process. There are some basic concepts of fair play and order that we can
> borrow without becoming involved in a court trial with all its grinding
> impact on all involved. The following are some fundamentals I think we need
> in place:

>

> 1. A clear statement of the issues we are a ddrressing and the basis of all
> decisions reached by the panel i.e. What are biblical grounds for divorce
> and remarriage as expressed in the SDA Church Manual?

>

> 2. A fair and predictable time table of requirements and schedule of events.
> For example who will proceed on which issues and how will the available time
> be allotted?

>

> 3. A process that requires each side, in a timely fashion, to identify those

Ex. Y

Subject: Re: Process: round three
From: Bob
Date: Mon, 11 Dec 2006 10:00:35 -0600
To: Harold Lance
CC: "G. Arthur Joy", Linda Shelton, Gregory Matthews,
Ron Christman, Deb Young,
danshelton@, Walt Thompson

Greetings, Harold.

I want to thank you for all the time and effort you have put into this. I'm sure it hasn't been easy.

I, unlike others, have always felt that an ASI panel could be impartial. My primary concern in a number of issues has been one of appearances, and I still think that unless the findings are accompanied by either enough evidence or a confession of the "losing" party, it will be difficult for ASI to avoid accusations of not being impartial. Of course, it's hard to avoid all criticism, but that has been my concern.

Regarding the email interchanges, you will recall that my most recent interchange with Danny began at the request of Dr. Walt Thompson that I verify what he had told me that Danny had said in 2003 regarding the Tommy Shelton child molestation allegations. In my four emails to Danny I gave him every opportunity to explain the discrepancies, and thus provide some other conclusion than that he had lied to his board chairman in 2003.

Whether the molestation allegations are true or not is irrelevant to the main point: Walt said that Danny said that the allegations were 30 years old while at the same time Walt received a letter in 2003 indicating that there were allegations as recent as three years old at that time. Walt said that he was led to believe that Pastor Glenn Dryden's accounts were apparently the only ones out there, when Roger Clem had publicly come forward in early 2003 in the small community surrounding 3ABN. Walt said he was led to believe that all these allegations were the result of a feud and jealousy between Pastor Dryden and Tommy, yet they either had not met yet or lived 800 miles apart during all the time the alleged actions occurred, except for 1993-1995. Thus, even if every last allegation is false, we still have Walt indicating that Danny misled him.

There are either two choices: either Walt Thompson or Danny Shelton told a huge lie. And we also have a 3ABN attorney threatening a non-Adventist minister in order to shut him up, using only the reasoning, from what I can tell from reading a fax of the original letter, that "Even if the actions did occur," the statute of limitations has run out.

You very well may be correct about there not being a problem with ascending liability, and you are certainly more qualified to address that question than I am. But I wasn't necessarily thinking of ascending liability. I am told that the IL Conf. pressured 3ABN to terminate Tommy in the mid-1990's for these very issues. If that really is true, or even if it isn't, what about the following three facts?

- The IL Conf. president sits on the 3ABN board and may even have participated in the reversal of the earlier decision despite the new allegations being brought to the board's attention. (I'm sure not wanting to come across as negative in any way in saying this.)
- The 3ABN general manager sits on the conf. committee and could be arguably aware of the ongoing

- allegations going back decades.
- An official Broadview Academy campus exists at Thompsonville (http://www.bvanet.org/index.php?option=com_na_content&task=view&id=48). (Just surfing around I've come up with addresses of 3577 Angel Ln. for both the church and the school, and 3941 and 4007 Angel Ln. for 3ABN. That suggests that the church and school both sit on the 3ABN campus.)

Would this scenario pose any greater theoretical risk to the conference if a student at that particular Broadview Academy campus were to be victimized in the future? If conference officers and a member of the conference executive committee had opportunity to know or did know about the negligence involved with the ongoing employment of an alleged pedophile at 3ABN, and still allowed academy students to be in a situation in which that alleged pedophile could possibly have ready access to them, would that not involve the conference in greater risk if a student was victimized?

And it isn't as if proper precautions have been made. John Lomcang as of September 1 did not know a thing about the child molestation allegations against Tommy Shelton, based on what he told me. Thus the pastor of the very church where the school is located has been kept in the dark by Danny, 3ABN, and the conference administration (assuming they were in the know, which may not be the case). Therefore, John Lomacang had no way of knowing that special precautions needed to be taken.

Regarding email interchanges on other topics than Linda vs. Danny, if the ASI panel will not be reviewing other issues, then what would be the point of not seeking clarification on these other issues in as kind and redemptive a way as possible? My understanding is that there are a lot of individuals who are neither the typical pro-Danny or pro-Linda type of folks, folks who normally would tend to be pro-3ABN, who believe that this information needs to get out without waiting for an ASI review, and if that ASI review is not going to be dealing with these issues anyway, why not?

Plus, you specifically asked those on "Linda's team" to desist, and I am not really a member of her team. I am still unconvinced of either her innocence or her guilt since neither side has provided me any concrete evidence to that effect. Yet I will say that the events of the last two and a half weeks have clearly demonstrated that what Danny and the board merely say cannot be trusted as being fact.

I do have a question for you. Do you anticipate the ASI panel reviewing whether the recording Hal Steenson told me about was created without violating either state or federal law? Hal claimed that that recording proved Linda's guilt, and thus it directly relates to the review if the review is narrowed down as you propose, but will the question of its legality be considered? If not, will that recording be able to be presented as evidence at all? If evidence has been illegally obtained, will it be admissible anyway?

The same question applies to the phone card phone records that John Lomacang claims exists. Were they legally acquired? If not, will they still be able to be submitted as evidence?

Personally, though everyone may disagree with me, I have a difficult time seeing the wisdom in going forward with a process that Danny has made very clear that he intends to use as a smokescreen. As he wrote to me last Tuesday,

"ASI will decide who is doing the cover up. Somebody is lying! After hearing the testimony and evidence from both sides ASI will make a decision. Should ASI decide that the 3ABN

board and myself did not 'scapegoat Linda' to cover up my sins, then, in my opinion it will become obvious to the public that maybe many of these other accusations are lies also."

Thus, he is hoping to get a positive decision from the ASI panel, and then use that decision to make all the other allegations go away, even allegations that are based on the word of his own board chairman. I have a real problem with that.

Lastly, if you were to look at the various aspects that both sides would like to see incorporated into the review process, as it presently stands, how many of the aspects proposed by Danny's/3ABN's side are on the table, and how many proposed by Linda's side or myself (since I am not really on "Linda's side") are on the table? Are any of the proposed changes that Gailon/Linda proposed even being considered by ASI, and if not, if there is no give and take on "both" sides, does that not appear to demonstrate a lack of impartiality on the part of ASI, even if they really are impartial?

Or, did ASI both arrive at and choose to stick with the original proposal without any input whatsoever from 3ABN and/or Danny Shelton? If that be the case, and if that can be made clear, then perhaps ASI can indeed be impartial in appearance as well as in fact during the setting-up-of-the-process phase.

However, there is a challenge in establishing that ASI arrived at the rules as originally proposed without any input whatsoever from 3ABN or Danny. Gloria sent her email to Linda on Sunday, November 12. Yet it was back on October 17 that Mollie informed me that the evidence that was emphatically promised that I could see would not be shown to me, and that the findings of some sort of panel would be made public. I then expressed my concern of what would happen if evidence was not made public as well, and received no reply whatsoever. And way back on August 4 when I asked a question of Hal Steenson about Melody, he diverted the conversation to the question of Linda's guilt, something I had no intention of bringing up. Thus it is apparent that narrowing the focus to just that of Linda and keeping the evidence secret forever has been part of 3ABN's strategy even before, at least for some aspects of the question, ASI ever got involved, and definitely before November 12.

Thus it appears to me that if none of the more major elements proposed by Gailon/Linda are incorporated by ASI into the original proposal that 3ABN appears to have requested, we have clear evidence of a lack of impartiality on the part of ASI as well as undue influence of 3ABN upon the ASI panel review process. Frankly, I'm unaware of any of the major elements proposed by Gailon/Linda that have been incorporated, even though they have been suggested more than once.

I would therefore recommend, if this is the way things have to be, that for the good of ASI's reputation it decline to get further involved.

God bless.

Bob

Harold Lance wrote:

Greetings friends:

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IS ASI IMPARTIAL OR IN DANNY'S HIP POCKET?

This is a critical question for everyone, including ASI. If we are not able to accept that ASI can act fairly, impartially, honestly, then it certainly should not be involved. Don't expect ASI to "toot it's own horn" on this issue. They can't and they won't. They are either trustworthy or they are not. There is no question that there has been a longstanding relationship between ASI and 3ABN that has been mutually beneficial. 3ABN probably was launched as the result of a presentation Danny made at the ASI Convention in Big Sky in 1985. To the extent that the relationship was beneficial to 3ABN both Shelton's' received whatever that benefit was until a short time ago. 3ABN has given public exposure to ASI and hundreds of supporting ministries in programming. In turn 3ABN has received financial support that has assisted in offsetting its' costs of production of our convention programming, and 3ABN has benefited from the programming itself. The outcome of our process could also affect 3ABN membership status in ASI. We are completely open to accepting what ever outcome occurs. For those of you in doubt ask questions about ASI and their players. If I don't know the answers we'll do our best to find the information you need. If after your inquiry you do not believe ASI cannot be trusted, let's cut the process as soon as possible and go on to something better.

SINCE THERE ARE MANY OTHER CONCERNS WHY LIMIT THE ISSUES TO THOSE SUGGESTED?

There are other implications to the request of 3ABN to ASI then may appear on the surface. Even though the 3ABN employees are probably "employees at will", If the allegations justifying termination are NOT true, than the question arises; was the action taken by 3ABN appropriate? Likewise was the local Church action correct? Was the divorce and remarriage biblical? If not, would there be an impact on the membership status of 3ABN in ASI? That is why I have suggested that there are three sides rather than just two. To resolve these issues will require the personal presence and a careful inquiry of the parties and others who may have first hand relevant information. The hearing is likely to require several days (probably 2-4) plus travel considerations for some of 2 additional days. That is stretching the commitment that we can expect from the participants. If we were to add to the list of issues, how do you decide which of the many out there should be added? Why some and not others? Who would be able to commit to an open-ended process that sought to resolve every expressed concern? Our limited view of issues to be considered has nothing to do with 3ABNs' request, rather it's our own belief that if we can surround what's pending that will be all ASI can handle. I urge all parties to understand and accept ASIs' decision. I'll deal with some of the other reoccurring requests as the next issue.

DO ACTIVITIES AND PERSONNEL ACTIONS THREATEN LIABILITY FOR THE SDA CHURCH?

In the materials just received there is a reoccurring (three or more times) suggestion/urging that we include issues relating to the alleged misconduct of Shelton family members. The stated reason was urged primarily by a concern for ascending liability for the Illinois Conference of SDAs'. (finding someone who could pay and be legally liable was the search of my career) I understand how liability may attach to others "up the food chain".

Ex. Z

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

Subject:Re: Linda Shelton & ecclesiastical authority

Date:Mon, 25 Sep 2006 03:00:36 +0000

From:G. Arthur Joy

To:Gregory Matthews

CC:Linda Shelton,Pastor Mark Finlay

I spoke with Linda for nearly seven hours (yup, add me to the list of Danny's spiritual adulterers) and found a woman of profound Faith, albeit frustrated by an onslaught of innuendo's, accusations and diatribes that have elipsed over time from "proof of an adulterous affair" to "proof of a spiritual adultery with no absolute proof of biblical adultery" to "Linda is guilty of adultery with proof we have elected not to embarrass her with".

This is wearing on the strongest of Faiths, but I found a woman very reluctant to participate in directed civil litigation to prove her innocense, unless 3ABN, et al, first file a complaint and she is forced to defend her integrity. I found this position profound but the clearest evidence of her Faith in the Gospel of Jesus Christ and God's Remnant Church.

Given that we have good sources that seem to be telling us that at best 3ABN has a weak circumstantial case for an "inappropriate relationship", which she categorically denies the efficacy of such a relationship, it would seem unlikely they will actually file any complaint for fear that we would use such a platform for extensive counter-claims for the claims they or a surrogate would make, adding third party defendants or complainants as appropriate to include allegations of Libel, Slander, breach of implied contract, fraud, conversion, conspiracy to committ fraud, racketeering, influence peddling and corrupt organization, most likely invoking a class action for all those similarly situated, etc. This would allow us LIBERAL discovery, including but not limited to interrogatories, request to produce, depositions with subpeona duces teacum and request's to admit. My guess would be they do not have the stomach for this, but we are prepared to accomodate them with the public civi

l alle

gations that will be fielded via a multi-media approach.

However, keep in mind, we have three clear and distinct avenues of potential authority that must be each allocated it's due process under law; civil, criminal and canonical law, in order to fully restore Linda to the level of integrity and public faith she once enjoyed, and even these have overlapping concerns:

Civil - issues of public interest that would include the hypocrisy of proclaiming the "un-diluted Three Angels Messages" while allegedly living as charletons and philanderers in a virtual modern day Peyton Place, Dallas and James Bakker ministry all rapped into one profit for Shelton, Non Profit institution;

Criminal - issues that must be ultimately resolved by federal, state and even international governments relating to alleged criminal conspiracy to defraud constituents, consumers and donors of the various gifts granted or lent and and alleged conversion of some of those assets by various direct and indirect means to the use of primarilly Sheldon Family members or those who constituted close personal or business acquaintances, some employees and others non-employees allegedly virtually at Danny's choosing and direction.

Canonical or Ecclesiastical Authority - in the SDA church we have a near federalist system with a quasi-congregational system as the local community given powers in out-reach, community services, education and invariably church discipline. However assets and the regional or state administration processes are given over to the conference corporation which also grants credentials to ministries and ministers and manage a host of departments, including education and ministerial supervision. The association of churches gives and can take local church charters. Union, NAD and GC really serves as sources of experience and wisdom and has taken certain specialty concerns, such as hospital, colleges, universities and other major assets of the corporation. However, the potential use of heirarchal authority within the Union, NAD and GC cannot be ignored by the conference leadership lest they find their careers stagnated or ended. And the issue of large sums of money either as tithes, gifts,

loans or trusts being transferred into non-ecclesiastical lines with little or no accountability to the church entities, constituents, donors or trustators that made these sums available to the alleged corrupt organization also must ultimately be addressed as part of this very serious challenge to the church. In fact, if the allegations prove to be reasonably accurate, this could be the largest challenge to the Seventh-day Adventist church since John Harvey Kellogg.

Given this reality, for Linda to regain a status of acceptability to get back into the churches, there must be a process of clear and ecclesiastically acceptable exoneration for her to pursue the ministry that she wishes to get back to. Therefore, we must logically address ecclesiastical concerns as well as civil and criminal.

Criminal has a momentum of it's own and all anyone can do is provide appropriate documentation or point investigators in the direction they need to search to find meaningful evidence. This process has begun, for better or for worse, but will invariably take time.

Civil issues are already being investigated and researched and reports will be made available as the sources and stories are verified and, whenever possible, documented. They can be released to a variety of media designed to give the widest possible circulation for those that need to be aware and to make educated decisions as to how they will Tithe, donate, gift, loan or trust to the entity known as 3ABN.

In addition I have become aware of at least two books that are being prepared for publication that will address various issues relating to the allegations currently under research and investigation. These will most probably be given very wide circulation and go far toward defining the various charges and counter-charges.

Since the current clear allegation from Allyssa has hit the streets, 3ABN directors have expressed they would like proof that Allyssa was the source of the allegation and then, if she is the source, they would like to ask her to meet and discuss the allegations.

Since these are no longer the only allegations on the table for discussion, I am proposing that we accomodate the entire series of allegations by empanelling a panel to look at the Allyssa allegations; the Pastor Dryden allegations against Tommy Shelton; the allegations that Linda had an inappropriate relationship with Arild Abrahamsen; the issue that prior to, during and after the Linda/Arild allegations that Danny was clearly being observed having multiple inappropriate reationship; and other inappropriate financial allegations; that there have been several open and notorious inappropriate inter-staff relationships, some by allegation and some of which were clearly "caught" or "confessed"; all of which the local church has failed to discipline or the institution has failed to equally apply due process or any process at all due to clear and obvious conflicts.

The panel should be given all the powers of a tribunal / arbitration panel with appropriate counsel for both sides present to conduct direct and cross-examination of the witnesses, with the tribunal to have authority to make direct inquiry of the witnesses, with as broad a rule of evidence as the tribunal feels is necessary to find the truth, the whole truth and nothing but the truth. Provision needs to be made to allow the introduction of witnesses in executive session such that not only are witnesses protected from the peering eyes of various leadership, but can give open and honest and unimpeded testimony as Witness x, y, z et siq. I am proposing that the original parties, the 3ABN board and Linda/Allyssa each be allowed to have two observers sworn to protect the witnesses from retaliation by Leadership and others to observe the proceedings and to be able to certify the process as fair and appropriate.

The panel would be convened for a period of up 5 days (or longer at their determination) at a sight to be determined in southern Illinois, would take testimony, would look at each allegation separately and distinctly, would issue a report of the allegations and their conclusions, would make those conclusions available to the various churches or church affiliates that become involved in allegations against individual parties or institutions and even recommend the convening of appropriate business sessions to deal with the discipline required.

Since certain allegations directly import the agreement with the GC and with ASI and it's bylaws for participation, it would be expected they would act expediently to protect the church or it's affiliates from any ongoing harm. Perhaps the panel would issue an issues specific report on the caliber of the "Issues..." reports of the 1990's.

If the church or church affiliate fails to convene appropriate business sessions or refuses to administer discipline, then the panel would be empowered to approach the appropriate conference committee with a copy of the report and to seek a special constituency to determine if the offending church body should be disbanded from the brother-hood of churches. Since the Illinois conference is of particular focus, then we would expect the officers and conflicted directors to recuse themselves and to allow the Union President to preside over these particular proceedings. Of course any appeal would be to the Union, NAD or GC.

I trust this would clarify why I feel we need to also address the ecclesiastical authority. I assume the fairest of panels would clearly exonerate Linda and Arild, although this is obviously not assured, and this goes without saying, the fastest way to open the gates of churches to welcome her deeply Spiritual Ministry back into the churches. I will leave the results relating to Danny, et, al, 3ABN, et siq, to your various imaginations.

Thank-you for your inquiry and please let me know if you have further questions as this discussion helps to mold the process into a clear basis for pursuit of the issues within the Remnant Church.

Gailon Arthur Joy

----- Original message -----

From: "Gregory Matthews"

Ex. AA

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

Subject: today

From:

Date: Thu, September 28, 2006 8:26 pm

To: linda@

Hi Linda

I talked to Mark today about this and he said that as far as he knows, no one at the GC as ever suggested that you not be invited to speak. He suggests that you find out from the contact person who at the GC told the pastor you were not to be invited.

He also talked to me about the ASI committee that is being set up to evaluate 3ABN, Tommy, Danny, etc. He hopes that you will not reject this committee, because since 3ABN is an ASI affiliate, that should be the governing body to decide on discipline, action, etc, rather than the GC, since the GC really doesn't have any authority over 3ABN. He thinks you will have more credibility with ASI if you accept this committee. I told him it will be important that the persons on the committee are neutral and not Danny's buds.

Mark, btw, said he is not doing any more taping for 3ABN.

Blessings!

>From: linda@

>To:

>Subject: RE: [SPAM] today

>Date: Thu, 28 Sep 2006 06:04:11 -0700

>

>Hi *****,

>

>Just a quick question. I had an invitation pending to go to

>Santa Rosa, CA to speak. The pastor recently told my contact

>person that this was no longer possible. When she pressed him for

>more information he told her to call the GC. Have you any

>information about this?

>

>Anyway...have a great day!

Ex. BB

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

Subject:Re: Emergency Board Action Required

Date:Fri, 8 Dec 2006 07:32:40 -0500

From:B S

To:G. Arthur Joy, Bob Pickle

Gailon:

I wrote a couple of stanzas to the 3abn theme song, see what you think.

This is for Tommy:

"I want to spend my life molesting bro-kid people
I want them to spend thier lives re-living pain"

This is for Danny:

"I want to spend my life protecting bad kin people
I want to spend my loot defending sin"

This is for Danny:

"I want to spend my life promoting Pro-King people
I want them to spread my lies, receiving pay"

Got to go..... B S

Ex. CC

Subject: Re: Merger Information
From: "Walt Thompson"
Date: Fri, 17 Aug 2007
To:

Dear *****,

Thank you for your frank response. I will reply in the order your comments were given.



I find it interesting that you would respond in the case of a child of yours in trouble. Were you aware that Danny's life and the life of his family has been treated by some of the very ones you believe are telling the truth?

I am sorry, but these people never came to us seeking truth. I first heard about plans to expose the "problems" at 3abn from another source, and called to try to clarify some issues. No one ever came to me honestly seeking truth, but only to try to get me to prove their accusations were wrong. That is not the way to communicate. And, yes, it is also true that we did not, and do not now believe the cause of Christ is benefited by fighting on the Internet and other public forums. Nor were the charges against Linda trumped up, nor were attempts made to cover Tommy's "problems." You may believe what you wish, but truth is truth, which is why we have taken the issue to court.

I am well aware of the questions being asked long before the present people became involved, and we were fielding those questions honestly. The issues as discussed in the letters we sent out were true as written, then as now.

There is no attempt to hide any facts discovered by the court. The intent of our request is only to allow the case to be tried in court, not on the Internet void of ethical concerns.

Yes, Danny made some choices, and I and the board made some choices. Though I would not necessarily agree that all of Danny's choices were wise and discrete, they were not illegal or immoral. As far as my choices and the choices of the board are concerned, I am comfortable with them, for I know the basis upon which they were made. I do find it interesting that you appear willing to believe the report of one first person and many hearsay witnesses, but are unwilling or unable to believe a whole administration and board of first hand witnesses. Something seems amiss here to me. I might pose another question as well. What kind of a fool must I be to invest my life and reputation in defense of a mere man? I have had a full life in my profession, and an impeccable record of honesty and professionalism, yet I have spent immeasurable hours during the past 3 + years voluntarily defending what I have seen to be truth, only to be condemned. Why would anyone do such a thing? You may not understand, by I have a Friend that does.

A few years ago, I would have paroted your claims about taking a brother to court. It is interesting how perspectives change when situations change. For most of my life, I have had trouble reading many of the psalms because I could not recon with David's pleas to God for justice with his enemies. That has all changed, and I now am able to read the Psalms with real heartfelt meaning and understanding of David's concerns. I will not pray for you to have a similar experience to be able to appreciate his Psalms.

I appreciate your prayers. And yes, we all need them. God hears and answers honest prayers of intercession for one another.

Thanks, and God bless you and yours,

Walt
Walter Thompson MD

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

From:

To: [Walt Thompson](#)

EX 337

7/8/2008 5:38 PM

Ex. DD

Sign Up!

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

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Added 5/23/2008
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Steps Toward ASI Panel Review Negotiations: #1

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3ABN Live, August 10, 2006: Damage Control Time

In order to properly understand the significance of parts of Harold Lance's ASI statement, we must first take a look at certain key steps that led to ASI's attempt to find a resolution for the current crisis at 3ABN. And to do that, we must first go back to August 10, 2006.

On that date Danny Shelton aired a special damage control edition of 3ABN live. The reason? A signed, confidential statement had started circulating among pastors and church leaders, a statement written by his step-daughter, a statement alleging that Danny had sexually assaulted her.

Through the two-hour broadcast, Danny Shelton and crew repeatedly stated that lies were being told about them and Danny, that they and Danny were being persecuted, and that they and Danny weren't going to defend themselves.

In the first hour John Lomacang had an interesting sermon about Moses, a sermon that under normal circumstances would have been quite good, with just a tad left out.

"The Israelites had to acknowledge that God had chosen Moses to lead them. I want to stop and say that, we may not always agree with who God chooses, but when God chooses someone, **disagreeing with that one can bring on us adversity**, discouragement, and the loss of our vision."

"Moses was the instrument that God used, as Danny Shelton is the instrument that God uses here at 3ABN. Moses was

Added 4/10/2008
Tax Case Lost
Copyright Trouble

Added 3/29/2008
Gilley Winning Staff

Added 3/7/2008
Terminated

Added 2/10/2008
Objections Heard

Added 1/25/2008
Church Vote

Must Read:
Mom in Pain #1
Mene, Mene,
Tekel, Parsin
The Actual Lawsuit
IRS Criminal
Investigation

not the deliverer. Danny's not the deliverer. He's simply the chosen servant of God."

(John Lomacang on 3ABN Today Live, 1st hour, replayed at 3pm CDT, Sunday, August 13, 2006)

While Danny Shelton has been much loved by many Seventh-day Adventists, the idea of it being wrong to disagree with him, as if his position of authority were akin to the pope, just doesn't ring true.

In the second hour, amidst more claims that they weren't going to defend themselves, Shelley Quinn had a talk about another famous person:

"As a faithful witness for God, he spoke out against a couple who had entered into a sinful relationship. Now the woman entangled in this situation became offended. She was embittered, and she felt scorned. And you know, there's something about her, that she was unconcerned about her relationship in the eyes of the Lord. Her worry revolved more around the possibility of losing her prominent position. So what did she do? She devised a plan to eliminate this one who had exposed her, and she enlisted the help of her young daughter. Now prompted by her mother, this daughter became **entangled in the web of deceit**, and she set out to set her mother's position and save it by destroying this man of God. What we see here is that the scheme was to go forward and go straight for the throat and have his head served up on a platter. Does this story sound familiar to you? To whom am I referring? John the Baptist, of course."

"Now how could such a holy, Spirit-filled man, who was hand-picked by God, and called to such an important ministry, fall victim to such vile persecution? Why would God allow it?"

(Shelley Quinn on 3ABN Today Live, 2nd hour, replayed at 4pm CDT, Sunday, August 13, 2006)

Now anyone familiar with the Bible story about how Herodias and her daughter Salome got the head of John the Baptist knows that the Bible does not depict Salome getting "entangled in the web of deceit." There is no description of their deceiving anyone. We are left with the conclusion that Danny and crew were really talking about his ex-wife Linda, and Linda's daughter's confidential testimony alleging sexual assault by Danny.

Danny Shelton not defending himself?

Shelley Quinn's Talk: a Powerful Motivator

Three days later on Sunday, August 13, far away from Thompsonville, Illinois, in northwest Minnesota, Seventh-day Adventist researcher and apologist Bob Pickle watched a rerun of that broadcast. A retired pastor and good friend had been calling him periodically for months and months with concerns about some of the events transpiring at 3ABN, and he had asked a few questions of a few folks. During the previous month or so he had spent a little time here and there perusing BlackSDA.com, and trying to sort through all the he said, she said stuff, looking for concrete facts that could be proven or disproven.

Danny's strategy has been to deflect every allegation of any sort with the claim that it all is because his ex-wife Linda is out to get him. Yet even if that is so, and even if Linda's daughter's allegation of sexual assault by Danny is all a lie, to call it a lie in a globally televised TV broadcast while at the same time claiming not to defend one's self, that crossed a line in Pickle's mind. Right then and there during Shelley Quinn's talk, he decided to not just stand on the sidelines and ask a few questions, but to wade into the morass and find out the truth of it all, regardless of the consequences.

That decision was followed the next day by the discovery of the [2003 Glenn Dryden letter](#).

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412184

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

Ex. II

----- Forwarded message -----

From: **Walt Thompson**

Date: Jun 19, 2007

Subject: 3abn

To:

Cc: Mollie Steenson

Dear ****,

Thanks for your e mail of June 16. We appreciate hearing from our viewers and supporters who are seeking to know the truth.

Please permit me to try to respond to your questions and comments.

Last autumn, the 3abn board requested ASI to hear our side of the story about Danny and Linda and Danny's remarriage, believing that if that issue could be clarified, the other false allegations would also soon disappear. ASI attempted to respond to our request, but met with resistance in that Linda and those chosen by her to represent her refused to follow the procedures developed by the ASI people attempting to respond to our request. Furthermore, they continued to post private communications on the Internet. When in time, it became impossible for ASI to accomplish the requested task, they notified us of the fact they could not help us, explaining the reason.



While we did not expect the Church to take sides on the issues or play a role in resolving our problems, we had hoped that they would have at least heard our side of the story. This too was denied.



Where does one go when one knows that things have been done right and above board, but there is no venue for proving one's point? We have alleged from the beginning that we are guilty of no crime or immoral activity, but the world church is believing otherwise, based upon the things being spread by our opponents on the Internet, by e mail, private letters, and in Adventist journals. How does truth defend itself against falsehood in a public forum void of ethics?

3abn has nothing to hide, but since many honest people are having trouble believing this, we have concluded that we must find a way to reassure them. Be believe that testimony under oath is our best answer to this. You are correct. People have a right to know the truth, and our goal is to fulfill that right.

Please read the following quote from Acts of the Apostles. We believe it perfectly applies to our situation.

"When Festus was come into the province, after three days he ascended from Caesarea to Jerusalem. Then the high priest and the chief of the Jews informed him against Paul, and besought him, and desired favor against him, that he would send for him to Jerusalem." In making this request they purposed to waylay Paul along the road to Jerusalem and murder him. But Festus had a high sense of the responsibility of his position, and courteously declined to send for Paul. "It is not the manner of the Romans," he declared, "to deliver any man to die, before that he which is accused have the accusers face to face, and have license to answer for himself concerning the crime laid against him." He stated that "he himself would depart shortly" for Caesarea. "Let them there . . . which among you are able, go down with me, and accuse this man, if there be any wickedness in him."

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{AA 428.1}

This was not what the Jews wanted. They had not forgotten their former defeat at Caesarea. In contrast with the calm bearing and forcible arguments of the apostle, their own malignant spirit and baseless accusations would appear in the worst possible light. Again they urged that Paul be brought to Jerusalem for

Ex. JJ

Mr. Shelton,

I am writing this letter in regards to last year's phone conversation. I told you then I was confronting you about what you did to me so I could deal with my feelings about it. I did not then, nor will I now, make any apologies for anyone who might be upset with me. My attitude has changed towards this situation. I thought I could just handle this and go on with my life, but now I realize I cannot. You ruined the better part of 15 years of my life. I was afraid to date anyone, I let people walk all over me, and I felt lower than dirt. The years you destroyed should have been some of the best years of my life. While everyone was out doing what they enjoyed, I was constantly working to try to take my mind off what happened. You destroyed my self-esteem and that I'm still battling today. I have no confidence in myself to accomplish major tasks in life. It kind of makes me wonder about the other guys that you abused. All of the ones that I know about have had failed marriages. Doesn't it make YOU wonder what they are going through, or do you even care? You were supposed to be someone people could put their trust in and look up to, and here you were doing some of the most disgusting and immoral things you could do. While you were preaching to everyone how they should honor their marriage vows, you were cheating on your own wife, and with who, teenage boys. We had our whole lives ahead of us and you put us through hell on earth. I don't know how you could look yourself in the mirror, let alone get up and preach to people about how they ought to live. When someone would confront you about what you did, you would try to take the attention off of what you did by having some sort of health problem (loss of memory, heart problems, nervous breakdown) . It seemed odd to me that you recovered quick

when you realized that you were in the clear. You really disgust me. It makes me sick to realize how many lives you damaged and the only time that you feel the need to apologize is when it all comes back up again. Then you put on this POOR PITIFUL ME act (how you wish it didn't happen, the reason you do this is because you were abused as a child, you would take it all back if you could, and the all-time favorite, please don't put my family through this again) . What about what you put all of us through? Then what makes me mad is when your brother calls to try to scare people into not saying anything or when the church receives a letter from Mike Riva telling us to stop saying anything. I heard (I don't know for sure) that the reason for the letter was to protect your livelihood. What about my livelihood? I feel like I don't have the confidence to achieve the things that I want to in life. I know this letter seems hateful, I Don't Care. I'm tired of not saying anything just so I won't upset people. Guess what, it gets better. I have been checking the laws on reporting sexual abuse. There was a new law passed that extends the age that you can report abuse to age 38, I'm 32. So here is what I'm going to do. I'm going to let you decide what you should do to make amends for what you did. I will tell you up front, if I get a letter or phone call from your brother or an attorney that in any way appears threatening, I will immediately go to the sherrifs office and file charges against you. This has gone on long enough with nothing being done. This is Not a threat. It all rests on you Tommy, let your concience be your guide. I will not wait long before I will decide what action is best to resolve this.

Roger W. Clem

STATEMENT / COMPLAINT

1. Please give the nature of your relationship with Pastor Tommy Shelton (employee, counselee, church member, colleague, etc.).

Student, church member, choir instructor
Counselee

2. Give the nature of the encounter preceding sexual contact or other misconduct or inappropriate behavior (who approached whom and for what purpose?).

He used his position as a leader to gain my trust, Justed my situation with past unfortunate ~~ps~~ happens to get close to me.

3. Give the nature of sexual contact or of other misconduct or inappropriate behavior (verbal suggestions, fondling, intercourse, etc.).

He tried to perform oral sex on me, He would hug me for long periods of time grabbing my butt. Temped kissing me as well.

4. Give your reaction – how did you feel? what did you do? (consent, comply, resist, etc.).

Made me confused. Had no father figure in my life, I didn't know if this was what Fathers did. I was a pre-teen.

5. Was there at the time or has there been a request for secrecy from Pastor Tommy Shelton or anyone else?

He told me not to tell anyone; they wouldn't understand, other parents would be jealous that I got special treatment.

6. Have you been threatened in any way by Pastor Tommy Shelton or anyone else? Specify.

like I said, at the time, I didn't know what was going on. later I left the church, felt betrayed. How could would one of GODS! leaders do this to me? I

vowed to never come back to the Church.

Pastor,

I hope this is what you needed. I pray that this will help make a change in his life. It's made my life confusing and am seeking help for it. I'm facing difficult times right now, but its ok. Just pray, I think this is only going to make a ~~sh~~stronger man inside. God Bless

Ex. LL

Sign Up!

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

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Added 5/23/2008
 Initial Tax Case
 Public Record

Added 4/10/2008
 Tax Case Lost
 Copyright Trouble

Added 3/29/2008
 Gilley Winning Staff

Added 3/7/2008
 Terminated

3ABN's Tribute to Alleged Pedophile Tommy Shelton

In light of the allegations of child molestation in Virginia which were just made public on December 5, 2006, one has to wonder why any globally televised tribute was given to Tommy at all. Then when one examines what exactly was said, one asks, Why was this said? Why was that said?

Below we have tried to categorize the various statements that the different speakers made during the tribute. If you feel we have made a mistake somewhere, please let us know.

It appears that the entire program was orchestrated in order to counter the sexual misconduct allegations against Tommy Shelton, but the program did it in a way that avoided directly confronting those allegations, and it made no attempt whatsoever to refute them. This seems unfair to the alleged victims.

Further, the program's obvious references to Linda Shelton were totally uncalled for, even if she is guilty of adultery as Danny claims.

We therefore appear to have an example here of abuse of power by Danny Shelton. The fact that he has control of a microphone does not give him license to run his ex-wife into the dirt, or to steam roll over the alleged victims of his brother Tommy's sexual misconduct.

One has to wonder, who wrote the script? Did each speaker write their own remarks? Were the various speakers prompted by someone with ideas of what to include, such as Tommy being a good travelling companion or having quiet talks together or being so warm?

It would be different if Tommy had not been previously accused of taking advantage of travelling situations to molest boys.

Selected Quotes from the New Year's Eve Tribute

"You Took Over the Production Department 2½

Added 2/10/2008
Objections Heard

Years Ago"

Added 1/25/2008
Church Vote

Must Read:
Mom in Pain #1
Mene, Mene,
Tekel, Parsin
The Actual Lawsuit
IRS Criminal
Investigation

"You're production manager. You have been the last two and a half years or so" (Danny Shelton, 0:17)

"Because, uh, as a brother of course I love your very much, but also as production manager for the last two and a half years in particular ..." (Danny Shelton, 1:23)

"That when you took over production two and a half years ago" (Danny Shelton, 1:41)

"Well, two and a half years ago ... you've been there for the last two and a half years." (Danny Shelton, 6:22)

"... the crew these last two two and a half years" (Tommy Shelton, 12:56)

"... two and a half years ago" (Mollie Steenson, 21:25)

"We Had to Fire Linda 2½ Years Ago"

"Well, two and a half years ago when things changed we had some very traumatic things and things happen at 3ABN and, uh, we asked you to step in, Mollie asked you to step into a position that, uh, just temporarily, and, uh, you've been there for the last two and a half years." (Danny Shelton, 6:22)

"Linda Did a Terrible Job"

"Tommy, when I think of, uh, our experience together, one of the first things that comes to mind is an experience that happened when you first became the production director for 3ABN. Umm. Your predecessor had, uh, decided to pay, uh, production employees minimum wage for travel. And, uh, that

person also, uh, structured the work week for the, umm, production truck to minimize the amount of travel that would be available for the employees.

"I forget just exactly when it was but I know that it was very early into your tenure as production director, maybe couple of weeks or few weeks at the most, you came into my office and wanted to talk about the minimum wage situation. Uh. You recognized that this was unfair to your staff and and wanted to correct it, and within a few minutes we had made arrangements to pay production people their full wage as they traveled, and also we standardized the work week for 3ABN employees." (Larry Ewing, 13:42)

Since Danny's ex-wife Linda Shelton was not able to respond on the air to Larry Ewing's comments, we asked her if the above was true. She responded:

"Dan approved all production salaries, not me. ... I don't think any of that is true. Like I said, Dan approved all of the individual salaries. I kind of had a beef about that. Dan and Mollie decided who got a raise and who didn't. I wanted to give Sandra Juarez a raise and Dan wouldn't allow it."

"You've Done a Much Better Job Than Linda"

"I mean, you've done an incredible job. I ... Mollie told me that uh the first year they keep track of all this stuff, you know. She's their general manager. That when you took over production two and a half years ago that we actually increased our production around 60% for programming new programs going on the air." (Danny Shelton, 1:36)

"Also our international headquarters growing and the production of course that it's it's a first-great first-class production ... one of the things they look for is good quality ... and so 3ABN is a part of those now because of you and the production crew." (Danny Shelton, 2:49)

"I want to say I want to thank you tonight, uh, this New Year's Eve I want to thank you for the years of a that you have been a great asset to 3ABN." (Danny Shelton, 6:57)

"You've done an excellent job for 3ABN." (Larry Ewing, 16:28)

"[Mollie] mentioned, 'Tommy is the best,' and I would have to agree with that." (Larry Ewing, 16:59)

"And I've heard that production increased under your leadership. And that's, uh something good, uh. There's been nothing but good things said, uh, here about you because of the fine work you've done." (John Dinzey, 18:00)

"You see, Tommy, our production department has grown and flourished under your management. No one could have possibly done the job that you've done. Tommy you're the best. I just can't imagine 3ABN without you." (Mollie Steenson, 21:55)

"You Have to Retire 3 Months Early Because of Your Stress-Caused Health Problems"

"You are retirement age, actually, coming in March. ... And so we decided to go ahead and and do it here tonight and, uh, so that you can, we're trying to get you out of that stress." (Danny Shelton, 7:56)

"No, Your Stress Isn't Because You're in Trouble Again for Propositioning Men and Abusing Boys"

"... you've been there [in the production department] for the last two and a half years. It is very stressful." (Danny Shelton,

6:38)

"Any position ... can be very stressful. And I realize that that's been very hard on you." (Danny Shelton, 6:44)

"So you have a lot of responsibilities plus weekend traveling." (Danny Shelton, 7:23)

"... pray for you physically too. Because I realize we've put you under a lot of stress. And I know your cholesterol ... Right now I know that your blood pressure has been up again. And, eh, you're under a lot of stress." (Danny Shelton, 7:35)

"And so we decided to go ahead and and do it here tonight and, uh, so that you can, we're trying to get you out of that stress." (Danny Shelton, 8:06)

"Of course ... I think getting you out of a position of so much responsibility" (Danny Shelton, 8:23)

"But as far as you know what he's doing with that tremendous schedule working all week plus traveling weekends that's too much for anybody with a good heart let alone somebody that's struggling." (Danny Shelton, 8:55)

"Plus I live an hour and a half away. It's an awful lot of driving." (Tommy Shelton, 9:04)

"It wouldn't be so bad the driving but you got that ferry that you have to deal with." (Danny Shelton, 9:10)

"Probably my most stressful thing of all of it is that ferry. If I didn't have that ferry I could cope." (Tommy Shelton, 9:26)

Really? It's the ferry that is the worst thing of all? Far worse than the new allegations of child molestation in Virginia? But Tommy, one of your alleged victims in Illinois tells us that that particular ferry boat ride is extremely relaxing.

"You're Not Gone; You'll Be Back. Promise."

"It doesn't mean that we don't want you to come back and volunteer for nothing sometimes, you know, or that we want you to travel with us and do some music here or come back and do some programs." (Danny Shelton, 8:13)

"My sister Tammy she walked in the the office a awhile ago and she goes Well I'm I'm I don't know how I can deal with this if Tommy's not here, she said, you know. And I said, Well no, he's going come and he's going to be helping us and he's still going to do some things." (Danny Shelton, 8:41)

"Like I said, It doesn't mean he's going to be gone from 3ABN. As long as his health holds up. And and we want you to just spend some time and get your health" (Danny Shelton, 9:42)

"... and we're telling our viewers, you're not just gone ... we're going to let up on that for awhile, but as your health, you know, and as you get better and stronger, ... we want you to come back, and be with us as often as you can." (Danny Shelton, 12:20)

"And I'm looking forward to more time with you and I'm hoping very much that we'll be able to work at other, on other projects and things together." (Dee Hilderbrand, 19:10)

"We're Not Guilty of Embezzling Like People Say"

"I remember also that you were strict with them at times, and you, you didn't let them take advantage of 3ABN or the Lord. You were very, you felt very accountable, umm, for the, uh, the management of the Lord's money and you wanted to, to always handle it well." (Larry Ewing, 15:39)

"Tommy Is Such a Great Christian, a Man of Integrity"

"And I must say it was a pleasure to work with you I saw you as an honest person, a person of integrity that was trying to do the best to for the crew and for the guests that came in to do programming but also uh for the Lord. And I appreciate that about you." (John Dinzey, 17:20)

"It's been a pleasure, I must say, to see someone, uh, that would put their best effort forward for the Lord. ... And I appreciate you as a Christian brother ... And I know that you will do the best for the Lord." (John Dinzey, 17:53)

"My real emphasis is how you've helped me grow spiritually." (Dee Hilderbrand, 18:53)

As you know I've prayed a lot for you for your health and I'm very concerned about that. So what the burden on my heart is that you get well and healthy and stay well and healthy and that I have more years to grow and have you as a mentor and an example." (Dee Hilderbrand, 19:24)

"One, you brought a Christian grace and dignity to your work." (C. A. Murray, 20:09)

"You were a good person to work with and umm a fair person and a Christian person ... and you are a good traveling companion." (C. A. Murray, 20:17)

"You're a good man, a good Christian." (C. A. Murray, 21:00)

"But I to praise God that we've had this time to get to know each other. For brother, I've learned so much from you. Mine and Hal's prayer is that God will greatly bless you because we know at that this time of of your life He's going to just open up new avenues for you to serve Him." (Mollie Steenson, 22:11)

"The most important thing they've all said is that they appreciate your Christian experience and your Christian walk with the Lord." (Danny Shelton, 23:51)

"No Allegations Against Tommy Here"

"There's been nothing but good things said, uh, here about you" (John Dinzey, 18:06)

"You are universally loved by us all, and certainly loved and appreciated by me. Sometimes we come together and have little quiet talks and discuss things." (C. A. Murray, 20:43)

"God is going to be with you and we are with you and we send you our love and our respect and God's love." (C. A. Murray, 21:09)

"No, Tommy Is Not After Men"

"Another thing that, uh, I think about when I think about you is, uh, the way that you would always say, "Hi Larry," when we met in the hallway or in the foyeh, and you know, your warmth always shone through to me." (Larry Ewing, 16:33)

"You are universally loved by us all, and certainly loved and appreciated by me. Sometimes we come together and have little quiet talks and discuss things. And, uh, you have the ability to even say no and a person comes out feeling good." (C. A. Murray, 20:43)

"When Those Boys and Their Parents Say That Tommy Would Abuse Them on Trips, Don't Believe It"

"... and you are a good traveling companion." (C. A. Murray, 20:26)

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418198

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

On Thursday night I gave you an opportunity to tell me why Linda was not there. Were you ashamed of telling me why she was not at the camp meeting? Why did you - with tears in your eyes - ask for her to come back - when she was still married and living with you? Who asked her not to show herself at camp meeting? You thought the Lord did not know the truth?

I am not ashamed to sign my name - what do you have to hide?

Johann

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

From: Danny Shelton
Sent: 31. maj 2004 17:05
To: Johann Thorvaldsson
Subject:

You and the Dr. (questionable), underestimate American Intelligence. You possibly could have lost one American, but you didn't think about three cars tailing you at all times, instead of one. All of the stops today on the side of the road would have worked with one car, but with three cars less than a mile apart following each other with phones to keep in contact with each other, was too much for you to deal with.

It's called leap frog. Even if all three cars pass the first one has time to circle back. You foreigners were trying to play a game since last Wednesday that was out of your league.

Certain people didn't see YOU enough to get much video of you, but they sure got plenty of the Dr. and the lady together at numerous places including apartments and hotels.

One may never know how much really went on between the two including you. On the other hand, one might. But we know for sure, that the scripture that says to shun the appearance of evil sure went out the window with those two as the lady is still, very much, married. Have a great flight back, when you finally leave.

Once again you showed yourself for having become a disciple of the Dr. as much as the lady in question, when on Thursday night you tried to play the deceptive game of asking where she was, pretending as though you didn't know. You didn't fool anyone, especially God. I'm praying that you can awake out of the spiritual stupor you have fallen into.

Re: Hospital.eml

Re: .eml

.eml

Ex. 00

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

From: Danny Shelton
Sent: 26. mai 2005 13:29
To: Johann Thorvaldsson
Subject:

I found out that you actually can choose your words very carefully. I wonder why you didn't openly accuse me of all my wrong doings to Garwin like you do everyone else. Garwin knows law better than any attorney I know. He had a team of about 15 full time lawyers for many years to represent his huge company. He says you tried to lead him into conversations where you could say certain things, but that he didn't bite on any of your leads. You weren't bold enough to make statements to him that you would have to defend in court. He thinks nothing of spending whatever money it takes to defend truth no matter how long it takes. He is a very committed man to truth.

He says you really tried to promote the Hope Channel to him. He already knows about some of the programs that Hope puts on, like the one where they promote the Catholic church for all the good they do in the city of Los Angeles. Claus called me from Europe some time ago to tell me that he just watched a special on the Hope Channel promoting the Lutheran Church. You see Johann, Garwin is smart enough to figure out that if you are really an SDA pastor that you wouldn't be happy with some of the programming that hope is showing which is not even SDA. He realizes that you hate me and the 3ABN leadership so much that you will twist the truth to try to convince him of something that is not true. He is an extremely brilliant man. He didn't make hundreds of millions of dollars by falling for the lines of people like you. He has learned to be a good listener as sometimes it may be of value in the future.

He says I should encourage you and Linda to press charges against me about a certain tape that you believe was taped illegally so that it can be brought to court and become public record. He knows the situation surrounding this certain conversation between Linda and this man in Norway. He believes it would be good to have this tape public so that it would be available to anyone who really wants to find out the real relationship between this man and woman. Not only can words be incriminating, but the excitement in the voice, like a young woman in love, as she is aggressively pursuing ways to cheat on her husband with another man. It is cheating when a woman gets caught planning vacations with another man and lying to her husband about it!

The more you support them the worse you will eventually look to all of those that you put your credibility on the line to. Especially when they find out that you've known the truth all along and still support a lie. You forget to tell them that you are aware that Linda and the Dr. stay in his home alone while she is visiting him in Norway. Or that he stays with her when he is in Springfield. You must be a miserable man to have dropped your mission of truth to get the gospel into all the world and now in your sunset years have become a fictional novel writer about theft and scandal and sexual intercourse and all the filth that goes along with it. Surely God must be pleased with his servant Johann.

Please Johann, wake up before it is too late to turn back to God.

People are asking me why an retired minister would write a fictional novel with all the filth involved.

Someone said that maybe is is now getting to write or act out his own fantasies. I had to admit that possibly that's true.

It would be one thing for you to stand up and make accusations and be willing to put your money where your mouth is and defend your charges in court, but to admit that you are using a fake name and writing sexually explicit material and promoting it even over the internet and admitting that it is all made up in you and your co writers minds, who all claim to be Christians, speaks volumes to those listening.

Garwin says that even though you have now put a disclaimer on what you wrote, that your intent to harm is still undeniable, and you will lose in court. It may take both you and whoever presses charges, years and boo coo bucks, but truth and justice will prevail in such a case. You just keep digging your hole deeper.

Ex. PP

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

From: Danny Shelton
Sent: 26. máj 2005 05:54
To: Johann Thorvaldsson
Subject:

As I've said many times before, truth has it's way of coming out. Linda just wrote me a strange email. It says and I quote, " Thanks very much for the proof of your illegally recorded phone call."

Why is that strange you say? Well I'm assuming that you sent her my message to you about Garwin's daughter in law "knowing first hand" about Linda and the Dr.'s affair.

Johann, even you should get this one! If she were innocent, she should have denied there ever was such a phone call between her and the Dr.! But she doesn't deny it because she is accusing me of recording her illegally! Bingo!

In the past she has told me that she is going to press charges against me for wire tapping. I have challenged her to do it. First of all I have never wire tapped or bugged anyones phones. Yes, I can prove this one and will be happy to in a court of law. I just need her to press a charge that I in turn will have to prove is not true. If I do have a recording then I will be allowed to bring in to court and have it played. Then it becomes a matter of public record. I can prove no phone tapping was involved as that is against the Federal law I'm told. Once such a recording would be played for the court, then it is fair game for anyone to pick it up and spread it on the SDA chat rooms, Adventist Today or to anyone else who has been deceived by Linda and this Dr. That would mean that even you would get a chance to hear your two heroes caught in the act of deception. Of course you would try to explain it away bu! t it wouldn't change the truth. And just think you have risked everything you own when you wrote that book for her. What you have done is against the law and it can be proven in court. You fell hook line and sinker just like a rookie would instead of a supposedly seasoned veteran that you clam to be. Maybe you might even get to hear them talk about "old Johann" who has Alzheimers.

In accusing me of recording that phone conversation illegally she is indeed admitting that such a conversation exists!

Danny Shelton

danshelton@

Why Wait? Move to EarthLink.

I am using the free version of SPAMfighter for private users.
It has removed 305 spam emails to date.
Paying users do not have this message in their emails.
Try [SPAMfighter](#) for free now!

Ex. QQ

Subject: [SPAM] FW: Re: 3abn
From:
Date: Mon, 19 Jun 2006 13:08:58 +0000
To: linda@
BCC:

Hi Linda,

Thank you for responding to my email of June 9th 2006 commenting on the 3ABN's chairman reply to my email about 3Abn, Danny, Brandy and you. A friend of mine also received an email message from 3ABN's Chairman, describing in great detail the circumstances regarding your departure from 3Abn. As you read it below, it levels several accusations against you at that time. I am totally confused now and wish that you will comment on the email below and give your side of the story. I do not mean to pry but I am very concerned about you, Danny and the ministry of 3ABN.

P.S. When are you going to update your website? We would like to hear from you more often to ensure that you are doing well

Sincerely,



From: "Walt Thompson"
To:
Subject: Re: 3abn
Date: Tue, 13 Jun 2006

Dear *****,

Thank you for your e mail sharing your frustrations with 3ABN. It is understandable that you may feel frustrated regarding the breakup of Danny and Linda. You are not alone. Had the devil sought a more effective place to point his fatal arrow, he could not have found one. He aimed at its heart, and made a direct hit. However, like the promise in Genesis 3:15, though 3ABN has been wounded, it has risen again, and stronger than ever. Praise the Lord.

Let me summarize some of the events as viewed from my perspective during the past couple years. Perhaps it will allow you to view things a bit differently.

Though we have attempted to keep the leaders of the church attuned to what has been transpiring at 3ABN, we have not said much publicly for Linda's sake. We all still care about Linda, and know she must be hurting terribly.

A little more than two years ago a live television program aired on 3abn from Green Bay, Wisconsin. During that program Linda told of meeting a special person that had changed her life. She did not give the name or the sex of that person, but we later learned that he was listening in Norway. A few months earlier, a doctor visited 3ABN from Norway. He found out about Linda's son being hooked on drugs and told Linda that if he would come to his place in Norway for a month, he would be cured. Arrangements were made and Nathan went there in Feb. 04. While there Linda and one of her closest friends went to visit and spent 3 days with them. During this time Linda and the doctor struck up a relationship that her friend became very concerned about, and eventually came to the place where she decided she needed to speak out. I have heard that testimony. I will not describe it in detail, but it was described as much more than the usual doctor - client relationship. One of the things was that Linda had made arrangements to meet the doctor in Norway to spend 10 days with him touring the pretty places in the country during the following June.

In early March Danny called me. He was very distraught as he told me what Linda was doing. I immediately traveled to 3abn to

find out for myself, and for the next two to three months was there for a few days almost every week. During this time I and a small committee of the board had a number of sessions with Linda, encouraging her to break off the relationship that was ruining her home and putting a serious strain on the ministry. Pastor John L. was one of the first to counsel Linda. From the start, before meeting with Danny and Linda together he warned Linda that what she was doing was wrong, and must stop. He then spent hours counseling the two of them together. I am not sure how many other sessions were had. When I arrived, I arranged for Pastor John, Linda and Danny and I to meet together. We met, talked and prayed. Both Danny and Linda were anointed, and committed to God to do what was right. Linda promised us to cut off the relationship. Not long (I don't remember the length of time, but probably less than an hour) she was secretly on the phone to Norway with the doctor again. We had other sessions with her where she reluctantly made similar agreements, but usually said she was not going to give him up until she was sure Danny would stop interfering in her affairs - as if it was Danny's fault they were having trouble. On one occasion I was able to get the doctor on the phone. I begged him to break of the relationship. He told me he would not. We arranged for Danny and Linda to visit a marriage counselor couple out of state. They were not Adventist, but devout Christians of another faith. They were chosen so that Linda could not claim that they were biased, if Adventist. Danny and Linda spent eight hours with the counselors. They were the one's who told Linda she was committing "spiritual adultery" and that it was wrong and must be stopped at once. She made excuses, said she was doing nothing wrong. They warned her that the way she was going it would soon become physical.

Our committee of the board invited a lady friend of Linda's to sit with us, thinking that, being a woman, she would be able to make Linda comfortable. As soon as she heard Linda's story, she confided to Linda that she was wrong, and needed to correct the problem. Linda requested her to query some of the 3ABN leadership to hear their views. she did this, only to find that Linda used the negative feedback she received as evidence she was not a friend to her cause. Linda would not talk to her again - the same as she had done to the friend that went with her to Norway.

Meanwhile, all during this time, Linda was spending long hours on the phone with the doctor on international calls using phone cards, credit cards, etc. We have records of those cards and can verify the amount of time spent. Some calls were overheard by Danny when she did not know he was around. Whereas she says that she was discussing her son, the calls were, in fact not about her son, but were very personal. Arrangements were made, and tickets purchased to meet him in Florida. (We have evidence such a meeting did indeed take place) When that was discovered, they planned to meet in Las Vegas, and New York. And as you might expect, Danny was by this time checking things out pretty carefully. One night she came home all cheery. While she and Danny were getting ready for bed, she left to do something else (I have forgotten what). While out, Danny found a sack of things in the closet. Upon opening it, he found a pregnancy test kit. (He is "fixed" so he cannot have more children.) When she found out that he had discovered it, she was at first angry because he had "snooped" in her things, and then told him she had just purchased it to see his reaction. We also have evidence that the doctor had given her an expensive wristwatch.

While this was going on, Linda refusing to give up the doctor, and Danny not willing to live with a third party disrupting things, they began talking divorce. Linda's mother lived in Las Vegas (I think) and Linda began making plans to move there long enough to gain residency status and then was going to get a divorce. Discovering the possibility of getting a divorce through Guan, they jointly agreed. Danny was driven by several factors. One, she was not about to be faithful to him. She was running up huge credit card debts on joint accounts making him responsible for paying them off, and he was concerned about 3ABN and the effect the situation was causing on the ministry. It simply could not continue the way things were going. Though I and the board did not get involved in the marriage, we were very much concerned about the ministry.

All the while, this was taking a real toll on the ministry. Work was not getting done. The employees were pulled in both directions. Finally, I sent Linda a registered letter (she was not answering my e mails or phone calls). In it I told her that we were offering to send her away for counseling to a place and with people mutually acceptable. I told her that if she would not accept our offer and find help to get rid of the doctor, we would have to consider removing her from her positions. She did not respond to my letter.

At camp meeting time (the end of May), we also had a board meeting. On Friday night of camp meeting, the doctor and Johann (our European representative before this all developed) came and sat in the back row. Danny was very uncomfortable with them there, fearful they would make a scene on international television. He asked us to ask them to leave. They refused. They walked out just as the meeting was ending. I and some other people went out after them. When we got outside, Johann grabbed me by the shirt and started to shake me in anger. When other bigger people came to my support, he calmed down, and we all talked together for a half hour or so - I am not sure of the total time. In the meantime, Mark Finley spoke with the doctor. I joined them for a few minutes. While I was with Mark and the doctor, something was said that upset Johann, and he and the doctor left, angry and fast, spinning dirt as they left. Because they had begun to hand out papers of a proposed article they were planning to submit to the local newspaper discrediting 3ABN, we warned them not to come back.

The next day, Sabbath, we got hold of Johann by phone and he agreed to meet with us at a park and talk things out. The doctor was also invited, but he said he had said all he had to say the night before, and refused to come. We spent an hour or two with Johann, going over all of the events until then. Finally, I took him to the hotel where they were staying. We sat in the car and talked for some time. At that time he confessed to me that maybe he was wrong in supporting Linda. We had prayer and parted. The three of them left and returned to Springfield shortly after that.

Ex. RR

Begin forwarded message:

From: "Walt Thompson"
Date: May 16, 2006
To:
Cc: "Mollie Steenson"
Subject: 3abn

Dear *****,

Thanks for your interest in 3ABN and your willingness to share your questions, concerns and accompanying info.

Yes, I have seen the Adventist Today article. Danny has remarried.

Yes, I have seen Linda's web site. I will share the other side of the story shortly. Please keep it confidential.

I was involved in the discussions regarding the contract between 3abn and Linda. I do not know what your question is regarding it. Please help me understand the concern here.

As to Danny and your shame, please let me assure you that both he and the 3ABN board are very much aware of the Ten Commandments and of the Judgment. Danny is human, as are we all, but he is not a fake. Nor has he engaged in illegal or immoral behavior. I have been involved with this whole scenario from the beginning and can testify to this. Danny is a man of faith who is led by God - he is not the person you are describing. In the following comments, I think you will see a bit different picture than you have so far been exposed too. I suspect it will change your thinking. Please know, however, that I am happy to receive your feedback and questions if any remain.

I am herein including the account as I saw it while it was taking place and as I see it now. We have chosen not to say much about Linda publicly for her protection. We still care about her. If after reading this account you have further questions and comments, I invite you to continue this correspondence.

A little more than three years ago a live television program aired on 3abn from Green Bay, Wisconsin. During that program Linda told of meeting a special person that had changed her life. She did not give the name or the sex of that person, but we later learned that he was listening in Norway. A few months earlier, a doctor visited 3ABN from Norway. He found out about Linda's son being hooked on drugs and told Linda that if he would come to his place in Norway for a month, he would be cured. Arrangements were made and he went there in Feb. 04. While there Linda and one of her closest friends went to visit and spent 3 days with them. During this time Linda and the doctor struck up a relationship that her friend became very concerned about, and eventually came to the place where she decided she needed to speak out. I have heard that testimony. I will not describe it in detail, but one of the things was that Linda had made arrangements to meet the doctor in Norway to spend 10 days with him touring the pretty places in the country during the following June.

In early March Danny called me. He was very distraught as he told me what Linda was doing. I immediately traveled to 3abn to find out for myself, and for the next three months was there for a few days almost every week. During this time I and a small committee of the board had a number of sessions with Linda, encouraging her to break off the relationship that was ruining her home and putting a serious strain on the ministry. Pastor John L. was one of the first to counsel Linda. From the start, before meeting with Danny and Linda together he warned Linda that what she was doing was wrong, and must stop. He then spent hours counseling the two of them together. I am not sure how many other sessions were had. When I arrived, I arranged for Pastor John, Linda and Danny and I to meet together. We met, talked and prayed. Both Danny and Linda were anointed, and committed to God to do what was right. Linda promised us to cut off the relationship. Not long (I don't remember the length of time, but probably less than an hour) she was secretly on the phone to Norway with the doctor again. We had other sessions with her where she reluctantly made similar agreements, but usually said she was not going to give him up until she was sure peace would be restored in her home - as if it was Danny's fault they were having trouble. On one occasion I was able to get the doctor on the phone. I begged him to break of the relationship. He told me he would not. We arranged for Danny and Linda to visit a marriage counselor couple out of state. They were not Adventist, but devout Christians of another faith. They were chosen so that Linda could not claim that they were biased, if Adventist. They spent eight hours with the counselors. They were the one's who told Linda she was committing "spiritual adultery" and that it was wrong and must be stopped at once. She made excuses, said she was doing nothing wrong. They warned her that the way she was going it would soon become physical.

Our committee of the board invited a lady friend of Linda's to sit with us, thinking that, being a woman, she would be able to make Linda comfortable. As soon as she heard Linda's story, she confided to Linda that she was wrong, and needed to correct the problem. Linda would not talk to her again - the same as she had done to the friend that went with her to Norway. Finally, I sent Linda a registered letter. (she was not answering my e mails or phone calls) In it I told her that we were offering to send her away for counseling to a place and with people mutually acceptable. She did not respond to my letter.

Meanwhile, all during this time, Linda was spending long hours on the phone with the doctor on international calls using phone cards, credit cards, etc. We have records of those cards and can verify the amount of time spent. Some calls were overheard by Danny when she did not know he was around. Whereas she says that she was discussing her son, the calls were, in fact not about her son, but were very personal. Arrangements were made, and tickets purchased to meet him in Florida. When that was discovered, they planned to meet in Las Vegas, and New York. And as you might expect, Danny was by this time checking things out pretty carefully. One night she came home all cheery. While she and Danny were getting ready for bed, she left to do something else (I have forgotten what). While out, Danny found a sack of things in the closet. Upon opening it, he found a pregnancy test kit. (He is "fixed" so he cannot have more children.) When she found out that he had discovered it, she was at first angry because he had "snooped" in her things, and then told him she had just purchased it to see his reaction.

Ex. SS

Subject: Re: Answers to your questions - part 2

From: aureporter@

Date: Wed, 08 Nov 2006 11:49:36 -0500

To: danshelton@

What church leaders were shown the receipt...I could always confirm your statement by interviewing respected church leaders? Right?

You and Mollie have made it clear you will not show any "documentation"...therefore, statements are the only recourse. Put your evidence where your mouth is... show to those of us that can track it out and get responses. Proof is only proof if it can be sourced and verified without a resonable explantion, explanations you clearly do not want heard!!!

Danny, it is you that continue to hide behind the supposition that you have documentation but fail to show anyone. When board members have not seen these things then one must assume they are fiction. Roll em out or suffer from fictionitis!!!

Further, you keep referring to Linda as a source...Linda apparently had little to do with the finances, therefore Linda was not the source/sources in the subject case.

And are you trying to pretend that you paid Mom Ford and Mae Chung for the money they made available for the land and original house??? Tut, tut, tut!!!

Gailon Arthur Joy
AUREporter

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

From: danshelton@

To: aureporter@

Cc: walttmd@

Sent: Wed, 8 Nov 2006 11:04 AM

Subject: RE: Answers to your questions - part 2

Linda and Arild must be belly laughing you! They could have only dreamed she could find someone to believe all of her stories! You continue to amaze me at how unprofessional you are by printing her stories without any documented proof. This does make you equally liable.

Example:

Did Alyssa show you the receipt in which she bought the pregnancy test kit? Where is the proof? You boldly print that the receipt holder is Allyssa. There is none! How do I know?

I have the receipt listing the pregnancy test kit but it was purchased on Linda's credit card! Therefore Gailon, Linda is the purchaser on record! I have witnesses to this fact. I have long ago showed it to church leaders. It's these kind of statements from you that discredit you.

It's this kind of wrong info that you have bought hook line and sinker from Linda this whole time. You want me to show you all my proof but Linda only gives you words and you buy it. Why make her document what she says to you?

That's why you are not in the mix anymore. Because you are obviously on a mission to destroy, not find

truth.

This situation is now in the hands of respected Church people. They will see the receipt, not you.

PS. Another example: There has always been a mortgage on our/my house. This too is also a matter of record. Linda knows this is true. You don't seem to understand that just because you can't find the truth, it doesn't give you the right to print a lie. In the right timing and the right place, I believe you will learn the difference.

The rest of your email is also full of untruths but I won't now take to time to defend the truth. But I will tell you that the truth has already been defended on some of these issues. But I have shown truth to the people who are in the mix.

pss. The burden of proof is on the accuser. Another example. No one ever gave Tommy Shelton \$10,000 to help him leave Virginia for any reason. I challenge you to send documented evidence of any of the above statements that you have printed and released publicly.

So, where is your proof for all of these things except Linda's words to you. Once again, why do you believe her without any proof?

At first I just felt you were mislead, but now it is obvious that you are willing to print untruths without any documentation of proof. This makes you accountable.

Please don't answer this email unless you can send documented evidence of your accusations. Linda or Arild or Johann or Derrell can't help you on this one as none of these stories are true.

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

From:

To: AURreporter@

Sent: 11/8/2006 1:18:51 AM

Subject: Answers to your questions - part 2

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

From: aureporter@

To: AURToday@

Cc: AURreporter@

Sent: Wed, 8 Nov 2006 12:43 AM

Subject: Answers to your questions, part 2

EMAIL FROM TOMMY SHELTON AUGUST 2006

Mr. X,

I'll ask you a few questions and if you will answer them, I will be very happy to answer yours. These are some of the things that have really bothered me.

If Linda and the Doctor were just Doctor and Patient, why did they buy a home together. It is a matter of public record that she put up \$100,000.00 and he put up \$100,000.00. I'm sure she would call it a loan, but then what doctor loans a patient \$100.000.00.

Answer: In fact the \$100,000 is a well documented mortgage from Arild Abrahamsen to Linda Shelton after she was forced to sign off the marital home that was largely possible from gifts via Elora (Mom) Ford and Mae Chung, no mortgage recorded. So Danny sits comfortably in a home

Gifted from two other womenâ€¦is there an inappropriate relationship here??? Only the worst of a psychotic mind would twist a mortgage into a joint venture while his brother sits in a gift from two womenâ€¦ no requirement to repay!!!

If they were only doctor and patient or casual friends, why did Linda buy a pregnancy test after a trip to Norway. She knew her husband had had a vasectomy.

Answer: Allysa is the purchaser of record for the ept. Nathan in fact left it in the front seat to spur on Dannyâ€™s absurd jealousy as a jokeâ€¦perhaps a poor judgement on Nathanâ€™s part but apparently he found it quite humorous to egg Danny on at the time. But then who new Danny was really working on the motive for a divorce at the time and looking for every ludicrous excuse to justify his mid-life trade-in, a apparently a tradition for the Shelton Boys, of course with the exception of Tommy, who, though married to Carol, has allegedly a proven track record of youthful male preference, reportedly including their own adopted son (Ricky), requiring counseling in Nashville.

Speaking of misappropriation of money- how could Linda justify hiring a full time secretary to do nothing but try to push her music to radio stations all over the country - gospel and secular? She sent hundreds and hundreds of her CD's out. It had nothing to do with 3ABN. How did she justify spending tens of thousands of dollars to make music videos of her music. She hired two full time employees to do nothing but work on her music videos - the few that were aired brought all kinds of criticism from the viewing audience, but she continued until all of this came up.

Answer: Laura Warfel had broad and varied tasks for several years before the cdâ€™s were even conceived. Laura worked under Dee Hilderbrand in Lindaâ€™s production department, a clear misrepresentation by Tommy Shelton. The 3ABN cdâ€™s were at best a small part of Lauraâ€™s work time and consisted of periodic cover-letters for mailings to gospel radio stations comprising 800-900 stations and then the shipping department did the actual shipping. In fact this process was Dannyâ€™s stated objective to get 3ABN product into the masses other than TV and build multi-media name recognition. Most of Lauraâ€™s duties were administrative and was largely writing assignments, including ghost writing.

Frankly this is an insult to an employee who served 3ABN loyally before her husband Gene died and for several years after he died and is a gross misrepresentation of material fact by Tommy Shelton, assuming Tommy is the actual author.and not the fiction of his ever loving brother, Danny.

Brad Walker and Scott Tanner were actually hired for special projects such as graphics, animation and other special affects and made several music videoâ€™s on the side as 3ABN labels and were 3ABN product (see the administrative law judges findings which clearly references this) with all the proceeds going to 3ABN, not Linda, until after the divorce(see 3ABN Separation Agreement at Linda Shelton.org) Although, 3ABN kept the masters and gave Linda only her inventory to sell by Danny's own proposal because he wanted to purge Linda from 3ABN beginning April 1, 2004, more than two months before Linda was officially wrongfully terminated and then unwillingly divorced. The music videos were specifically designed to drive the name of 3ABN in the market-place, ie: a marketing tool. Clearly a GROSS misrepresentation of Tommy.

For the epitome of MIS-APPROPRIATION Tommy needs to look straight into the MIRROR!!! Tommy was the alleged beneficiary of several "love gift" donations tax free when he was not an employee, but rather a pastor for the Church of God. Yes people, your "love gifts" to 3ABN went to support a Church of God pastor!!! The most egregious being a gift of \$10,000 to help bail Tommy out of Mannassis, Va., following another allegation of child molestation while serving as a Church of God Pastor.

Then letâ€™s discuss Dannyâ€™s books that 3ABN buys from Danny at a profit and then markets to the 3ABN public. Yes, some of your contributions went to purchase self-published books from Danny at a guaranteed profit. Then 3ABN had to try and sell these books or give them away as premiums. Ten Commandments Twice Removed terms remain undisclosed. But at 4.8 Million books, well, let's just say there is room to suspect a major windfall to Danny Shelton!!!

Then letâ€™s discuss the numerous records cut for Melody, Tommy and Danny, who cut records/ cdâ€™s at a cost of nearly \$20,000 per master for free. Melody not only had the masters cut, but in fact receives 100% of the proceeds of her cd sales. In other words, these are pure expense with little or no income for 3ABN, while Lindaâ€™s marketing lead to actual profitability to 3ABN. A net gain on expense with Linda never receiving a dime of the sales dollar.

Just gross misrepresentation...Next fiction please??? I love responding to fiction!!!

How does she explain a taped conversation with the doctor where she is talking like a school girl, begging him to come and "take her away?"

Answer: What tape??? You mean the clearly illegally taped conversation that Danny purportedly taped contrary to Illinois Law that virtually no-one has ever actually heard and only a heavily edited transcription has ever been heard or read, which suggests that it does not exist in the form Danny claims it reflects, and which Linda vehemently denies. SO, I dare you to produce this wonder of American technology for inspection, review, actual non fictional transcription and mass production!!!, And the dare goes to Tommy or Danny, depending upon the real author of this piece of sanctimonious fiction.

How about the statement that a conference president heard the some of the tape and declared that was enough for him!!! Why don't you tell us who this conference president is? We couldn't find him!!! Yet the stories ramble so easily, unchecked and unverified, but always sourced to Danny Shelton. And ultimately seem to originate as fiction.

I could go on and on but it is not my intention roast Linda, but if you are going to get involved you need to hear the other side. No one can make rational judgment without knowing the whole story. Every thing I have just told you is either documented - or the tape speaks for itself, or there a numbers of witnesses (saw with their own eyes) that can attest to every word I have said.

Answer: Yes, it is a good idea to get to hear the other side. You see, neither the 3ABN board, nor the Thompsonville SDA church, nor the Illinois Conference executive committee had that opportunity. And thus the blind rubber stamping of "Thus Saith Danny" And yes, it is time to correct this egregious error and it is our clear intention to do just that!!!!

Much of this has never been told because my brother has tried not to hurt her.

Answer: Except at every opportunity with fictional mis-representations such as demonstrated here. If you would like further proof of clear insidious efforts to destroy Lindaâ€™s reputation and ability to be heard, I shall be most willing to give substantial detail to any individual and to a properly constituted church ecclesiastical tribunal.

The next two days are very busy for me. I will answer your questions Sunday or Monday at the latest if you assure me that you are sincere in wanting to just know the truth for God's glory.

Tommy

Tommy, since I have answered your questions, as you promised, I have many questions for you and would love to have an extensive discussion relating to your duties at 3ABN, including the witch-hunt for the leaks, your history with the Church of God pastorates, your three brothers, your sister and the history of 3ABN, particularly your compensation and other considerations. Please let me know when you will be available and I will take the time to interview. Keep in mind, it may take two or three hours to answer all the residual questions that have developed over the past two months.

Also, keep in mind, when I speak with you, I am looking for the truth, the whole truth and nothing but the truth, so help me God..therefore, I will make it my duty to be certain fiction will be uncovered and exposed.

Ex. TT

Subject: FW:
From: "Danny Shelton"
Date: Wed, 11 Oct 2006 08:08:33 -0500
To: G. Arthur Joy

Danny Shelton
danshelton@
EarthLink Revolves Around You.

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

From: [Danny Shelton](#)
To: [Walt Thompson](#)
Sent: 10/8/2006 12:13:14 PM
Subject:

Gailon,

Walt copied me your email to him.

I have copies of numerous statements you have made against me as though they are facts. I have copies of numerous other emails that you have sent over the Internet making false claims against me. I am surprised that some one who is a self appointed investigator would make so many public false claims against me that cannot be backed up in a court of law.

I can tell you now that I will not make certain evidence about Linda and the Arild's affair available to you. You are not anyone's attorney, as you are not an attorney at all, and neither are you a licensed Private Detective recognized by your state or any other state. I have used not one but three licensed Private Detectives who will testify in court concerning evidence of Linda's and Arild's affair. No they have not used any illegal means to gather evidence, only that which will stand up in a court of law. I have numerous witnesses who will give first hand accounts of their actions. Your little group has second and third hand info passed around over and over. This will not stand up in court as you should know.

Your last email to Walt proves that you either don't have the capacity to know truth from error or you don't care, but you will still be accountable for what you are spreading not only here but in the heavenly courts. I'm sorry that you have aloud your self to be mis lead. Some one of your age should realize that just because a statement about some one contains a certain amount of truth, it can still be a lie. You have been told many lies. Of course there is some truth mixed with much of it. Satan has used the same tactic against God for thousands of years.

You have expressed that Linda and Arild have passed your "truth" test concerning them being guiltless of having an affair. So much so that you are going to email your results to everyone you can to get enough support to bring 3ABN down. I hope that they are believable enough for you to stake every thing you own on the information you have received from them and certain others, because in the long run that could be what is at stake for you. My guess is from reading your un Christian emails to Walt, that you won't take this as a flag to stop and re examine your information for truth before spreading more of it. It appears that you will see this as Danny must be running scared ect ect. I can assure you that is not the case, but I am encouraging you to get the facts straight before you continue to publish lies. This can have bad consequences for every one involved, including you.

Anyway, let me give you just a few things to think about,

You claim that Linda passed your truth test. Are you not aware that any one who is a polished liar will not wiggle or squirm when being questioned about their lies, ESPECIALLY if they are confident that the person who is questioning them has already bought their lies hook, line and sinker?

Linda also seemed to pass the lie test verbally about her relationship with Arild to me and the board for a while, but physical evidence showed up to disprove her smooth talk. I'll give you just a couple small

examples.

The detectives told me that Arild gave Linda a very nice watch as a gift. The watch had two faces so she could keep USA home time as well as keep Norway time. She had already been to Norway and had a vacation to Greece and Scandinavia planned with him. This kind of watch would be very helpful while traveling. A very nice watch.

A few days later when I asked Linda if the Dr. had given her a watch, she said absolutely not. I asked her to promise before God that this man did not give her a two faced watch as a gift while they were in Springfield. She told me she had no problem promising before God and that whomever had told me that the Dr. gave her a watch as a gift was misled. She never wiggled or squirmed. She was almost convincing to me. The problem was... I had already caught her in numerous lies in the previous months about her relationship with this man.

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 took it in the house, layed in on our kitchen counter and took some pictures of it with my digital camera. I then downloaded them on my computer and printed out an 8x10. I then put in under my shirt and walked out side to where she was laying by the swimming pool. I told her that our marriage could not last if there was no trust involved. I told her that more important to me than the watch, was the fact that I wanted to be able to believe her. I told her that if the Dr. did give her such a gift, I just wanted her to be up front with me. She became very angry and said that this was abuse because I was badgering her about something that she knew nothing about. She further told me that I was paranoid and crazy just like the Dr. had told her all along.

So I once again asked her if she would promise before God that the Dr. had not given her a watch as a gift. She blurted out, "For crying out loud, I know nothing about a two faced watch that the Dr. supposedly gave me! Leave me alone or I'm leaving!"

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!"

I said to her that rather than talk about abuse, I thought we should talk about the lie of the whole thing. A few minutes later she left the house.

I'm only giving you the tip of the iceberg. This is not my proof for adultery. I'm only telling you why your truth test on her has Zero credibility as she is apparently in a different league than you as you bought her stories hook line and sinker.

Yes, I have the watch box. I also still have the pictures of the watch and know where Arild bought the watch. I also could go on and on how such scenario's of lying on her behalf went on for months and months and how the physical evidence also told a different story. I got legal advice and did my homework.

One more small illustration, If you ask Linda did she and the doctor held hands while walking the dog outside the hotel where she was with the Dr. in Springfield around 10:00 pm, while we were still married, she will tell you straight up that...NO they did not hold hands while walking the dog away from the Hotel's lighted area. She will sound believable. Gailon, I believe she would pass your honesty test without squirming or wiggling.

There is only one problem though. I have sworn statements from the PI's that they are willing to testify in court that Linda and the Dr. indeed held hands while walking the dog once they got away from the Hotel's parking lot.

Now Gailon, If I'm telling the truth about the PI's testimony in court, who do you think the court would believe? The Dr. and Linda or The Illinois licensed Private Investigators?

If you want to gamble that what I am telling you is a lie, then that is your business. I will tell you this though, that a number of people including some church leaders have seen this and other evidence.

Once again, I realize this alone does not prove adultery on their parts. But you don't seem to understand that I have done my homework. I would not do something so stupid as you seem to think I've done to divorce Linda without grounds and to re marry and expect my 3ABN board and certain church leaders to support me. It should be noted that when Linda and I agreed to mutually divorce as we did in the Guam divorce that I had no intentions of ever marrying again. No, there was no one else on my string. That is another lie you've been told.

Am I all talk as you claim? Can I support my claims in court? Will I be busted? Or will any credibility you may have had with some people fly out the window along with some other consequences? Time will tell.

3ABN is my calling and my life. No, I'm not perfect but neither are you. But God knows I handled Linda's indiscretion the best way I knew how. I never publically exposed her. In fact that's why you are now on board with her. She has convinced people that since we have not publically exposed her sins that she must be innocent.

On another note, I have not limited my statement that only Linda and Johann had input into the little televangelist book. Derrell Mundall also was a contributor as well as a couple others. Speaking of Derrell, it seems that you believe that Derrell is mis aligned. Derrell's perversion is no secret. Even Brad Thorp of the Hope Channel and Gary Gibb's know of his problem. They hired him for a while in spite of the fact they knew he has a sickness for looking at pornography of little boys. They may not have talked to you about it, but have been open with several others. I'm surprised you only do digging against those that you want to prove something against rather than look for truth.

Hope Channel justified hiring Derrell because they said they hired him as a private contractor so they were not responsible for his perversion. Why don't you ask them? Why would Melody's and Derrell's divorce papers forbid Derrell Mundall to ever have his kids overnight?

You seem to think because people won't give you answers to your questions that something stinks in Denmark as they say. Most of the time they probably don't know why they should as you don't represent any body but your self. I don't know if Brad and Gary will give you answers or not. But they have talked to Mark Finley and others. I do know that Mark Finley didn't let you in what all he knows. Mark will be one of my witnesses through our church process that we are now negotiating. I agree that it is time to get past all the past. Either my board and I made the right decision concerning Linda or we have mislead every one. It's time for the truth to come out. Going through the Church leaders process is the Matt. 18 example, I believe.

Linda not only knows the truth about Derrell, but has even called me after our divorce expressing her concern of visiting Derrell one day while he still lived in Southern Illinois and seeing his two youngest boys running around the house totally naked during the day time. She said she was afraid for them. She wanted me to make Melody aware of this fact but not to mention her name as she did not want Derrell mad at her. Derrell admitted his perversion to pastor Samuel Thomas and pastor John Dinzy. In fact the Thompsonville church put him on??? I forget the name, but they said he could not take part in any services for six months, as he was one of the piano players for the Thompsonville church. It was called "censure" I think. This kind of info is readily available.

It might also be noted that Derrell is what we call in Illinois a dead beat dad. He owes Melody thousands of dollars in child support and apparently has no intentions of paying any child support. My grandkids tell me their dad is always telling them how much money he makes in California, but has never offered to pay child support. I marvel that SDA's who claim to be God's remnant people can't even discern the lies of people like Derrell. Linda is much harder to find out because she is so good a distorting the truth.

Gailon, I'm not naive enough to think that this little bit of info I've given you will get you to jump sides. You are obviously a driven man and feel that you are the leader of all your Black SDA cronies who are looking up to you.

The purpose of this letter to you is to encourage you to get all your ducks in order before you circulate any more mis info as it would be bad for everyone including yourself when the truth comes out in God's timing.

Most of all wouldn't it be terrible if at some point you find that you led an attack against God's ministry that is still in the business of winning souls around the world while you, mean while, are too busy throwing stones to concentrate on soul winning. A few people who have read your statements against me in support of Linda have commented that your name calling of me and the arrogant way of making your point is not the way Jesus would do it or the way he would have his people present what they believe is truth. There is no love or compassion for me or others that you think is wrong. Those statements are already out there, you can't change it.

I was talking to someone who read some of your statements about us, a very well respected person in the church that nearly every SDA knows. His comments were that any real Christian will see that you are a driven man with a mission, but not one for truth.

Gailon, the difference between mine and Linda's and the Dr.'s statements are I have evidence that can be supported in court to back up my claims. They have only words. I have run all this by some very experienced attorneys who have no problem defending me in court if necessary. I have never wanted to show my evidence in court, but a very wise friend of mine told me from almost the beginning that this day

might come so has helped me in numerous ways to LEGALLY prepare for such an hour as this if necessary. I do understand how important physical evidence is in such a case, verses words from those involved and am prepared.

People like you have gotten caught in the smoke screen that Linda and the Dr. have put up throwing out accusations all over the place and using people just like you to spread their lies. I am going to keep focused on one main concern that many people have.... Did Danny have biblical grounds for divorce from Linda and the the biblical grounds for re marriage?

Gailon, you will lose this battle. I have already given this information to select church leaders whom I respect and trust even including Presidents of several Conferences. Mark Finley may not have given you information because he may feel it is not necessary, but he will be called to testify what he has already divulged to certain people within the church.

Why do you think he is trying to talk you out of spreading your,,as Barbara Kerr calls it,, Exoneration of Linda?

It's not that the 3ABN board and I do not have actual witnesses, testimonies and physical evidence to prove Linda and Arild's affair, it's just that we are not giving it to you because we don't think it is time to show our evidence and we also think you are not the one to give it to as you have already shown yourself to have chosen sides without being wise enough to do your home work.

We do have proper channels within the church to show our evidence which will also solve the problem of so much unfounded gossip going around the Internet to show much of what you and others have written to be incorrect, especially when it comes to-- did Danny have biblical grounds for divorce and re marriage.

That's the big issue as far as viewers and church leaders are concerned. We are now prepared to go through the proper channels to give this evidence and are talking with respected leaders even now as to how best to serve the church and God in this issue.

Danny

Ex. UU

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

In response to your letter of June 20, 2008, I again object to your calling your unilateral production schedule something that was mutually agreed upon. The objections I raised in my letter of May 28 still stand, and I have never relinquished those objections.

Second, your claim that *3ABN World* is available from 3ABN's website does not explain your failure to produce *Catch the Vision* and the predecessor to *3ABN World*. And if you go to 3ABN's website and try to download the August 2005 issue of *3ABN World*, you will find that it is missing. The September and November 2004, issues of *3ABN World* are likewise missing. Please produce these documents.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email

EX 369

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

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

M. GREGORY SIMPSON
612-337-6107
gregsimpson@sbgdf.com

July 10, 2008

**VIA FACSIMILE AND U.S. MAIL- CERTIFIED MAIL-
RETURN RECEIPT REQUESTED**

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

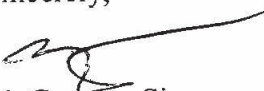
**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

Enclosed please find a chart indicating documents which are being withheld from production on the basis of Attorney-Client/Work Product Privileged. We did not list communications with counsel regarding this lawsuit, even though you asked for them because they are so clearly non-discoverable.

We have now completed our document production pursuant to the schedule in our letter dated May 27, 2008. From my phone conversation with Mr. Joy today, I understand you will be responding to my letter dated July 9, 2008, in the next week or two.

Sincerely,

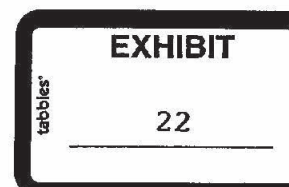


M. Gregory Simpson

MGS/ajd
Enclosure

cc: Gailon Arthur Joy (via Facsimile and U.S. Mail-Certified Mail-
Return Receipt Requested)

EX 370



Privilege Log

Date	Document Type	General Description	Reason
9/10/2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
9/27/2007	Board Meeting Minutes - Special	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
September 2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
11/16/2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
11/27/2007	Board Meeting Minutes - Special	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
12/5/2007	Board Meeting	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
2005	Invoices - AP (34 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2005	Invoices - AP (33 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2006	Invoices - AP (7 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2006	Invoices - AP (3 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
7/20/2007	Report	EEOC allegations - internal report compiled by Jackson Lewis - Thompson	Attorney-Client/Work Product Privileged
10/17/2006	Report	EEOC allegations - internal report compiled by Jackson Lewis - Bottomley	Attorney-Client/Work Product Privileged

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

Regarding your production of confidential documents, you have erroneously stamped 3ABN's financial statements, Form AG990-IL, Form CT-12F, and Form 990 as confidential. Please correct these grievous, inexcusable, and flagrant abuses of the Confidentiality Order within seven days.

Additionally, I cannot but consider it abusive to stamp as confidential invoices for such things as pens, sticky notes, and office chairs.

Speaking of such invoices, which specific request were such invoices allegedly responsive to?

Lastly, a considerable number of the pages are unreadable, likely due to the originals being faint and the scanning being done in black and white rather than grayscale. Please provide readable copies.

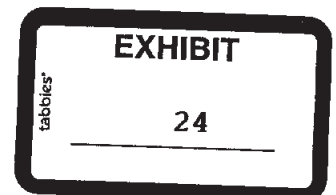
Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email

EX 372



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

I highly doubt that the documents pertaining to the evidence for Linda Shelton's alleged affair contains donor-identifying information, and thus, according to your unilateral production schedule, should have been produced by now. Yet it is nowhere to be found in the production thus far.

While I have received invoices and purchase orders pertaining to purchases from Remnant and PPPA, there is nothing documenting purchases from D & L Publishing and DLS Publishing, unless it be among the unreadable documents.

You stated that the production of June 20, 2008, pertain to "Requests Nos. 1, 2, 3, 5, 6, 9, 10, 12, 20, and 32." Yet there isn't anything at all pertaining to the proposed merger in response to Request No. 32. Neither are there any board minutes in response to Request No. 1. Other items are likewise missing.

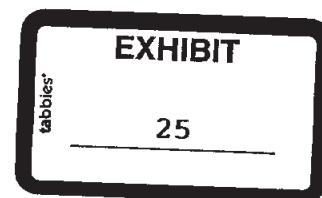
Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email

EX 373



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

In your filing yesterday, you state that the allegedly confidential material you will produce this Friday will have information redacted from it other than just donor-identifying information. This goes beyond the statements of your production schedule.

I will remind you that I specifically stated in our conference of June 4-5, 2008, that I did not agree to the production of documents on June 27 with donor identifying information redacted out, and the redaction of any other information never was discussed.

For that matter, the redactions in one of the Rule 26(a)(1) documents pertaining to Nick Miller produced on May 14 never were discussed either. Please produce that document in its entirety within seven days.

I will also remind you that I put you on notice in our conference of June 4-5, 2008, that the claim that 2500 additional pages were produced was erroneous, as well as the claim that the only documents remotely relevant to Danny Shelton's personal finances are those pertaining to the title and purchase of a car.

Sincerely,



Bob Pickle, *pro se*

cc: Lizette Richards via email and fax
Gailon Arthur Joy via email

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Documents Responsive to Mr. Pickle's RPD
Document Descriptions
(Updated 7/17/2008)

BATES RANGE¹	DOCUMENT DESCRIPTION	REQUEST NO.²
000001-000016	Danny Shelton's Travel Schedules	20
000017-000199	3ABN Inventory Lists – music, TV programs, publications, etc.	22, 34
000200-000201	Publication Agreement	3
000202-000203	Publication Agreement	3
000204-000205	Publication Agreement	3
000206-000207	Publication Agreement	3
000208-000209	Publication Agreement	3
000210-000211	Publication Agreement	3
000212-000213	Publication Agreement	3
000214-000216	Publication Agreement	3
000216-000217	Publication Agreement	3
000218	Contact List – Trust Management Committee Members	2, 3, 17, 32
000219	Accounting Summary – Disposed Vehicles	9, 12, 26
000220-000300	Financial Statement – 2005	9, 12, 26
000301-000423	Illinois Charitable Organizations Annual Filing Reports	5, 9
000424-000431	Flight Log (Handwritten) – 2007	20
000432-000462	Flight Log – 2007	20
000463-000500	Aircraft Log	20
000501	Purchase Order – Smith & Butterfield	9, 10
000502	Purchase Order – Remnant Publications	9, 10, 22
000503	Purchase Order – Smith & Butterfield	9, 10
000504	Purchase Order – Smith & Butterfield	9, 10
000505	Purchase Order – Smith & Butterfield	9, 10
000506	Purchase Order – Pacific Press	9, 10, 22
000507	Purchase Order – Smith & Butterfield	9, 10
000508	Purchase Order – Smith & Butterfield	9, 10
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000533	Invoice – Smith & Butterfield	9, 10
000534	Purchase Order – Smith & Butterfield	9, 10
000535	Purchase Order – Smith & Butterfield	9, 10
000536	Purchase Order – Smith & Butterfield	9, 10
000537	Purchase Order – Smith & Butterfield	9, 10
000538	Purchase Order – Smith & Butterfield	9, 10
000539	Invoice – Smith & Butterfield	9, 10
000540	Purchase Order – Smith & Butterfield	9, 10
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000542	Purchase Order – Smith & Butterfield	9, 10
000543	Purchase Order – Smith & Butterfield	9, 10
000544	Purchase Order – Smith & Butterfield	9, 10
000545	Purchase Order – Smith & Butterfield	9, 10
000546	Purchase Order – Smith & Butterfield	9, 10
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000553	Invoice – Smith & Butterfield	9, 10
000554	Purchase Order – Smith & Butterfield	9, 10
000555	Purchase Order – Smith & Butterfield	9, 10
000556	Invoice – Pacific Press	9, 10, 22
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000559	Purchase Order – Smith & Butterfield	9, 10
000560	Purchase Order – Smith & Butterfield	9, 10
000561	Purchase Order – Smith & Butterfield	9, 10
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000568	Invoice – Smith & Butterfield	9, 10
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000570	Invoice – Smith & Butterfield	9, 10
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000574	Invoice – Smith & Butterfield	9, 10
000575	Invoice – Smith & Butterfield	9, 10
000576	Invoice – Smith & Butterfield	9, 10
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000592	Purchase Order – Smith & Butterfield	9, 10
000593	Purchase Order – Smith & Butterfield	9, 10
000594	Purchase Order – Smith & Butterfield	9, 10
000595	Purchase Order – Smith & Butterfield	9, 10
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000603	Purchase Order – Smith & Butterfield	9, 10
000604	Purchase Order – Smith & Butterfield	9, 10
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000613	Purchase Order – Smith & Butterfield	9, 10
000614	Invoice – Remnant Publication	9, 10, 22
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000619	Invoice – Smith & Butterfield	9, 10
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000621	Purchase Order – Smith & Butterfield	9, 10
000622	Purchase Order – Smith & Butterfield	9, 10
000623	Purchase Order – Smith & Butterfield	9, 10
000624	Purchase Order – Smith & Butterfield	9, 10
000625	Purchase Order – Smith & Butterfield	9, 10
000626	Purchase Order – Smith & Butterfield	9, 10
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000628	Purchase Order – Smith & Butterfield	9, 10
000629	Purchase Order – Smith & Butterfield	9, 10
000630	Purchase Order – Smith & Butterfield	9, 10
000631	Purchase Order – Smith & Butterfield	9, 10
000632	Purchase Order – Smith & Butterfield	9, 10
000633	Purchase Order – Smith & Butterfield	9, 10
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000641	Invoice – Smith & Butterfield	9, 10
000642	Invoice – Smith & Butterfield	9, 10
000643	Invoice – Smith & Butterfield	9, 10
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000656	Invoice – Smith & Butterfield	9, 10
000657	Purchase Order – Smith & Butterfield	9, 10
000658	Purchase Order – Pacific Press	9, 10, 22
000659	Purchase Order – Remnant Publications	9, 10, 22
000660	Purchase Order – Smith & Butterfield	9, 10
000661	Invoice – Smith & Butterfield	9, 10
000662	Invoice – Smith & Butterfield	9, 10
000663	Purchase Order – Smith & Butterfield	9, 10
000664	Purchase Order – Smith & Butterfield	9, 10
000665	Invoice – Smith & Butterfield	9, 10
000666	Invoice – Smith & Butterfield	9, 10
000667	Invoice – Smith & Butterfield	9, 10
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000671	Purchase Order – Pacific Press	9, 10, 22
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000676	Purchase Order – Smith & Butterfield	9, 10
000677	Purchase Order – Smith & Butterfield	9, 10
000678	Purchase Order – Smith & Butterfield	9, 10
000679	Purchase Order – Smith & Butterfield	9, 10
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000707	Purchase Order – Smith & Butterfield	9, 10
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000725	Invoice – Smith & Butterfield	9, 10
000726	Invoice – Smith & Butterfield	9, 10
000727	Invoice – Smith & Butterfield	9, 10
000728	Invoice – Smith & Butterfield	9, 10
000729	Invoice – Smith & Butterfield	9, 10
000730	Invoice – Smith & Butterfield	9, 10
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000736	Invoice – Smith & Butterfield	9, 10
000737	Invoice – Smith & Butterfield	9, 10
000738	Invoice – Smith & Butterfield	9, 10
000739	Invoice – Smith & Butterfield	9, 10
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000750	Invoice – Smith & Butterfield	9, 10
000751	Invoice – Smith & Butterfield	9, 10
000752	Invoice – Smith & Butterfield	9, 10
000753	Invoice – Smith & Butterfield	9, 10
000754	Invoice – Pacific Press	9, 10, 22
000755	Invoice – Pacific Press	9, 10, 22
000756	Invoice – Pacific Press	9, 10, 22
000757	Invoice – Smith & Butterfield	9, 10
000758	Invoice – Smith & Butterfield	9, 10
000759	Invoice – Smith & Butterfield	9, 10
000760	Invoice – Smith & Butterfield	9, 10
000761	Invoice – Smith & Butterfield	9, 10
000762	Invoice – Smith & Butterfield	9, 10
000763	Invoice – Pacific Press	9, 10, 22
000764	Invoice – Pacific Press	9, 10, 22
000765	Invoice – Smith & Butterfield	9, 10
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000767	Invoice – Smith & Butterfield	9, 10
000768	Invoice – Pacific Press	9, 10, 22
000769	Invoice – Pacific Press	9, 10, 22
000770	Invoice – Smith & Butterfield	9, 10
000771	Invoice – Smith & Butterfield	9, 10
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000774	Invoice – Smith & Butterfield	9, 10
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000779	Invoice – Smith & Butterfield	9, 10
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000805	Invoice – Smith & Butterfield	9, 10
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000833	Invoice – Smith & Butterfield	9, 10
000834	Invoice – Smith & Butterfield	9, 10
000835	Invoice – Smith & Butterfield	9, 10
000836	Invoice – Smith & Butterfield	9, 10
000837	Invoice – Smith & Butterfield	9, 10
000838	Invoice – Smith & Butterfield	9, 10
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000849	Invoice – Smith & Butterfield	9, 10
000850	Invoice – Smith & Butterfield	9, 10
000851	Invoice – Smith & Butterfield	9, 10
000852	Invoice – Smith & Butterfield	9, 10
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000861	Invoice – Remnant Publications	9, 10, 22
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000863	Invoice – Smith & Butterfield	9, 10
000864	Invoice – Remnant Publications	9, 10, 22
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000866	Invoice – Remnant Publications	9, 10, 22
000867	Invoice – Remnant Publications	9, 10, 22
000868	Invoice – Remnant Publications	9, 10, 22
000869	Invoice – Remnant Publications	9, 10, 22
000870	Invoice – Smith & Butterfield	9, 10
000871	Invoice – Smith & Butterfield	9, 10
000872	Invoice – Smith & Butterfield	9, 10
000873	Invoice – Smith & Butterfield	9, 10
000874	Invoice – Smith & Butterfield	9, 10
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000882	Invoice – Smith & Butterfield	9, 10
000883	Invoice – Smith & Butterfield	9, 10
000884	Invoice – Smith & Butterfield	9, 10
000885	Invoice – Smith & Butterfield	9, 10
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000894	Invoice – Smith & Butterfield	9, 10
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000898	Invoice – Smith & Butterfield	9, 10
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000900	Invoice – Smith & Butterfield	9, 10
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000933-000938	Accounting Summary – Fixed Assets – 2003	12, 26
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001023-001054	Accounting Summary – Machinery, Other Fixed Assets – 2003	12, 26
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¹ The Bates Range refers to Plaintiff's documents produced under the prefix TABN. Inclusion in this grid *does not* indicate a waiver of any of our objections to Mr. Pickle's requests from our Brief filed with the Court on June 25, 2008.

² The Request No. corresponds to Defendant Robert Pickle's Request for Production of Documents, dated December 7, 2007, request numbers.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,

Hon. Richard Alan Enslin

ROBERT PICKLE, PETITIONER

Hon. Ellen S. Carmody

v

Case No. 1:08-mc-00003

REMNANT PUBLICATIONS, INC.,
RESPONDENT

MOTION TO AMEND ORDER

NOW COMES Remnant Publications, Inc., by and through its attorneys, Biringer, Hutchinson, Lillis, Bappert, & Angell, P.C., by Charles R. Bappert, and moves this Court pursuant to Fed. R. Civ. P. 59(e) as follows:

1. Respondent is not a party to the lawsuit between plaintiffs, Three Angels Broadcasting Network, Inc. and Danny Lee Shelton, and defendants, Gailon Arthur Joy and Robert Pickle, that has been filed in United States District Court for the Central District of Massachusetts, Case No. 07-40098-FDS.
2. An order was entered on June 20, 2008 by this Court to compel the production of documents from respondent to defendants without *in camera* review by the District Court in Massachusetts.
3. A Motion for Protective Order Limiting Scope and Methods of Discovery was filed by the plaintiffs in the District Court in Massachusetts on June 25, 2008. (*See* Plaintiffs' Motion and Memo in Support of Motion).
4. The Motion for Protective Order filed by the plaintiffs addresses the delaying tactics and abuse of discovery exercised by the defendants thus far, and the same Motion asks the District Court of Massachusetts to consider the relevancy of the requested documents. (*See* Plaintiffs' Exhibits 19-21).
5. If the District Court of Massachusetts finds the numerous documents sought by the defendants to be irrelevant, that finding would also prohibit the distribution of documents from Remnant Publications, Inc. to the defendants on the basis of non-relevancy.

This motion is supported by the memorandum attached and the Motion for Protective Order Limiting Scope and Methods of Discovery, Memorandum in Support of Motion for Protective Order, and supportive filing of plaintiffs in the District Court in Massachusetts. Particular attention is called to Exhibits 19, 20, and 21 of that attachment, together with the Memorandum in Support of Motion for Protective Order.

RELIEF REQUESTED

WHEREFORE, Remnant Publications, Inc. requests that this Honorable Court amend its order of June 20, 2008, as follows:

Order the documents retrieved from Remnant Publications, Inc. be submitted for *in camera* review to the United States District Court for the Central District of Massachusetts pending a determination of relevancy by that court.

Dated: June 27, 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 g\15003.19



MATHIS · MARIFIAN
RICHTER & GRANDY, LTD.
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

*mailed
4/13/08
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April 3, 2008

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Philip D. Speicher
Shannon K. Cook
Jennifer L. Sellers
Elizabeth C. Hesselbach
Andrew C. Rushing

Mr. G. Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

Re: Gray Hunter Stenn LLP
Second subpoena for records in Case No. 07-40098-FDS
United States District Court for the District of Massachusetts

Dear Mr. Pickle and Mr. Joy:

As you are aware, our office has been retained to represent Gray Hunter Stenn LLP. We have been provided with a copy of the second subpoena that was served on Alan Lovejoy and Gray Hunter Stenn LLP. A copy of said subpoena and accompanying correspondence is enclosed for your convenience.

The subpoena requests that Gray Hunter Stenn LLP produce and permit inspection and copying of the following documents created after January 1, 1998:

- 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.
- 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 services rendered to 3ABN, as defined herein.
- All contracts, agreements, work papers, engagement letters, management letters,

23 Public Square • Suite 300 • P.O. Box 307 • Belleville, IL 62220 • tel: 618 • 234 • 9800 • fax: 618 • 234 • 9786
 7710 Carondelet, Suite 405 • St. Louis, MO 63105 • tel: 314 • 421 • 2325 • fax: 314 • 727 • 3046
www.mmsg.com

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April 3, 2008

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management representation letters, or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.

- 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 services rendered to Danny Shelton, as defined herein.

The subpoena defines 3ABN as "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 Enterprise, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music or 3ABN Radio.

The subpoena also defines "Danny Shelton" as 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.

Please be advised that this letter serves as written objection to your second subpoena pursuant to Federal Rule of Civil Procedure 45.

According to attorney Jerrie Hayes, on March 7, 2008, the United States District Court for the District of Massachusetts heard a motion by 3ABN for a protective order governing the confidentiality of the ministry's financial, accounting, and bookkeeping records. As a result of that hearing, the Magistrate Judge issued an order asking that the parties submit proposed confidentiality orders for his consideration. It is our understanding that the Magistrate Judge has yet to rule on the motion to issue a protective order (he has the parties' various proposed protective orders under advisement). Since the documents you requested in your second subpoena involve the very documents which are subject to the pending motion for protective order, Gray Hunter Stenn LLP will not be making the requested documents available for your inspection or copying at this time.

In addition to the pending protective order motion, we are also objecting to your second subpoena because compliance will be unduly burdensome to Gray Hunter Stenn LLP. While you have agreed to bear the expenses for the copying, the assembling costs will be quite high. For over ten years worth of records, it will take several days for Gray Hunter Stenn LLP to gather and assemble the requested information.

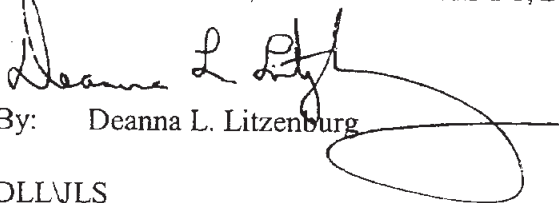
April 3, 2008
Page 3

Finally, the subpoena lacks specificity. In particular, your definition of 3ABN requires Gray Hunter Stenn LLP to speculate on the assumed names of 3ABN and the entities in which 3ABN has control over. Furthermore, your definition of Danny Shelton requires Gray Hunter Stenn LLP to speculate on the entities in which Danny Shleton has control over.

Please be advised that due to the foregoing reasons, Gray Hunter Stenn LLP will not be making the requested documents available for inspection or copying absent an order issued from the Southern District of Illinois requiring it to do so. Further, it will also require a protective order that disclosure of the documents be limited to you and your attorneys as you prepare for trial.

Very truly yours,

MATHIS, MARIFIAN, RICHTER & GRANDY, LTD.


By: Deanna L. Litzenburg

DLLVLS

Enclosure

cc: Mr. Alan Lovejoy
Gray Hunter Stenn LLP

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Case No.: 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

ORDER

This matter comes before the Court on the agreed motion to continue the hearing currently set for July 24, 2008 (Doc. 18). The Court **GRANTS** the motion and will be reset the hearing following the issuance of a decision by the U.S. District Court for the District of Massachusetts on the parties' respective motions to compel and for a protective order. The Court **ORDERS** that within ten days of the issuance of the Massachusetts decision, the parties shall either move to withdraw their respective pending motions or file a status report describing the matters remaining in issue. The Court further **ORDERS** that any pending deadlines for submission of briefs relating to the pending motions are hereby **VACATED**. A new briefing schedule will be issued by the Court if the matter is reset for hearing.

IT IS SO ORDERED.

Dated: July 15, 2008

s/ J. Phil Gilbert
J. PHIL GILBERT, DISTRICT JUDGE

EX 393



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Minneapolis, Minnesota 55401
T (612) 337-6100 F (612) 339-6591
siegelbrill.com

SIEGEL BRILL
GREUPNER DUF
& FOSTER P.A.

July 25, 2008

Dr. Walter Thompson, 3ABN Board Chairman
2747 Walden Lane
Lake Geneva, WI 53147-3440

Re: Three Angels Broadcasting Network, Inc. / IRS Inquiry

Dear Dr. Thompson:

As you know, the Internal Revenue Service and the United States Attorney for the Southern District of Illinois asked to review all of the financial records of 3ABN for the period from 2000 to 2006 as part of an inquiry into allegations made against Danny Shelton. Danny Shelton, the outside auditor for 3ABN and other parties were likewise requested to produce financial information relating to Danny Shelton.

Both the undersigned and Max Carr-Howard of the firm Husch Blackwell Sanders represent 3ABN and recommended complete cooperation with the inquiry. Upon this recommendation, 3ABN and Danny Shelton did provide complete cooperation and full access to their records. Our review of 3ABN's financial records, as well as numerous interviews of 3ABN employees and members of your Board of Directors, made us optimistic that the inquiry would be resolved favorably to 3ABN and Danny Shelton.

As you know, 3ABN willingly produced copies of well over 100,000 pages of 3ABN's records to the investigators and granted unfettered access to its employees who were extensively interviewed.

Recently 3ABN was contacted by representatives of the investigating agencies. The purpose of those contacts was to inquire whether 3ABN wanted the copies of the financial records it produced returned to 3ABN or destroyed. When an inquiry is completed and the government agency has no further need for the copied documents, it is routine to either destroy them or return them to the producing party. 3ABN instructed the investigators to destroy the copies produced by 3ABN.

July 25, 2008


Page 2

At our direction, Danny Shelton also cooperated fully in producing copies of requested documents through 3ABN. The copies he produced have now also been ordered destroyed by the investigating agencies. We are informed that similar calls were made to others who produced copies of requested records and we are informed that those copies were also ordered destroyed.

The offer by the investigating agencies to destroy all of the copies produced brings closure to the investigation in a manner favorable to 3ABN and Danny Shelton. Contrary to statements being made by enemies of 3ABN and Danny Shelton's ministry, no adverse actions either civil or otherwise have resulted from the inquiry. 3ABN has not paid any money to any governmental agency to resolve the inquiry nor has Danny Shelton.

The results speak loudly to how well managed 3ABN is and to the dedication of its employees and your Board of Directors. It also speaks loudly to the diligence Danny Shelton uses in conducting his own personal affairs. We commend you and wish you well as you continue your ministry.

Very truly yours,



Gerald S. Duffy

GSD/jmw

cc: Mollie Steenson
Jim Gilley
Danny Shelton
Board Members

Ex. B

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ABOUT 3ABN

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MOIPTV		Jobs				More...

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Ex. C

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

From: [Ron Shelton](#)

To:

Sent: Thursday, June 26, 2008 9:53 PM

Subject: audit

Hello friends,

I wanted to let you know that I got a call a few minutes ago and was told that the IRS has ended it's audit of both 3ABN **and** Danny Shelton's personal audit after nearly one year.

They called 3ABN's lawyers and ask them what 3ABN wanted them to do with the 13,000 pages of documents as they were **closing the case!** They could return the documents or destroy them.

THE VERDICT... Not one infraction, not one discrepancy, not one fine!
SQUEAKY CLEAN! Complete vindication!

We are **not surprised** however, God has been in control all the time! He has foiled another attack by the adversary on one of His greatest ministries!

Blessings,
Ron

Ex. D

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

From: [Ron Shelton](#)

To:

Sent: Friday, June 27, 2008 9:32 PM

Subject: Audit of 3ABN

Hello friends,

I got another update about the number of 3ABN documents that was examined by the IRS. I told you wrong last night. It's not 13,000.,, The lawyers are saying .. OVER 100,000.

Praise the Lord!

Blessings,

Ron

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.)	

ANSWERS TO INTERROGATORIES
DIRECTED TO RESPONDENT

Now comes the Respondent, Danny Lee Shelton, by his attorney, Timothy R. Neubauer of Neubauer, Hanson & Overstreet, P.C., and answers the Interrogatories Directed to Respondent received from the Petitioner, Linda Sue Shelton, as follows:

OBJECTION - The Respondent objects to each Interrogatory, #1, #2, #4-#8 inclusive, and #13-#18 inclusive, wherein the Petitioner inquires about a seven year period. The Illinois Supreme Court has promulgated Standard Matrimonial Interrogatories pursuant to Supreme Court Rule 213(j), and that said Standard Matrimonial Interrogatories provides for a party to investigate and disclose information for a period of three years, not seven years. At each request for information for seven years, the Respondent objects as the information requested is irrelevant, immaterial and unduly burdensome to produce.

- (b) 4 times a year
- (c) varies
- (d) varies

- (a) Remnant Publishing, royalties, Coldwater, Michigan
- (b) 4 to 6 times a year
- (c) varies
- (d) varies

3. Do you own any interest in real estate? If so, with regard to each such interest state the following:

- (a) The size and description of the parcel of real estate, including improvements thereon;
- (b) The name, address and interest of each person who has or claims to have an ownership interest in the parcel of real estate;
- (c) The date your interest in the parcel of real estate was acquired;
- (d) The consideration you transferred or paid for your interest in the parcel of real estate;
- (e) Your estimate of the current fair market value of the parcel of real estate and your interest therein; and
- (f) The amount of any indebtedness owed on the parcel of real estate and to whom.

ANSWER: Yes

- (a) 18 acres located at 2954 New Lake Road, West Frankfort
- (b) Danny Lee Shelton, 2954 New Lake Road, West Frankfort
Merlin Fjarli
- (c) 2004
- (d) \$150,000.00 was paid to the Petitioner, Linda Sue Shelton.
\$50,000.00 was paid to MidCounty Bank Mortgage to pay off the mortgage they held in the real estate.
- (e) \$275,000.00, per appraisal
- (f) \$200,000.00 to Merlin Fjarli

4. For the preceding seven years, list the names and addresses of all associations, partnerships, corporations, enterprises or entities in which you have had

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: 8/18, 2006.



Danny Lee Shelton

Ex. F

STATE OF ILLINOIS
County of Franklin
Document No. 2015-4805
Filed for record

AUG 12 2005
at 10:00 o'clock A M.
Fee paid \$ 447.00
RHSP Surcharge \$ 10.00
Rene B. Hill
County Clerk & Recorder

_____[Space Above This Line for Recording Data]_____

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$200,000.00.

THIS MORTGAGE dated August 1, 2005, is made and executed between **DANNY L. SHELTON**, whose address is 2954 New Lake Road, West Frankfort, IL 62896 (referred to below as "Grantor") and **THE FJARLI FOUNDATION**, whose address is 670 Mason Way, Medford OR 97501 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, the ("Real Property") located in Franklin County, State of Illinois:

A PART OF THE NORTHWEST ONE-FOURTH (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) 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 ¼) OF THE NORTHEAST QUARTER (NE ¼); 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 THE 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.

2005-4805

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Danny L. Shelton
DANNY L. SHELTON

STATE OF ILLINOIS)
) SS.
COUNTY OF FRANKLIN)

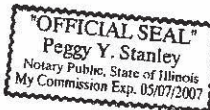
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **DANNY L. SHELTON**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 2005.

Peggy Y. Stanley
NOTARY PUBLIC

My commission expires on 5-7, 2007.

Wp\re\mtgshelton705



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

_____)	
IN RE: OUT OF DISTRICT SUBPOENA,)	Hon. Richard Alan Enslin
)	
ROBERT PICKLE, PETITIONER)	Hon. Ellen S. Carmody
)	
GAILON ARTHUR JOY, PETITIONER)	Case No.: 1:08-mc-03
)	
v)	
)	
REMNANT PUBLICATIONS, INC.,)	
RESPONDENT)	
_____)	

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. Attached hereto as **Exhibits A–C** are contracts between Danny Lee Shelton (hereafter “Shelton”) and Pacific Press Publishing Association (hereafter “PPPA”) for three booklets Shelton authored. These contracts document that Shelton was to receive royalties for sales of these titles, and that Three Angels Broadcasting Network, Inc. (hereafter “3ABN”) was to be a co-publisher with PPPA of these titles. (Ex. A–C at ¶¶ 8–9).

2. On his Schedule C for D & L Publishing (hereafter “D&L”) for 2001, Shelton reported \$75,800 in sales and \$55,000 in cost of goods sold on those sales. (*infra* ¶ 5). The sales figure favorably compares to the \$75,000 in purchases from D&L that 3ABN reported in note 14 of its 2001 financial statement. (Doc. 3-11 at nt. 14).

3. Attached hereto as **Exhibit D** is but one of about 77 invoices, purchase orders, or related documents pertaining to purchases of non-Shelton-authored materials by 3ABN directly from PPPA for resale or giving away. These documents were produced by the plaintiffs of the underlying case (hereafter “Plaintiffs”) to the defendants of the underlying case (hereafter “Defendants”) on June 20 and 27, 2008.

4. Attached hereto as **Exhibit E** is the only document thus far produced by the Plaintiffs pertaining to 3ABN’s purchases from D&L and DLS Publishing, Inc. (hereafter “DLS”). It was produced on June 27, 2008.

5. Shelton’s Schedule C’s for D&L for 2001 through 2003 also show other income on line 6 of \$2,716, \$14,332, and \$2,678 respectively. The \$14,332 figure for 2002 is marked “Royalties.” As a courtesy to Shelton, I am seeking by motion to file these Schedule C’s separately under seal as **Exhibits F–H**.

6. Attached hereto as **Exhibit I** is a copy of Shelton’s Final Decree for Dissolution of Marriage issued by the Superior Court of Guam, dated June 25, 2004. Shelton and his ex-wife Linda still have a case pending in Illinois regarding the division of their marital assets.

7. Attached hereto as **Exhibit J** is a printout of information from the Illinois Secretary of State’s website regarding DLS.

8. Attached hereto as **Exhibit K** is a contract concerning Kay Kuzma’s book *Mending Broken People*. The Plaintiffs produced this contract on June 20, 2008. Attached hereto as **Exhibit L** is the epilogue of *Mending Broken People* which states on page 366 that the finishing touches on the last few chapters were being done by May 2004.

9. I have perused 3ABN’s Form 990’s for 1998 through 2006, and 3ABN’s financial statements for 2000 through 2006, and I have not been able to find any items of revenue identified as pertaining to royalties.

10. Attached hereto as **Exhibits M–Q** are documents pertaining to purchases of Shelton’s booklets through Remnant, produced by the Plaintiffs on June 20, 2008.

11. I inquired of PPPA as to the quantity pricing PPPA might give for Shelton’s booklets, and I was given the following pricing. The retail price is what anyone might expect to pay, and the wholesale price is what a retail store known as an Adventist Book Center (hereafter “ABC”) would expect to pay.

Number of Copies	Retail Price	Discount for ABC’s	Wholesale Price
1 to 99	49¢	[?]	[?]
100 to 999	35¢	20%	28¢
1,000 to 4,999	33¢	20%	26.4¢
5,000-9,999	30¢	15%	25.5¢
10,000+	25¢	10%	22.5¢

Special pricing for larger quantities is possible, using a formula that takes into consideration whether the purchaser is a wholesaler or retailer, and the promoting or advertising the purchaser will be doing for the titles. Mixing of titles to obtain special quantity pricing is sometimes allowed. Thus 3ABN, due to its resale activities, global promotion of Shelton’s booklets, and large quantities purchased, should have been able to get the best pricing possible from PPPA.

12. Thus, at the very least, 3ABN likely paid at least 10% more for Shelton’s booklets by purchasing them through D&L, DLS, or Remnant than by purchasing them directly from PPPA. However, Shelton’s reporting of 27% to 32% profit on his 2001 through 2003 Schedule C’s on such sales (line 5 ÷ line 3 of Ex. F–H) suggests that 3ABN might have been able to negotiate a purchase price much lower than 22.5¢ each.

13. Attached hereto as **Exhibit R** are relevant pages from Shelton’s book *The Antichrist Agenda* documenting that Remnant printed this book for DLS Publishing. An excerpt from this book became *The Ten Commandments Twice Removed*, of which about 4.8 million

were purchased from Remnant by 3ABN in the first four months of 2006 at a cost of about \$3 million, allegedly generating several hundred thousand dollars in royalties for Shelton. Invoices and purchase orders documenting these sales in 2006 are attached hereto as **Exhibits S–GG**.

14. In early July of 2006, Linda Shelton's daughter Alyssa Moore released a confidential, signed statement only pastors were supposed to read, alleging that Shelton had sexually assaulted her. On August 13, 2006, I was watching a rerun of an August 10, 2006 broadcast, in which Shelton was likened unto Moses and John the Baptist, and in which he was declared to be beyond human correction. By innuendo Alyssa Moore was called a liar, while the participants on the broadcast claimed that they weren't going to defend themselves against the lies and persecution they were receiving. I was appalled and decided to launch an investigation into what was going on, for even if the girl was lying, you don't trash her confidential testimony on global television while claiming that you aren't going to defend yourself.

15. On August 14, 2006, I discovered that Church of God Pastor Glenn Dryden had sent a letter to the 3ABN Board chairman in May 2003 claiming that Tommy Shelton had molested six boys. He was subsequently threatened by a 3ABN attorney writing on behalf of Tommy Shelton. After obtaining permission, I forwarded Glenn Dryden's letter to four Seventh-day Adventist church administrators and pastors, and on August 15, 2006, Gailon Arthur Joy, whom I had never met, obtained it indirectly from one of those four individuals. After checking out the allegations, Mr. Joy decided to launch his own investigation.

16. Sources told Mr. Joy and me that Remnant leases its building and aircraft from for-profit, Hall-controlled companies, and that Remnant's president Dwight Hall was in this way supplementing his salary from Remnant, a non-profit, 501(c)3 organization. Attached hereto as **Exhibit HH** is a web page belonging to Branch County, Michigan, that identifies Dwight Hall's brother Dan Hall (who also serves as Remnant's vice-president, secretary, and treasurer) as the

21. Of six non-parties subpoenaed by the Defendants, four readily complied. While Gray Hunter Stenn LLP (hereafter "GHS") initially objected, they did not do so on the basis of relevancy, and they later decided to comply.

22. Attached hereto as **Exhibit OO** is former 3ABN counsel and board member Nicholas Miller's email of November 2, 2006, containing the allegation that a senior 3ABN employee fraudulently altered financial documents, seemingly at Shelton's direction. The Defendants have used this email as a basis for claiming that they must be allowed to challenge whatever documents the Plaintiffs eventually produce. The Defendants used this argument in their February 25, 2008, opposition to Shelton's motion to quash the Defendants' subpoena *duces tecum* upon MidCountry Bank in the District of Minnesota. In that action the court ordered the production of documents, which MidCountry was intending to do anyway. The Defendants also used this argument in their July 7, 2008, filing in the Southern District of Illinois concerning the Plaintiffs' untimely-by-60-days motion to quash the Defendants' subpoena *duces tecum* upon GHS. GHS had belatedly decided to comply. The entire issue over that subpoena is still pending.

23. The Defendants asked Remnant's counsel on August 5, 2008, to stipulate to the including in the ordered production all documents pertaining to indirect payments to Shelton via D&L and DLS. That letter of request and Remnant's counsel's reply are attached hereto as **Exhibits PP-QQ**.

24. The documents used as Exhibits D-E, K, M-Q, S-GG were classified confidential by the Plaintiffs. I gave Attorney Gregory Simpson the at-least-7-day notice required by the Confidentiality Order in the underlying case (Doc. 3-10 at ¶ 3) by fax, email, and U.S. Mail on July 30, 2008, and have thus far received no reply. My letter of July 30, which also stated our position regarding these documents, is attached hereto as **Exhibit RR**.

FURTHER DEPONENT TESTIFIES NOT.

Signed and sealed this 18th day of August, 2008.

/s/ Bob Pickle

Bob Pickle
Halstad, MN 56548

Subscribed and sworn to me
this 18th day of August, 2008.

/s/ Melanie Dee Nelson

Notary Public

My Commission Expires Jan. 31, 2011

AGREEMENT FOR PUBLICATION

This agreement for publication made this 11th day of October, 2001 between Pacific Press Publishing Association, Inc. (the "Publisher") and Danny Shelton (the "Author") for the publication of a certain literary work (the "Work") presently titled The Forgotten Commandment under the following terms and conditions:

SECTION A. THE AUTHOR

- (1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit in the Work itself, or except where Author has obtained permission to present the Work as Author's work.
- (2) Author guarantees and represents that the Work contains no matter that is libelous or otherwise unlawful, and he or she promises to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fees.
- (3) Author agrees not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.
- (4) Author hereby transfers to Publisher the exclusive and universal rights for all languages to (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world; (b) distribute copies of said Work to the public by sale or other transfer of ownership, or by rental, lease, or lending; (c) reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, or other electronic formats.

SECTION B. THE PUBLISHER

- (5) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.
- (6) Publisher will provide Author with a copy of the edited and copy-edited manuscript on which Author may review editorial changes.
- (7) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States.

- (8) Publisher agrees that Three Angels Broadcasting Network shall be listed as a co-publisher with Pacific Press Publishing Association on the title page of the Work.
- (9) Publisher will remunerate Author by paying royalties on copies of the Work sold at Publisher's invoice selling price in accordance with the prevailing structured royalty scales established by the General Conference of Seventh-day Adventists. The Work will be published as a mass distribution sharing book, in a saddle stitch binding. The General Conference royalty rate presently prevailing for books in this category is seven percent (7%) of the wholesale price for all copies sold.

Author to receive one hundred percent (100%) of the above royalty.

- (10) As immediate consideration for this agreement, Publisher will pay to Author the sum of \$500.00 as an advance upon royalties. This advance royalty will be deducted from earned royalties when settlement is made, according to the terms stated in paragraph 11 below.
- (11) Within eight weeks after December 31 of each calendar year, Publisher shall render to Author an account of sales of the Work during the year immediately preceding. At such time, Publisher will pay the amount due Author, after having deducted any advances and any other items to be paid by Author.

- (12) Publisher shall pay Author no royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.

SECTION C. GENERAL

- (13) This written instrument contains the entire publishing agreement between Author and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author and an authorized representative of the Publisher.
- (14) Publisher shall communicate with Author using the most recent address on file for Author. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.
- (15) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.

Danny L. Shelton
AUTHOR

[Signature]
PACIFIC PRESS PUBLISHING ASSOCIATION, INC.
PRESIDENT

AGREEMENT FOR PUBLICATION

This agreement for publication made this 7th day of March, 2002 between Pacific Press Publishing Association, Inc. (the "Publisher")

and

Danny Shelton (the "Author")

for the publication of a certain literary work (the "Work") presently titled Does God Love Sinners Forever?

under the following terms and conditions:

SECTION A. THE AUTHOR

(1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit in the Work itself, or except where Author has obtained permission to present the Work as Author's work.

(2) Author guarantees and represents that the Work contains no matter that is libelous or otherwise unlawful, and he or she promises to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fees.

(3) Author agrees not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.

(4) Author hereby transfers to Publisher the exclusive and universal rights for all languages for all languages to (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world; (b) distribute copies of said Work to the public by sale or other transfer of ownership, or by rental, lease, or lending; (c) reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, or other electronic formats.

SECTION B. THE PUBLISHER

(5) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.

(6) Publisher will provide Author with a copy of the edited and copy-edited manuscript on which Author may review editorial changes.

(7) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States.

(8) Publisher agrees that Three Angels Broadcasting Network shall be listed as a co-publisher with Pacific Press Publishing Association on the title page of the Work.

(9) Publisher will remunerate Author by paying royalties on copies of the Work sold at Publisher's invoice selling price in accordance with the prevailing structured royalty scales established by the General Conference of Seventh-day Adventists. The Work will be published as a mass distribution sharing book, in a saddle stitch binding. The General Conference royalty rate presently prevailing for books in this category is seven percent (7%) of the wholesale price for all copies sold.

Author to receive one hundred percent (100%) of the above royalty.

(10) As immediate consideration for this agreement, Publisher will pay to Author the sum of \$500.00 as an advance upon royalties. This advance royalty will be deducted from earned royalties when settlement is made, according to the terms stated in paragraph 11 below.

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(12) Publisher shall pay Author no royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.

SECTION C. GENERAL

(13) This written instrument contains the entire publishing agreement between Author and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author and an authorized representative of the Publisher.

(14) Publisher shall communicate with Author using the most recent address on file for Author. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.

(15) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.

Danny Shelton
AUTHOR

Robert Steg
PACIFIC PRESS PUBLISHING ASSOCIATION, INC.
PRESIDENT

AGREEMENT FOR PUBLICATION

This agreement for publication made this 7th day of March, 2002 between Pacific Press Publishing Association, Inc. (the "Publisher") and Danny Shelton (the "Author") for the publication of a certain literary work (the "Work") presently titled Can We Eat Anything? under the following terms and conditions:

SECTION A. THE AUTHOR

- (1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit in the Work itself, or except where Author has obtained permission to present the Work as Author's work.
- (2) Author guarantees and represents that the Work contains no matter that is libelous or otherwise unlawful, and he or she promises to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fees.
- (3) Author agrees not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.
- (4) Author hereby transfers to Publisher the exclusive and universal rights for all languages for all languages to (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world; (b) distribute copies of said Work to the public by sale or other transfer of ownership, or by rental, lease, or lending; (c) reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, or other electronic formats.

SECTION B. THE PUBLISHER

- (5) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.
- (6) Publisher will provide Author with a copy of the edited and copy-edited manuscript on which Author may review editorial changes.
- (7) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States.
- (8) Publisher agrees that Three Angels Broadcasting Network shall be listed as a co-publisher with Pacific Press Publishing Association on the title page of the Work.

(9) Publisher will remunerate Author by paying royalties on copies of the Work sold at Publisher's invoice selling price in accordance with the prevailing structured royalty scales established by the General Conference of Seventh-day Adventists. The Work will be published as a mass distribution sharing book, in a saddle stitch binding. The General Conference royalty rate presently prevailing for books in this category is seven percent (7%) of the wholesale price for all copies sold.

Author to receive one hundred percent (100%) of the above royalty.

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(12) Publisher shall pay Author no royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.

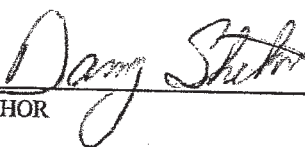
SECTION C. GENERAL

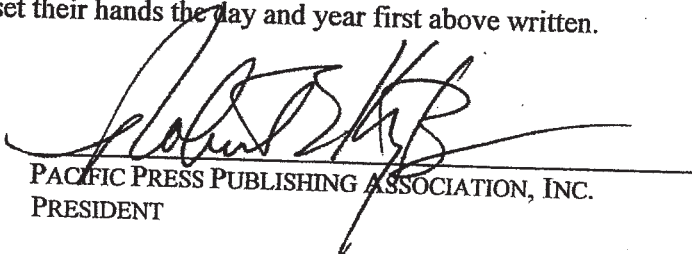
(13) This written instrument contains the entire publishing agreement between Author and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author and an authorized representative of the Publisher.

(14) Publisher shall communicate with Author using the most recent address on file for Author. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.

(15) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.


AUTHOR


PACIFIC PRESS PUBLISHING ASSOCIATION, INC.
PRESIDENT

Ex. D

THREE ANGLES OF A COASTAL ENGINE WORKS
 1101 COX 220
 WEST FRANKFORT, KY 40687
 (502) 325-4455

DATE: 2-13-03

100134
 [Signature]

Pacific Press 3A82

3000	Stop to Coast		340 ^{cc}
	+ shipping	DS	340^{cc}

CONFIDENTIAL

TABN000526

7321038

008681

152210
Ex. E

D&L Publishing

2954 New Lake Rd,
West Frankfort, IL. 62896

Invoice #2
12-13-01

Sold to 3 Angels Broadcasting Network 100,000 copies of "The Forgotten Commandment"

100,000
x .25

Total amt. Due \$ 25,000

50251

THREE ANGELS BROADCASTING NETWORK INC.

4661

7321038 Danny L. Snelten

10/13

CR006641 12-13-01 25000.00 0.00

Acct: 10250-000-1001

Check Date: 10/13/01

Total

25,000.00

10/26/08

33

LAW OFFICES
TARPLEY & MORONI, LLP
 A Law Firm including a Professional Corporation
 Bank of Hawaii Building
 134 West Soledad Avenue, Suite 402
 Hagåtña, Guam 96910
 Telephone: (671) 472-1539
 Fax: (671) 472-4526

Rosa Adill
 COUNTY CLERK

APR 20 2005

FILED

FILED
 SUPERIOR COURT
 OF GUAM

2004 JUN 25 AM 9:55

CLERK OF COURT

BY: _____

Attorney for Petitioner

IN THE SUPERIOR COURT OF GUAM

DANNY LEE SHELTON,
 SS#: [REDACTED]
 D.O.B.: [REDACTED] 1951

 Petitioner,

v.

LINDA SUE SHELTON,
 SS#: [REDACTED]
 D.O.B.: [REDACTED] 1957,

 Respondent.

DOMESTIC CASE NO.

DM 0923-04

**FINAL DECREE FOR
 DISSOLUTION OF MARRIAGE**

This cause came before the Court upon the Verified Petition of Dissolution of Marriage of Petitioner.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. Petitioner is granted a dissolution from the Respondent on the grounds of irreconcilable differences between the parties.

2. The Interlocutory Decree is incorporated herein by reference.

3. Either party is free to remarry.

AGREEMENT FOR PUBLICATION

This agreement for publication made this 6th day of January, 2005 between Pacific Press Publishing Association, Inc. (the "Publisher")

and

Kay Kuzma (the "Author") and Three Angels Broadcasting Network, Inc. ("3ABN")

for the publication of a certain literary work (the "Work") presently titled

Mending Broken People

under the following terms and conditions:

SECTION A. THE AUTHOR

(1) Author guarantees and represents that he or she is the sole author and proprietor of the Work, except where differently stated and indicated by proper credit in the Work itself, or except where Author has obtained permission to present the Work as Author's work.

(2) Author and 3ABN guarantee and represent that the Work contains no matter that is libelous or otherwise unlawful, and Author and 3ABN promise, jointly and severally, to hold harmless and to indemnify Publisher against any costs or damages sustained by Publisher because of any libelous or unlawful matter in the Work or because it infringes any copyright, including, but not limited to, costs to defend against any such claims including attorney's fees.

(3) Author and/or 3ABN, at her/his expense and at Publisher's request, agrees to furnish Publisher with written permissions from any owners whose materials are used in the Work. Furthermore, Author and 3ABN will jointly and severally indemnify and hold Publisher harmless from any liability associated with the ownership of any material published in the Work including, but not limited to, costs to defend against any such claims including attorney's fees.

(4) Author agrees to furnish Publisher necessary documentation and to prepare such revisions of the manuscript as from time to time may be found necessary and desirable by Publisher and to assist in the circulation of the Work.

(5) Author and 3ABN grant Publisher the right to make editorial changes and adjustments necessary to improve the Work, with the understanding that any major changes will be made in consultation with Author/3ABN. Should Publisher and Author/3ABN be unable to agree to a change or adjustment after acceptance of the Work, Publisher and Author/3ABN agree to allow the point or points in question to be submitted to mutually agreed upon, recognized authorities. If no mutually satisfying solution can be worked out, this publishing agreement may be terminated by the Publisher. In such an event, Author/3ABN will return to Publisher any advance royalty payment paid to Author/3ABN by Publisher.

(6) Author and 3ABN agree not to furnish any other publisher during the term of this Agreement any work of competing character on the same subject.

(7) Author and 3ABN hereby transfer to Publisher the exclusive and universal rights for the English language to do and authorize any of the following: (a) reproduce and publish said Work in the United States of America and elsewhere throughout the world; (b) distribute copies of said Work to the public by sale or other

transfer of ownership, or by rental, lease, or lending; (c) display such Work publicly. Further, Author and 3ABN hereby transfer to Publisher a non-exclusive right for the English language to reproduce and publish said Work or portions thereof electronically in databases, storage and retrieval systems, Internet web sites, CD-Rom, e-book, or other electronic formats.

(8) Author/3ABN hereby transfer to Publisher ownership of the material object (the manuscript) in which the Work is embodied.

(9) Publisher agrees to sell copies of the Work to Author and 3ABN at Publisher's listed retail price less a discount of sixty percent (60%). 3ABN and Author shall have the right to market such purchased books at sales events other than conference-sponsored camp meetings. Such sales rights shall also extend to sales on 3ABN radio and television broadcasts, newsletters, catalogues and other marketing resources of Author and 3ABN. Such purchases shall be paid for by Author or 3ABN, whichever party places the order, within sixty (60) days after the date of Publisher's invoice. In order to avoid conflicts in overlapping markets, the parties agree to cooperate and communicate with each other regarding pricing for the Work for all markets.

SECTION B. THE PUBLISHER

(10) Publisher agrees to bear all the expenses of typesetting, illustrating, printing, binding, and other items incident to the manufacture of the Work and to assume all responsibility for its publication.

(11) Publisher will provide Author and 3ABN with a copy of the edited and copy-edited manuscript on which Author/3ABN may review editorial changes.

(12) Publisher agrees to imprint a proper United States copyright notice on each copy of the published Work and shall register said copyright in the United States. The copyright will be owned and registered in the name of 3ABN.

(13) Publisher may consult with the Author and 3ABN to the extent it deems necessary, but Publisher, in cooperation with Author/3ABN, shall have the sole right to determine the title, cover design, illustrations, style of binding or bindings, and selling price of the Work. Publisher agrees to include 3ABN's identifying logo on both on the cover and title page of the Work to identify 3ABN's involvement in the publication of the Work.

(14) Publisher may, at its discretion, discontinue the publication of the Work, but in such event Publisher will notify Author and 3ABN promptly. Following such notification, Publisher shall, upon written request from Author/3ABN, transfer to Author/3ABN all ownership rights in the Work.

(15) Publisher will remunerate Author and 3ABN by paying royalties on copies of the Work sold at Publisher's invoice net selling price. The Work will be published as a standard trade book in a perfect binding. The total royalty rate for the Work shall be sixteen (16%) percent of the wholesale selling price for all copies sold. This royalty rate shall be divided as follows: seven percent (7%) of the wholesale selling price to be paid to Author (aka Family Matters Ministry), three percent (3%) of the wholesale selling price to be paid to DLS Publishing for contributions to the development of the Work, and six percent (6%) of the wholesale selling price to be paid to 3ABN.

(16) As immediate consideration for this agreement, Publisher will pay to Author (Family Matters Ministry) the sum of \$700.00 and to DLS Publishing the sum of \$300.00 as an advance upon royalties. This advance royalty will be deducted from earned royalties when settlement is made, according to the terms stated in paragraph 17 below. No advance on royalties shall be payable to 3ABN.

(17) Within eight weeks after December 31 of each calendar year, Publisher shall render to Author and 3ABN an account of sales of the Work during the year immediately preceding. At such time, Publisher will pay the amount due Author, DLS Publishing, and 3ABN, after having deducted any advances and any other items to be paid by Author, DLS Publishing, or 3ABN from their respective payments.

(18) Publisher may grant publishing rights to other publishers, but in such an event Publisher by written agreement shall require

the other publisher to enter into a written contract with Author and 3ABN to pay royalty rates in accordance with General Conference policy or such other rates as may be mutually agreed upon by Author/3ABN and the other publisher. If no other rates are agreed to by the Author or 3ABN, then the default royalty rate shall be as called for in this Agreement.

(19) Publisher shall not pay Author, DLS Publishing, and 3ABN any royalty on copies of the Work used for advertising purposes, complimentary copies, or damaged copies.

(20) Publisher shall present to Author and DLS Publishing at no charge ten (10) copies each of the Work upon its publication. Publisher shall present to 3ABN at no charge twenty-five (25) copies of the Work upon its publication.

SECTION C. GENERAL

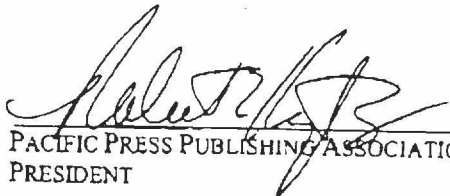
(21) This written instrument contains the entire publishing agreement between Author, 3ABN and Publisher and may be enlarged, modified, or altered only by written agreement signed by the Author/3ABN and an authorized representative of the Publisher.

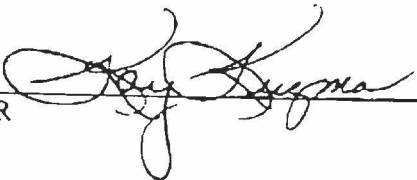
(22) Publisher shall communicate with Author and 3ABN using the most recent address on file. It is the responsibility of Author to keep Publisher informed of his or her current mailing address.

(23) This Agreement is governed by the laws of the State of Idaho with Idaho being the jurisdiction of choice for the resolution of any disputes.

In witness whereof, the parties hereunto have set their hands the day and year first above written.


THREE ANGELS BROADCASTING NETWORK, INC.
PRESIDENT


PACIFIC PRESS PUBLISHING ASSOCIATION, INC.
PRESIDENT


AUTHOR


VICE PRESIDENT, EDITORIAL

EPILOGUE

You might ask, why did I write this book? That's a good question, because my ministry has been for families. If you watch 3ABN, you'll see me giving an occasional presentation or a parenting spot. My handle has always been the love cup and how love creates love. Perhaps that's why I reacted so strongly when I saw Danny, who has suffered incredible physical pain throughout the years, being hit by criticism that I considered to be emotionally painful.

Danny's optimistic response was, "We have had many ups and downs with different leadership over the years. God has shown me, however, that if He puts something on your heart, if it's in compliance with Isaiah 8:20 ('To the law and to the testimony . . .'), don't let anyone discourage you. Go forward. Know that if you go forward, God will supply your every need. He will pave the way before you. No matter what the odds, God does as He says. He finishes what He starts, that good work in you. Always keep your eye on His calling and the vision. Don't be deterred. And I promise that you and God will always be the majority."

Danny's faith has never wavered. He knew that his calling was sure. But I thought, *If only those who criticized could walk the 3ABN hallways, see the miracles that were happening in the employees' lives, and hear the testimonies from viewers whose lives have been changed. If those who are tempted to criticize could hear about all the miracles, certainly they would see that 3ABN is God's work, not Danny's. Thousands and thousands of people are now taking Bible studies, attending Seventh-day Adventist churches, and serving God because of the influence of 3ABN.*

And so I began to write. I wrote off and on for six years. As I began to see "the end of the road," my husband, Jan, and I literally moved to 3ABN for a number of weeks so that I could pull together all the loose ends. It was then that my family got caught in the great controversy between good and evil. I don't think the devil wanted this book to be finished! At 3ABN, the evidence for a lovingly powerful God who is actively involved in the daily lives of His children is overwhelming!

What would be the best way to keep this book from being completed? Attempt to destroy the one person on earth I love the most. On December 2, 2003, at 4:00 A.M., my husband had a stroke. Danny rushed us to the hospital in Herrin. Although Jan was weak on his

MENDING BROKEN PEOPLE

left side, he had some movement. My children said they would come immediately so that I could continue writing.

I don't think the devil was happy with that decision! Thirteen hours later, Jan suffered a massive hit that paralyzed him completely on his left side. For the next two and a half weeks, I lived in the hospital with him. When he was strong enough to make the trip to Tennessee, Hal Steenson took him home to be nursed by our physical therapist daughter and her family. I stayed on a few more days, hoping to finish the first draft by Christmas.

But alas, the task was too big. I put my writing aside and traveled home for the holidays, home to my family and the wounded man I love. Was I discouraged? How could I be when we have a most awesome and powerful God who can move mountains *and* paralyzed limbs?

Over the next few months, Jan needed me to do for him what he couldn't do for himself. But by May, as my husband's strength and function began to return, I went back to the task of putting the finishing touches on the last few chapters of this incredible story. It was not until then that I realized that Danny was also going through a very difficult time.

As both Danny and I have traveled through the "valley of the shadow" these last few months, we have become even more convinced that we are living very, very close to the end of the great controversy between Christ and Satan. Just at the exact time God has put into place the technology, satellites, and programming to carry the gospel message to all the world, Satan has unleashed his forces with demonic fury to try *anything* to stop God from completing His plan for redemption.

Never forget that in 1984, 3ABN was God's dream—not Danny's. Danny caught the vision and became an instrument God used to fulfill His purpose. 3ABN was, and continues to be, God's ministry, not man's. It is going to go forward regardless of satanic attack!

Never forget that although God called one person to jump-start this ministry, He has called an ever expanding staff of highly committed and talented workers, many serving without pay, to carry the gospel forward. These workers are not just at 3ABN's headquarters in southern Illinois; they are located throughout the world, actively promoting God's media ministry. Plus, God has created an ever growing family of dedicated supporters and prayer

900

031466

Ex. M Invoice

Remnant Publications

649 E. Chicago Rd.
Coldwater, MI 49036
(517) 279-1304

Date	Invoice #
4/20/2005	11866

Bill To
Three Angels Broadcasting 3391 Charley Good Rd. W. Frankfort, IL 62896

Ship To
Three Angels Broadcasting 3391 Charley Good Rd. W. Frankfort, IL 62896

P.O. No.	Terms	Rep	Ship	Via		Project
	Net 30	NH	4/20/2005	Drop Ship	Dan	
Quantity	Item Code	Description			Price Each	Amount
10,000	Misc.	Can We Eat Anything? Z109A			0.25	2,500.00
15,000	Misc.	Does God Love Sinners Forever? Z109B			0.25	3,750.00
15,000	Misc.	The Forgotten Commandment SPN Z109S			0.25	3,750.00
15,000	Misc.	Does God Love Sinners Forever? SPN Z109BS			0.25	3,750.00
15,000	Misc.	Can We Eat Anything? SPN Z109AS			0.25	3,750.00
25,000	Misc.	The Forgotten Commandment Z109			0.25	6,250.00
Note: This was a Drop Shipment from Pacific Press.						
					Total	\$23,750.00

Phone #

EX 420

PURCHASE INVOICE

Ex. N

Purchase Invoice Number:

Purchase Invoice Date: 01/10/06

Page: 1

/ Pacific Press Publishing
 PO Box 5353
 Nampa, ID 83653-5353

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 845

Confirm To
 Buyer
 P.O. Number 493
 P.O. Date 01/10/06

No.	Description	Unit	Quantity	Unit Price	Total Price
3	The Forgotten Commandment		20,000	0.25	5,000.00
3A	Can We Eat Anything		20,000		
3B	Does God Love Sinners Forever		20,000		

These were billed by Remnant Publishing on
 Invoice 13355 PO Delete from system
 03/29/06

These books came in (I had emailed Mollie about needing these books and she was going to talk with Danny S.)

Subtotal: 5,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 5,000.00

EX 421

PURCHASE INVOICE

Ex. O

Purchase Invoice Number: 16897

Purchase Invoice Date: 08/14/06

Page: 1

Pay
To: Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 969
P.O. Date 07/31/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Z109	The Forgotten Commandment		100,000	0.26343	26,343.00
Z109A	Can We Eat Anything		25,000	0.26343	6,585.75
	freight		1	0.07	0.07

Subtotal: 32,928.82
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 32,928.82

EX 422

Three Angels Broadcasting Network, Inc.

Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ex. P

PURCHASE ORDER

Purchase Order Number: 1908
 Purchase Order Date: 08/21/07

Page: 1

Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: ADMIN-Mollie Steenson
 Confirm To:
 Buyer:
 Vendor ID: 900

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1908B	Does God Love Sinners Forever	Each	15,000	0.25	3,750.00

Subtotal: 3,750.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 3,750.00

EX 423

Three Angels Broadcasting Network, Inc.
 PQ Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ex. Q

PURCHASE ORDER

Purchase Order Number: 1915
 Purchase Order Date: 08/28/07

Page: 1

To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: ADMIN-Mollie Steenson
 Confirm To:
 Buyer:
 Vendor ID: 900

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Z109A	Can We Eat Anything	Each	15,000	0.25	3,750.00

Subtotal: 3,750.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 3,750.00

EX 424

PURCHASE INVOICE

Ex. S

Purchase Invoice Number: 13391

Purchase Invoice Date: 01/20/06

Page: 1

Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 502
P.O. Date 01/11/06

No.	Description	Unit	Quantity	Unit Price	Total Price
TR	Ten Commandments Twice Removed	Each	500	0.89	445.00
	Freight		1	73.81	73.81

Subtotal: 518.81
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 518.81

EX 425

PURCHASE INVOICE

Ex. T

Purchase Invoice Number: 13474

Purchase Invoice Date: 02/17/06

Page: 1

Pay
 To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 900

Confirm To
 Buyer
 P.O. Number 590
 P.O. Date 02/13/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	100,000	0.89	89,000.00

These will be held @ Remnant and
 dropped
 shipped to various locations.

Subtotal: 89,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 89,000.00

EX 426

Three Angels Broadcasting Network, Inc.

PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ex. U

PURCHASE ORDER

Purchase Order Number: 1514
 Purchase Order Date: 03/06/07

Page: 1

Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: ADMIN-Mollie Steenson
 Confirm To:
 Buyer:
 Vendor ID: 900

Item No.	Description	Unit	Quantity	Unit Price	Total Price
CTR	Ten Commandments Twice Removed	Each	70,200	0.64	44,928.00
IP	Shipping		1	1,200.00	1,200.00

Mollie, I don't think that we bought these books yet, but if so, then it would just be the shipping

Subtotal: 46,128.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 46,128.00

EX 427

PURCHASE INVOICE

Ex. V

Purchase Invoice Number: 13652

Purchase Invoice Date: 03/28/06

Page: 1

Pay
To: Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 657
P.O. Date 03/08/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	1,000	0.64	640.00
	Freight for 5500				
	freight for 12				

Subtotal: 640.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 640.00

EX 428

PURCHASE INVOICE

Ex. W

Purchase Invoice Number: 13537

Purchase Invoice Date: 03/14/06

Page: 1

Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 900

Confirm To
 Buyer
 P.O. Number 663
 P.O. Date 03/13/06

No.	Description	Unit	Quantity	Unit Price	Total Price
FR	Ten Commandments Twice Removed	Each	200,000	0.85	170,000.00

Subtotal: 170,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 170,000.00

EX 429

Three Angels Broadcasting Network, Inc.
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ex. X

PURCHASE ORDER

Purchase Order Number: 1577
 Purchase Order Date: 03/29/07

Page: 1

To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: ADMIN-Mollie Steenson
 Confirm To:
 Buyer:
 Vendor ID: 900

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	124,200	0.64	79,488.00
SHIP	Shipping		1	1,200.00	1,200.00

I don't know if we've already paid for these books, if so than it would only be for the shipping.

Subtotal: 80,688.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 80,688.00

PURCHASE INVOICE

Purchase Invoice Number: 13651

Purchase Invoice Date: 03/28/06

Page: 1

Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 711
P.O. Date 03/30/06

No.	Description	Unit	Quantity	Unit Price	Total Price
TR	Ten Commandments Twice Removed	Each	500,000	0.64	320,000.00
TR-S	Ten Commandments 2X Spanish	Each			
TR-P	Ten Commandments 2X Portuguese	Each			

Subtotal: 320,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 320,000.00

EX 431

PURCHASE INVOICE

Ex. Z

Purchase Invoice Number: 13996

Purchase Invoice Date: 04/12/06

Page: 1

Pay
To: Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 711
P.O. Date 03/30/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	800,000	0.64	512,000.00
BTCTR-S	Ten Commandments 2X Spanish	Each			
BTCTR-P	Ten Commandments 2X Portuguese	Each			

Subtotal: 512,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 512,000.00

PURCHASE INVOICE

Ex. AA

Purchase Invoice Number: 14595

Purchase Invoice Date: 04/20/06

Page: 1

Pay
 To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 900

Confirm To
 Buyer
 P.O. Number 711
 P.O. Date 03/30/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	700,000	0.64	448,000.00
BTCTR-S	Ten Commandments 2X Spanish	Each			
BTCTR-P	Ten Commandments 2X Portuguese	Each			

Subtotal: 448,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 448,000.00

EX 433

PURCHASE INVOICE

Ex. BB

Purchase Invoice Number: 15480

Purchase Invoice Date: 04/25/06

Page: 1

Pay
To: Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 711
P.O. Date 03/30/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	700,000	0.64	448,000.00
BTCTR-S	Ten Commandments 2X Spanish	Each			
BTCTR-P	Ten Commandments 2X Portuguese	Each			

Subtotal: 448,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 448,000.00

PURCHASE INVOICE

Ex. CC

Purchase Invoice Number: 15594

Purchase Invoice Date: 04/25/06

Page: 1

Pay
To: Remnant Publications
649 E. Chicago Rd.
Coldwater, MI 49036

Ship
To:

Ship Via
Receive By
Terms Net 30 Days
Vendor ID 900

Confirm To
Buyer
P.O. Number 711
P.O. Date 03/30/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each			
BTCTR-S	Ten Commandments 2X Spanish	Each	400,000	0.64	256,000.00
BTCTR-P	Ten Commandments 2X Portuguese	Each			

Subtotal: 256,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 256,000.00

EX 435

PURCHASE INVOICE

Ex. DD

Purchase Invoice Number: 15596

Purchase Invoice Date: 04/25/06

Page: 1

Pay
 To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 900

Confirm To
 Buyer
 P.O. Number 711
 P.O. Date 03/30/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each			
BTCTR-S	Ten Commandments 2X Spanish	Each			
BTCTR-P	Ten Commandments 2X Portuguese	Each	100,000	0.64	64,000.00

Subtotal: 64,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 64,000.00

EX 436

Three Angels Broadcasting Network, Inc.
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ex. EE

PURCHASE ORDER

Purchase Order Number: 1598
 Purchase Order Date: 04/05/07

Page: 1

To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: CCHL-Greg Morikone
 Confirm To:
 Buyer:
 Vendor ID: 900

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	108,000	0.64	69,120.00
BTCTR-S	Ten Commandments 2X Spanish	Each	10,800	0.64	6,912.00
SHIP	Shipping		1	1,200.00	1,200.00

I don't know if the books have already
 been paid for or not. If they have
 been, then only shipping would apply

Subtotal: 77,232.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 77,232.00

EX 437

PURCHASE INVOICE

Ex. FF

Purchase Invoice Number: 15595

Purchase Invoice Date: 04/25/06

Page: 1

Pay
 To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To:

Ship Via
 Receive By
 Terms Net 30 Days
 Vendor ID 900

Confirm To
 Buyer
 P.O. Number 755
 P.O. Date 04/13/06

Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	1,200,000	0.64	768,000.00

Subtotal: 768,000.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 768,000.00

EX 438

Three Angels Broadcasting Network, Inc.
PO Box 220
3391 Charlie Good Rd.
West Frankfort, IL 62896
(618) 627-4651

Ex. GG

PURCHASE ORDER

Purchase Order Number: 1626
 Purchase Order Date: 04/18/07

Page: 1

To: Remnant Publications
 649 E. Chicago Rd.
 Coldwater, MI 49036

Ship
 To: Three Angels Broadcasting Network, Inc
 PO Box 220
 3391 Charlie Good Rd.
 West Frankfort, IL 62896
 (618) 627-4651

Ship Via:
 Receive By:
 Terms: Net 30 Days

Approved: ADMIN-Mollie Steenson
 Confirm To:
 Buyer:
 Vendor ID: 900


Item No.	Description	Unit	Quantity	Unit Price	Total Price
BTCTR	Ten Commandments Twice Removed	Each	41,400	0.64	26,496.00
BTCTR-S	Ten Commandments 2X Spanish	Each	70,200	0.64	44,928.00
SHIP	Shipping		1	1,200.00	1,200.00

I don't know if we have already paid for
 the books, but the freight we do owe.

This will most likely be the last shipment
 here

Subtotal: 72,624.00
 Invoice Discount: 0.00
 Tax: 0.00
 Total: 72,624.00

EX 439



 SEARCH

 Sign Up!

- Home Page
- Site Map
- Tommy Shelton
- Danny Shelton
- ASI
- Smokescreen
- Abuse of Power
- Ethical
- Allegations
- Financial
- Allegations
- Book Deals
- Emails
- Financial Aff.
- Dwight Hall
- See Quinn Clip
- Download
- Quinn Clip
- Form 990's, etc.
- Real Estate
- 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.

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

**Did Remnant's Dwight Hall Conspire with Danny Shelton to
Hide Hundreds of Thousands in Royalties from the 3ABN Board?
Remnant Reports Payments; 3ABN and Danny Shelton Do Not**

[< Prev.](#)

We'll first lay out the story as we have gotten it from various sources, and then analyze [Remnant Publications' Form 990's](#), which appear to confirm many of the details.

[Next >](#)

An Early Tip: "Danny Is Hiding His Royalties from the 3ABN Board"

A former 3ABNer wrote on September 19, 2006:

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

From: *****

To: G. Arthur Joy

Subject: RE: MAP

Date: Tue, 19 Sep 2006 17:02:39 -0700

Hello Galton,

...

EX 441

Save-3ABN.com
Not © 2008
405845

[< Prev.](#)



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

[Next >](#)

Ex. A

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

From: Linda Shelton

Sent: 16. april 2004 16:18

To: Johann Thorvaldsson

Subject: Re: Greetings

Hi Johann & Irmgard,

This is the partial story of the events I told you I was going to record. I think it helps clear up alot of problems.

We went to the marriage counselor yesterday. Although nothing much has changed, it was a good day. Dan is no longer saying I have to say the doctor was of the devil. One thing the counselor did say to Dan which was a bit comical was, "I get so tired of hearing you talk...please listen." He also said, "50% of everything that comes out of your mouth is a put-down to your wife." But, like I said, I think the Lord blessed inspite of the fact that nothing much changed, except two more people know what's going on in our lives.

Irmgard, my prayers are with you. Keep looking to Jesus. He is giving you the strength for this battle. Your peace of mind and your positive outlook is critical at this time. I wish I could be there to try to make you laugh. I've got some great stories after yesterday! God bless you!!

Love you,

Linda Shelton





This story begins last September when Dan & I went to Denmark. There we met Irmgard, Johann's wife, for the first time. (Johann is a retired Pastor who is promoting 3ABN in Europe.) (Delightful people.) Just one week after this trip I received an e-mail from Johann stating that Irmgard had been diagnosed with bone cancer. I contacted them several times making them aware of individuals which could help them here in America. They decided to come to 3ABN for some treatments by some local people. Meanwhile they met a doctor from Norway over the phone who invited them to come to Norway. Irmgard said she needed to go to 3ABN first...and then this particular doctor felt impressed to go to 3ABN as well. He had been watching 3ABN for about 4 years. I met Dr. Abrahamsen through Johann & Irmgard about the last week of December, towards the end of his visit. Then I mentioned to him about the condition of my son, Nathan.



Nathan was just 15 when his father (who is not a Christian) took me to court to get custody of Nathan. Although the father had spent little time with Nathan during his childhood, Nathan was thrilled when all of a sudden he received special attention from him and the encouragement to move in with him. He promised lots of fishing and hunting time together. Making a long story short, I lost custody of Nathan.

Less than a year later Nathan wanted to come home to live with us, but his father would not let him, and the law did not support him doing this. After this, Nathan's life became a terrible and horrifying journey as he chose a wild lifestyle with alcohol, drugs, etc. Nathan is alive today because of the grace of God, and a lot of prayer. Nathan worked in the coal mines from ages 21-23. (He's 23 now) Thus, he was able to afford the most addicting drug on the market today which is known as "meth." In one year's time, he says, he spent \$20,000 on this drug. As a result Nathan looked like one of the starved Jews out of a Nazi camp with scars from the affects of the drugs all over his face and neck. Additionally, Nathan had been exposed to dangerous chemicals in the mines and he was a physical wreck. As his mother, I have been begging God for a miracle for many years.

 It was a miracle when I was able to convince Nathan to go and see Dr. Abrahamsen while he was here. He tested Nathan and, of course, discovered that he was in a terrible physical condition. He said, "I think I can help you but you would need to come to Norway." Somewhere in the conversation he offered Nathan a place to stay and also treatments which would help him physically...and Nathan actually agreed to go. It was scheduled for Nathan and his girlfriend, Dava, to go about January 21. I talked to this doctor only a couple of times making the arrangements for this trip. Dan's opinion was that the doctor sounded like a "quack" but he thought just a month away from his friends would help.

 Next, my best friend (of two years), Brenda and I flew to Norway to give Nathan support. We arrived on Monday night February 2 and we left Friday morning, February 6. I was amazed at the difference in Nathan's appearance in only 10 days. He was gaining weight, his scars were healing and his attitude was 100% improved. I praised God that finally my miracle had come for my son. Afterwards, when home again, I called to check on Nathan about twice a week. One conversation with the doctor alerted me to the fact that he felt that Nathan's foundational problem was that he really wanted a Dad. His blood father had kicked him out of the house when he was 18. At that time I asked my husband if he could move in with us to nurture him back to the Lord. Dan refused. He said, "Nathan is just too different now with his drinking and smoking and drugs. And what if he brought his friends over to the house?" I felt really bad about the doctor's conclusion and I went to Dan in January and said, "We really failed Nathan when we didn't invite him to live with us when he was 18. He really needed us." Dan in general responded, "That was your marriage, it's your kid and it's not my responsibility...and don't think for a minute he's going to move in with us when he get's home from Norway." Again I was reminded I had to fight for Nathan's life alone.

Brenda and I had a pleasant visit with the doctor while we stayed in his home. He had lost his wife just last August, and when he got home from work, in the evenings we were able to make him laugh and get his mind off of his sorrows. He invited Brenda to come back in June for treatments, since she was in a bad physical condition...he even offered to pay for her plane ticket. When Brenda and I left Norway, we both felt we had gained a friend.

February was a heavy month of traveling for Dan & myself. The first week I was in Norway. The second weekend we were in Florida. The third week we went to the Philippines. And the fourth weekend we were in Kansas. But between February 8, when I got home from Norway, and March 9, when we counseled with our Pastor, I am accused of committing spiritual adultery...to the extent that my husband has told me six times that he now has grounds to re-marry. Additionally, the doctor was in Africa one of those weeks, so that leaves approximately 2 weeks where this adultery had to have happened. Dan obtained the records from a calling card that I had which revealed that there were calls on 3 days out of 10, and these longer calls began to occur when Nathan came home (the latter part of February) and started have drug problems again, and also I started having serious problems with Dan.

Although I never discussed Dan with the doctor early on, when the serious problems began, the doctor was a friend that I felt would keep things confidential...and he was 6000 miles away.

When I arrived home from Norway I told Dan that I'd found a friend in this doctor and that Nathan was doing excellent. Twice, when I was talking to the doctor on the phone, Dan came and pulled the phone away from my ear so he could listen. (Let me point out here that I've never done this to Dan when he was talking to a female.) When the subject changed from "Nathan" to something else Dan said "Hang up." I explained to Dan that when he is raising funds for 3ABN that he never just said "Hello, would you send 3ABN \$10,000?" He always had a warm, friendly conversation and he made friends with the person. In the same way, I felt I couldn't just formally discuss Nathan and then "hang up." So from then on, my conversations with the doctor were done privately.

At some point in February I was sharing with the doctor about how busy we were at 3ABN with traveling and schedules and he said, "You know, I'm going to Florida over spring break, and you ought to think about going down there to get some rest." I just changed the subject because I thought it would never fit into my schedule anyway. A few days later I mentioned to Brenda what the doctor had said. Her response was "Oh, I think that would be fun, let's go!" A week later when the doctor returned from Africa, I mentioned to him that Brenda and I thought we'd go to Florida. He had totally forgotten anything about it. But he agreed to go and he offered to provide his condominium as a place for us to stay. Brenda and I innocently thought this was no different than scheduling a trip with "Uncle Bob." We thought, "What's the difference between staying at the doctor's house in Norway, or staying at his condominium in Florida. YES, hindsight is much better than foresight. This was an enormous mistake, especially considering our positions at the ministry. But our hearts were pure and nothing diabolical was planned. Additionally, at the time of scheduling our tickets, Dan was not in a good mood, so I did not mention to him that the doctor would be in Florida at the same time. However about two weeks later after Brenda talked with Dan, she came to me and said "Dan is getting pretty irate about you talking to the doctor. We better cancel him." I immediately agreed. However, he offered the condo for us to stay in although he wouldn't be there. But we had remedied this Florida vacation situation way before Dan found out about it. And as it turned out, the entire trip was canceled.

Somewhere during the month of February I asked Brenda if she really wanted to go to Norway in June to get treatments. She said "Yes." I said, "Well, if you want me to go, you'll have to ask Dan if I can go." She did. He said "yes." Please keep this in mind for later.

March 8 Dan told me if I didn't stop talking to the doctor, he was going to get me fired at 3ABN. This was quite a bombshell, and at the time I felt that he was trying to make me choose between him and my son, because Nathan still needed this doctor who cared about him and who had so incredibly helped him physically. (In 3 and ½ weeks his appearance was completely different, and he looked similar to how he looked at 18.) Things really began to get crazy at this point. Dan said he was going to talk to our Pastor, who by the way works for Dan, and who Dan is trying to raise money for his down payment on a house. He did. The next day I called John, not intending to get into any heavy discussions, but it ended up that he came over to our house for six hours. Dan discussed our "surprisingly horrible" marriage to John for about 5 ½ hours, while I mentioned a few issues in 30 minutes. Dan's threat was "It's either the marriage and 3ABN or it's the relationship with the doctor." The conclusion of the evening's meeting was that I wouldn't talk to the doctor anymore.

From: "Danny Shelton"

Date: Wed, 21 Apr 2004 08:21:02 -0500

To: aaeda@...

Doctor,

Johann says that if you believe my wife needs support because of lies being told or whatever, you will come across the ocean and save her. I would be most happy for you to come and have a meeting with my board and conference President and explain to them how you could

1. Invite a married woman to go with you on a vacation with you and live in your condo together. My wife has told me that you personally invited her and no one else. I've talked to a number of counselors, and so has she now, who all agree that there is no good reason a man would invite a married woman to stay with him alone in his condo behind her husbands back. They all agree that the devil used you to do this because you obviously desire her.

2. I'd like to hear you explain how I told you never to call my wife again or have any contact again, and yet you still continue to even to this day. My wife has admitted talking to you even after you and she both promised me you would stop. She admitted Saturday evening that she has had to lie to cover up your conversations. She has told me how you think I'm out to lunch and that I'm phycotic and all of these things.

3. I'd like to hear you explain what gives you a right to "husband" another man's wife, even after you promised Pastor John you would never be in contact with her again.

4. I would like to hear you explain why you keep trying to husband her after you told Brenda Walsch you believed that my wife was in LOVE WITH YOU. She says she will come to such a meeting and expose all of your plans for not only a vacation in Florida behind my back, but also invited my wife on a vacation to Scandinavia, which my wife also admits. Your problem is, my wife admits all of these things that I'm accusing you of, she just thinks that they can be justified away. Not so, by any normal thinking person. You have indeed fooled her of your intentions, but you have fooled no one else involved.

5. I want to hear you justify the dozens of hours you have talked to her on the phone, some conversations of up to 4 hours and 9 minutes, according to the phone records. Please convince us they were about Nathan. The problem is, my wife admitted to the neutral marriage counselors, that she chose, that you and she talked negative about me on a number of occasions, and that you have convinced her I'm out to lunch.

her negative counselors told her to drop all relationship with you because you could bring no good into her life, only destruction.

6. You must think I'm stupid, I have a record of every phone call between you and she up to this day. Even though she started using phone cards, which you probably suggested, I still can monitor every number and for how long the conversation is. I also can monitor every phone call that has come in to you and all those going out. She knows this now I just told her yesterday. I was waiting to give you doctor, as they say in America, "enough rope to hang yourself". and you've done just that.

7. Yes, I not only look forward to meeting you hear in America with our board chairman and our attorney and conference President who is also on our board, but I intend to meet with or without you in Norway, with your conference officials also.

8. You should have stopped all of this a long time ago. Of course you still maintain you have done nothing wrong. My wife says you tell her that your just trying to help her and the ministry! Well, we'll see, what these other folk think about all of your "help".

9. She also told me about your going to a OCI meeting at the national ASI meeting and said that you appantly wanted to meet her there and asked me whether I wanted her to go or stay home. I told her

that would be a great place to expose you to our board and church leaders.

.derbrand

From: Brenda Walsh [brendawalsh@██████████]
Sent: Thursday, March 04, 2004 2:00 PM
To: Dee Hilderbrand
Subject: DELTA TICKET INFORMATION

Hi Dee,

I have made the reservations for Florida. They need to be purchased within 24 hours.

The confirmation number is: RV163S

I will forward the Itinerary as soon as they send it to me.

Thanks,
Brenda



Passenger Receipt and Itinerary

Enjoy the fastest way to the gate. Use delta.com's Online Check-in from 24 hours to 30 minutes before departure. For questions, please visit delta.com or call 800-221-1212.

BRENDA WALSH
P.O. BOX 220
WEST FRANKFORT IL 62896

Confirmation Number/Record **RV163S**
 Locator: **RV163S**
 SkyMiles Number: **2207208956**
 This ticket shall expire one year from date of issue.

RECEIPT INFORMATION		
Psg: BRENDA WALSH Not Transferable	Ticket Number: 00621930502970	Ticket Issue date: 05MAR04
Place of Ticket Issue: ATLRES		
Issuing Agent Id: DL/AZ		
Fare Details: STL DL X/ATL DL TPA 142.78KR7M1N DL X/ATL DL STL 87.91UR14N04 USD230.69END ZP STLATLTPAATL XT US17.31 ZP12.40 AY10.00 XF18.00 STL4.5ATL4.5TPA4.5ATL4.5		
FARE: 230.69 USD	Form of Payment AX*****3029	
TAX: 57.71 XT		
TAX: 17.31 US		
TAX: 10.00 AY		
TOTAL: 288.40 USD		
NON REF/CHANGE FEE/PENALTY		

This is a special fare ticket. Changing your reservation may result in penalties and increased fare. Always advise your airline or travel agent that you are traveling on a special fare.

TICKETED ITINERARY INFORMATION										
Flight Nbr	Departure Date	Bkng Class	Status	Carrier/Vendor	Departure City	Departure Time	Arrival City	Arrival Time	Seat/Class	Meals/Other
1097	04APR04	K	OK	DELTA	ST LOUIS	1005A	ATLANTA	1240P	** COACH	
2223	04APR04	K	OK	DELTA	ATLANTA	245P	TAMPA	410P	18E COACH	
1184	09APR04	U	OK	DELTA	TAMPA	1130A	ATLANTA	1258P	38F 27 F COACH	
473	09APR04	U	OK	DELTA	ATLANTA	238P	ST LOUIS	319P	20C COACH	

- Arrival date is 1 day after departure date.

** - Check-in required
 *S\$ - Multiple Seats



Passenger Receipt and Itinerary

Enjoy the fastest way to the gate. Use delta.com's Online Check-in from 24 hours to 30 minutes before departure. For questions, please visit delta.com or call 800-221-1212.

**LINDA SHELTON
P.O. BOX 220
WEST FRANKFORT IL 62896**

Confirmation Number/Record **RV163S**
Locator: **RV163S**
SkyMiles Number: **2075843512**
This ticket shall expire one year from date of issue.

RECEIPT INFORMATION	
Psg: LINDA SHELTON Not Transferable Place of Ticket Issue: ATLRES Issuing Agent Id: DL/AZ	Ticket Number: 00621930502981 Ticket Issue date: 05MAR04
Fare Details: STL DL X/ATL DL TPA 142.78KR7M1N DL X/ATL DL STL 87.91UR14N04 USD230.69END ZP STLATLTPAATL XT US17.31 ZP12.40 AY10.00 XF18.00 STL4.5ATL4.5TPA4.5ATL4.5	
FARE: 230.69 USD TAX: 57.71 XT TAX: 17.31 US TAX: 10.00 AY TOTAL: 288.40 USD	Form of Payment AX*****3029
NON REF/CHANGE FEE/PENALTY	

This is a special fare ticket. Changing your reservation may result in penalties and increased fare. Always advise your airline or travel agent that you are traveling on a special fare.

TICKETED ITINERARY INFORMATION										
Flight Nbr	Departure Date	Bkg Class	Status	Carrier/Vendor	Departure City	Departure Time	Arrival City	Arrival Time	Seat/Class	Meals/Other
1097	04APR04	K	OK	DELTA	ST LOUIS	1005A	ATLANTA	1240P	** COACH	
2223	04APR04	K	OK	DELTA	ATLANTA	245P	TAMPA	410P	18D COACH	
1184	09APR04	U	OK	DELTA	TAMPA	1130A	ATLANTA	1258P	A6G 27 COACH	
473	09APR04	U	OK	DELTA	ATLANTA	238P	ST LOUIS	319P	20B COACH	

- Arrival date is 1 day after departure date.

** - Check-in required
*S\$ - Multiple Seats

file://C:\Documents%20and%20Settings\msteenson\MOLLIE\Local%20Settings\Temporar... 3/8/2004

Ex. F

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

From: Danny Shelton

Sent: Wednesday, October 27, 2004 7:35 AM

To: temple.matthews@...

Subject: FW:

Gregory, My Illinois Conf. Pres, and 3ABN board member Ken Denzlow, (he is currently serving on our board) said you are a pastor and appeared to be a reasonable guy. I told him someone had sent me a copy of what goes on in this chatroom and it is shocking that people will spend what appears to be hours talking about things they know almost nothing about and representing themselves as knowledgeable. I didn't have your email so Ken gave it to me.

I sent a message to an Ed White, simply because his address was available on the info someone sent me. I don't know him. I sent him the following note. These were some of the subjects that I had seen that people were discussing in this chat room, yet nearly all just seemed to be speculation. I've always believed in being a straight forward person. If I don't know an answer I go to the source if possible. My email has been advertised on 3ABN so it is no secret.

When I read the kind of stuff that's being said about me and 3ABN based on the rumor mill I don't recognize my self or any of our 3ABN board members or programmers. There is nothing synacle going on at 3ABN. We are all terribly saddened by the absence of Linda. Linda has made her own decisions that has placed her outside of 3ABN. NO ONE wanted her out of this ministry. Most of all me. She was my wife of nearly 20 years and I still love her dearly. At least once a week I email her and ask her to drop this relationship with this Dr. telling her that I will forgive her and let's start the process of reconciliation.

I'm just surprised that people believe a board of Christian leaders, church and laity, would be doing all these terrible things to Linda, knowing that the decisions we are making will be scrutinized by the world.


Early on, there were several reasons why our board chose not to be so forthcoming in our description of why Linda was no longer at 3ABN. Even though her refusal to listen to all counseling concerning an inappropriate relationship with another man had been refused by her many times, we still felt that somehow this situation could be resolved. We did not want to publicly humiliate her to the point that it would drive her away from the ministry, we still had hope of her coming back. yet we had to tell people that she was no longer with us and just hope that people would trust this Christian group of men and women who have been leading this board for many years. Most people did as evidence by the overwhelming support as shown by letters and an upswing in finances. People were telling us that they saw this as an attack against the ministry that God has raised up to herald the 3 Angels messages to a lost an dying world.


For nearly 20 years I have always encouraged people to support the message of 3ABN. I have told them that God uses us in spite of us, not because of us. I have always encouraged people not to look to Linda and me or any other people they see on 3 ABN, as people will fail you.

Secondly, early on Linda hired a lawyer from Benton Illinois, to my knowledge or hers this man is not a Christian. She has always considered him a "Junkyard Dog" attorney. This same lawyer, hired by her 1st exhusband many years ago, took her to court and turned her every way but loose on her divorce from her first husband. She did manage to get the kids but her 1st ex husband got them most weekends, which kept them out of church. Linda tried to explain the Sabbath to the court, but this same lawyer that she has hired to represent her against me and 3ABN, made the keeping of the 7th day Sabbath look foolish to the judge. I'm sure many of you have read her email where she talks about the political influence of her now 1st ex husband's inlaws.

This former foe of Linda's who now represents her, wanted her to sue 3ABN for a least a million dollars according to her own account. They told us if anything was said about Linda and this relationship with another man that they would take us to court and sue us for all they could get.

Our own SDA attorney help draft the first letter that Walt Thompson our board chairman sent out to our mailing list.

 Now several months later we can be more descriptive according to our 3ABN attorney as Linda and this Dr have made public their relationship by spending many many weeks together this summer and fall. She has taken to trips to Norway to vacation with him to different places in Europe. He has been to the States to spend vacations with her here at least 3 times this summer and fall also. They can no longer accuse us of talking about something without proof. These trips to Europe were taken by herself. Her son did not go with her.

 Greg, If you read Linda's web page about being tucked away in Southern Illinois for the last few weeks you will find that she was gone most of the time with this man either in Europe, or Central Illinois or Las Vegas, a place where I heard the two of them plan a vacation together back in early May while we were very much married. I don't know if he met her in Vegas this time, but I did hear their plans to go to Vegas, because I had foiled a planned trip to Florida where they planned to spend some time against my will and that of the 3ABN board's. I also heard them plan a trip to New York as well as plan her middle of July trip with him to Scandinavia where they planned boating trips ect together. Again her son was not involved in either trip. But more specifically, was never mentioned in the planning of this trip on this phone conversation that I heard that lasted appr. 1 1/2 hours. I heard other things that I don't need to mention here. Linda was given a choice to stop all of these travels and the long phone conversations almost everyday with this man or to end up losing her ministry and also her marriage. She chose to keep this relationship with this man over all counsel from people like Mark Finley, Dr. Thompson, Kay Kuzma, Pastor John Lomacang, and even outside Nazarene husband and wife marriage counseling team chosen by Linda, who told her after our 8 hour counseling session with them that she must stop this relationship with this man or she would end up losing her marriage and ministry.

Anyway, below is a list of subjects that I have seen that are being talked about by CA. I am willing to answer these questions and more. Please let these folk or anyone else know that if they have questions, I am as close as my email.

God Bless!

Danny

ps I wrote this in a hurry, I hope it make sense.

Danny Shelton

Ex. G

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

From: Danny Shelton

To: Linda Shelton

Sent: Friday, September 24, 2004 11:33 PM

Subject: Re: Re:

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 cake 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.

1. Coming home and on Feb. 7th telling the world that this Dr. had become your burden bearer. The Nazarene counselors told you this was wrong. Only your husband could be your burden bearer.

2. Not stopping all calls to this man when I saw that they were no longer about Nathan, but you and the Dr's new friendship. I told you if these calls were about Nathan, then let me be on them with you two and you refused.



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. You had to deceive me about your relationship with him to do this terrible thing. Don't forget, you finally admitted that you had a "blast" with him in Norway and just wanted to have more fun in Florida with him without your husband along. This is wrong in any marriage. Especially a marriage that has to be above reproach.

4. April 15, promising to not talk to the Dr. anymore for two weeks, then immediately calling him the next day Friday, then staying home from Tn. Sabbath trip, so you could call him and talk to him for more hours when you PROMISED me if he called you would not answer or hang up! Calling him again on Monday and Tuesday, hiding all these calls and denying them. I told you then if the relationship were of the Lord it would bring good fruit. It made a liar out of you because you constantly had to try to deceive me to keep this relationship going.

5. Buying and hiding from me a new cell phone and buying numerous prepaid cards to keep this relationship going, all behind my back.



6. Lying to me about going to Florida to buy property for Alyssa on my birthday when I found out that you were meeting him in Florida, once again behind my back.

7. Then the next day me personally hearing you tell him that your husband didn't buy into the idea of your going to Florida to buy property. Then inviting him to meet you in Las Vegas and when he had apprehensions about it, you then told him you would fly to New York and meet him there. You also told him that you were still coming to spend and extended vacation with him in Norway in July, which you did. Asking him to come across the ocean and get you, and telling him how you trusted him because he didn't DUMP you because of me making you write an email to him telling him your relationship was over.

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!

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.

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

From: Linda Shelton

To: Danny Shelton

Sent: Friday, September 24, 2004 10:29 PM

Subject: Re:

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. 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.

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

From: Danny Shelton

To: Linda Shelton

Sent: Friday, September 24, 2004 8:37 PM

Happy Sabbath!

from: the love of your life!

APR-23 93 10:17 FROM:

TO: 7

PAGE: 01

Christy A. Topper

Christy A Topper
January 18, 2007

NOTARIAL SEAL
CHRISTY A. TOPPER, NOTARY PUBLIC
BEDFORD BOROUGH, BEDFORD COUNTY
MY COMMISSION EXPIRES JAN. 22, 2010

On 2/27/06 I received Brenda Walsh

a letter and 3/8/06 at 12:10 P.M. Brenda called me from 865-776-4908. I feel Brenda wrote everything she was going to say before she called. The following is the words that I can remember she said.

We were just getting ready to eat lunch when the phone rang. My husband Jerry answered it. He told me "it's for you."

I said "Hello" Brenda said "This is Brenda Walsh from 3ABN. Do you have a few minutes to talk." I said "yes, I guess so but let me get the other phone." She said "o.k." I told Jerry to hang up this phone when I get on the other one. When I got on the other phone there was some noise and I didn't hear Brenda say, "you make me so sad." Jerry did hear this and he was upset about that.

APR-23 93 10:18 FROM:

TO: 7

PAGE: 02

Ila L. Smith

Christy A Topper Jan 18, 2007

NOTARIAL SEAL
CHRISTY A. TOPPER, NOTARY PUBLIC
BEDFORD BOROUGH, BEDFORD CO.
MY COMMISSION EXPIRES JAN. 22, 2007

NOTARIAL SEAL
CHRISTY A. TOPPER, NOTARY PUBLIC
BEDFORD BOROUGH, BEDFORD CO.
MY COMMISSION EXPIRES JAN. 22, 2007

3/

*having fun. Brenda was very heart
and sad and started to cry and pray
for Linda. Which she continued to do until*

5 AM. Brenda said Linda paid

*Matthew \$500 to go to Norway just so Linda
could go to Norway to see the Dr.*

*When they got home Linda wanted Brenda
to go to Florida and take their lap-top*

*computers so they could get a lot of
work done on the books they were both*

*writing. Then Brenda found out
Dr. Abrahamson was going to be there*

*also and Brenda asked Linda what
Dax thought about the Dr. going to*

*be there. Linda hadn't told Dax.
Linda went by herself to Florida and*

*stayed in a house the Doctor owned.
Of course, the Doctor was there also.*

*Brenda thought Dax had a right to
know these things so Brenda told him.*

*On the way to the plane from the
Doctor's house in Norway Linda told*



APR-23 93 10:19

FROM:

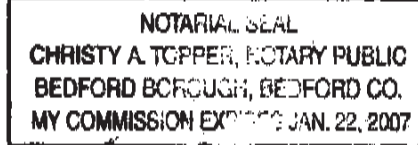
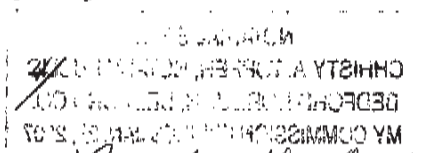
W. J. Smith

TO: 7

Christy A Topper

January 18, 2001

PAGE: 06



Brenda the Doctor had 13 million dollars and she wanted to get it.

Brenda said they had tapes of Linda and the Doctor talking and they had a 5 minute video of Linda and the Doctor in a hotel room in Florida.

Brenda said this is not the first time Linda was unfaithful to Dan. Linda thought she was pregnant a few years ago and it could not have been Dan's as he had a vasectomy 7 years ago.

Brenda told me how to pronounce and spell Dr. Abrahamson's name. (Of course I can not remember how to pronounce his name.)

Brenda told me Barbara Kerr was getting e-mails from Linda and sending them on to other people to read. Linda was saying things about Dan, 3ABN, and Brenda and 3 attorneys from 3ABN had to call Barbara and tell her she could no longer say anything about Dan, 3ABN, or

APR-23 93 10:18 FROM:

John L. Smith

TO: 7

Christy A Topper January 18, 2007

PAGE: 03

NOTARIAL SEAL
CHRISTY A. TOPPER, NOTARY PUBLIC
BEDFORD BOROUGH, BEDFORD CO.
MY COMMISSION EXPIRES JAN. 22, 2007

5/

~~Brenda said they would have the right~~
to sue her. Then Barbara started sending
these e-mails to a lady up north,
(I can not remember the town or state)
and this lady was e-mailing these
messages to other people. 3ABN got
hold of this lady and told her she could
not keep doing this and they told her
all about the things Linda did and now
this lady has broken all ties with
Barbara.



Brenda said the person that taped Linda's
conversations with the Dr. and followed
Linda was a private detective that
was hired and paid for by a supporter
of 3ABN.

Brenda said she and John Lomaccong
Dax and Linda met one evening. Dax told
Linda he would forgive her if she would
admit to her wrong doings with this
Dr. and promise to never see or speak
to him again. Linda refused to admit

From: "Danny Shelton"

Date: Fri, 19 Mar 2004 00:45:41 -0600

To: "Arild Abrahamsen"



My wife has told me of all your planned meetings together. April in Florida, which was kept a secret from me, your plans on seeing her again in May at Campmeeting. Again in June in Norway and probably again in Sept. when her daughter comes.

You said that the fact that she's who she is and how young and beautiful she is has nothing to do with your relationship with her and all the hours you spend talking on the telephone thousands of miles apart. You told me you talk to a lot of women like that. I wonder if you would fly from Norway to Florida at the drop of the hat, to see all these other women's sons? Especially if they were old, ugly, fat, or otherwise unknown? I believe you used her son to get to her vulnerable, personal side. You quit concentrating on the problem with her son and found your way in to her emotional side.

She has now seen the evil that Satan tried to do through your "good intentioned" relationship. Never forget Satan knows all of our weaknesses. He definitely has found yours and hers, in this instance, but praise the Lord, she has asked forgiveness for hers.

Pride is a terrible thing, we all fight it. Your not admitting that you have crossed a line in that relationship is unacceptable. Maybe some people there might believe that story, but it certainly would not be bought here in America.



It appears she won't be going to Florida when you meet with her son, I wonder how this will change the equation?

I'm really hoping for your sake that you quit living this lie. Ask yourself some of the questions that this professional counselor gave us concerning Doctor and patient relationships with married women and see if you would pass the test. At this point you have failed.

One last thing. When one is dealing in the physical world, Satan is the Prince. That is scriptural, according to the bible. Anyone can be deceived. But when you deal in the spiritual world, God gives one eye salve to clear the vision. The spiritual realm says that you crossed the line and became too physically or emotionally attached. The physical realm causes one to justify ones actions even though they may be directly opposed to the bible. All the excuses and all the justifying in the world will not deceive those who are looking to God for spiritual guidance. Please quit looking from the physical of what seems right and all the talk about good intentions and high and lofty conversations, and let God take you to the spiritual realm to see sin for what it is. It is destructive. It destroys. That is the road you two were on.

If I get in my car and plan on going to church and drive out of my driveway and run over a pedestrian and kill him, he is dead. All the good intentions in the world about going to church, won't take away the sorry and pain that it would cause this persons family. Good intentions still can kill and destroy.

I believe that's what you should come to "grips" with. No one doubts your good intentions, but you got caught up in the physical. Those conversations, for hours on end, felt good. Therefore your feelings would not allow you to see the damage being done. And unless you are seeking the truth on this matter, this letter will seem laughable to you. If you're seeking truth I believe God will open your eyes.

I'm not asking for any further response. These are just comments that I felt needed to be made.

Ex. J

Subj: Re: Thanks
Date: 9/15/2004 3:28:46 PM Eastern Standard Time
From: danshelton@[REDACTED]
To: Bishopcg@[REDACTED]
Sent from the Internet (Details)

No, He isn't.

When a woman or man is married they have no right to take vacations together with members of the opposite sex against their spouses objections. Vacations were taken while we were still married. This is what ultimately caused the divorce.

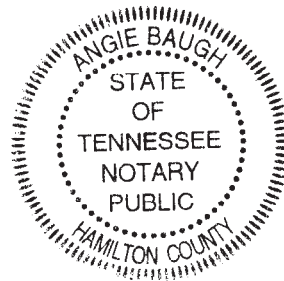
— Original Message —
From: Bishopcg@[REDACTED]
To: danshelton@[REDACTED]
Sent: Wednesday, September 15, 2004 9:53 AM
Subject: Thanks

Danny,

Received your email this morning. Thanks, traveling together is far removed from sleeping together. Is this doctor a Nazarene?

Carol

*CB Bishop M.D.
11 Irving Place
Lookout Mt. TN.
37350*



MY COMMISSION EXPIRES:
August 6, 2008

State of TN
County of Hamilton
10/01/07

Ex. K

Subject: Fw:
From: "Linda Shelton"
Date: Thu, 8 Jul 2004 11:29:26 -0500
To: "aедта"

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


From: Danny Shelton
To: Linda Shelton
Sent: Wednesday, July 07, 2004 12:57 PM

Linda Sue,

You may fool some of the people by these kinds of emails to me, but the truth is you cannot and will never fool me about your sinful relationship with this Dr.

Since Feb. the 7th when you made your famous speech about him on 3ABN how that he had become your burden bearer, I have not had you as a wife. you left me for him way back then. I was the enemy and he was your chocolate cake, to quote you. Also you said he was your safety net. This was wrong, is wrong, and always will be wrong.


The reason I thought the divorce was necessary was you stated that the reason you could spend nearly four days and most of 4 nights with him during campmeeting against my objections, was because you didn't really feel you were married to me anymore.

 When I heard you talking to him on the phone planning and unholy meeting in Florida without my knowledge and then having to cancel when I found out and I heard you ask him to meet you in Las Vegas and then in New York, as well as heard you planning your European vacation to Norway, including you and him going boating together, I knew the marriage was over.

I could not live with such an affair going on before my very eyes and hearing you justify this sin with no repentant spirit whatsoever. I told you for months that if you dropped the doctor that I would forgive you for this dastardly situation you created with this man, and try to start all over. But you refused to drop him then and even to this day.

It's funny when you say that you stopped this relationship till I told you that you could start it again, that you always leave out how you lied about all the phone calls you were having with him. You would tell me you had stopped, but then I would find your phone cards and see that time and time again you had lied about them.

Yes, I did tell you I would love you enough to let you go, because I couldn't keep you anyway against your will.

 You always forget to say though that a few days later after me telling you this that I emailed you and told you that as long as you were my wife I still forbid you to stay in this adulterous relationship. Yet to this day you continue, even just coming home from a four day vacation with him again, without Johann this time.

I still love you alot. I only wish you would admit what all other husbands and wives know, that there cannot be three people in the marriage!

X

EX 461

Ex. L

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

From: Danny Shelton

To: Linda Shelton

Sent: Wednesday, September 01, 2004 12:40 AM

Linda Doll;

You made a statement late this evening that during Feb. and March you were innocent of being too involved with the Dr. Linda the problem was everyone involved knew the Dr. was not innocent. He knew exactly where he was going with this relationship and was able to successfully mold you the way he wanted. Even to the point of him convincing you that it was ok for you to go on a vacation without your husband to his condo.



All pastors and counselors to this day will tell you that he was a snake in the grass all along. We could see it but you couldn't. That's why I fought so hard for you. The snake won round one. But the battle for you for marriage and ministry and your soul is not over. I believe the Lord will ultimately win out.



Your continued relationship with this man is living proof that his plan for you succeeded. These trips to Norway and his to the states so you guys can be together is not sanctioned by God and will be the death of your new ministry.

He's not and never has been a piece of chocolate cake to you. He's been a pile of poop that you ate because it had chocolate covering. But the chocolate coating is about to fall off. Too many people are praying for you to see the truth.

Love is Forever!

Bro. Dan

Make plans for January!

----- Forwarded message from Danny Shelton -----

Date: Sun, 16 May 2004 13:29:09 -0500

From: Danny Shelton

Reply-To: Danny Shelton

Subject: Re:

To: amoore@...

Linda, you need to get honest with yourself and everyone else. When your relationship first started with the doctor it may have been professional, but when it quit being about Nathan and he became, in your own words, one of your three best friends in the world, I knew you had crossed a line.

I told you if your relationship were on a professional level then I should be on the conversations, as I too care about Nathan.

It was then that you informed me, around the middle of Feb. that this was no longer about Nathan but about you and his friendship and that I was not, and I quote you, "Going to horn in on your relationship".



Linda, the very fact that I have proof of your vacation plans alone with him in several different locations, will tell anyone this is not about professional anything---except maybe ADULTERY. The pregnancy test kit a week ago Friday pretty well confirms that.

It's too bad that you didn't start your period one day sooner, you wouldn't have had to buy it. You told me yourself when you got home at 7:00pm that you had just started your period that evening.

I have the receipt. I know when you bought it and it was before you started your period.



Anyway, you may fool some people with your stories, but you know that I know about your trying to get me to buy you a ticket last week for a trip to Florida this coming week pretending to look at property that you might want to buy when Alyssa moves there after getting out of school. The problem is why would you look at property next week in Florida, when she doesn't even know where she will work. Florida's a big state. I know (as you well know) that you told the doctor that I didn't buy into the idea of looking at property and that I knew he was going to be in Florida this coming week. So, I will always know that you then invited him to spend a short vacation with you in Las Vegas, telling him that I wouldn't suspect him to be there as you had told me that you were going there to establish residency for a quick divorce. You know that I also know for a fact, that you then invited him to meet you in New York for a few days vacation, loring him with the idea about great computer stores there. You also talked about going to Norway to be with him there.



Remember, you told me a few weeks ago that you could seduce him into marrying you. Obviously, from everything I know, that's exactly what your trying to do.

Some people will believe your "professional" relationship stories, but God, you and me will always know that you have committed adultery first in your heart and second in your actions.

If you can see the truth, I am still willing to forgive you and go on with marriage. At present I cannot forgive that which you have not repented of.

Love,

your husband

Please leave the "professional relationship stories" for the uninformed and unsuspecting. Your wasting your time to try to talk to me about this "lie"

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

From: <amoore@...>

To: "Danny Shelton"

Sent: Sunday, May 16, 2004 10:13 AM

Subject: Re:

Quoting Danny Shelton:

Linda,


You keep saying that I trash you to people, but I am shocked at how many people you have trashed me to.


For instance, talking to Donna Sue, (your ex mother in law) is like putting it in the newspaper and I'm sure that's what you had in mind. But you should know this plan is not working.

Correction: I've said nothing to Donna Sue.

When people in town call me and tell me what they've heard, all I have to do is tell them that you think it's ok to have a phone relationship with another man with conversations from 1-4 hrs at a time, several times a week. They all are shocked that you believe this is ok to do. I don't talk to them about adultery, I don't bad mouth you, I simply tell them that though you have promised many times in the last 3 months or more to stop, you now are talking to him several times a week.

Correction: Once again you are giving them a partial story, (as you have done all along)...additionally, if you told them what you have done: trashed my name and reputation to 3ABN workers, the SDA Church and the WORLD completely ruining my ministry, they would have a much different perception of you. No matter how you want to sugar-coat it, this is nothing short of vicious and demonic...especially since when this thing started you had no proof and your "guesses" about this relationship were completely wrong!!

 The ones who have called me from learning about this through the Donna Sue Bozarth system, immediately say they cannot believe that you, as a Christian and 3ABN Vice President can think this is ok. I don't even have to tell them about your planned vacations together, while we're still married. That would be too shocking to them. Any married person knows that it is wrong to have this kind of relationship with another person of the opposite sex, over your husbands or wife's objections.

 Correction: Again, you fail to mention the professional relationship we have had beginning first with Nathan, and then progressing to this incredibly high stress and destructive circumstance that you have personally orchestrated. There are good and bad ways at looking at a subject. Normally men who love their wives will try to portray their "loved ones" in the most appealing light, even if they are experiencing communication problems. You have most decidedly with great determination showed me that you DO NOT LOVE ME since you have chosen to portray a picture of your wife in the worst possible light...taking 25% truth and mixing it with 75% error.

The people who have called me locally, after hearing about this through the Donna Sue system, are not even Christians, yet they immediately respond, "I can't believe Linda can believe it's alright to talk to another man over your objections. I wouldn't have put up with it this long, I would have booted my spouse out. Bob Ellis is not the only one hearing it through the Donna Sue system. Guess how it could have gotten to city hall? Who would have ever guessed you would be using your ex husband's family to spread false rumors about me.

Correction: None of this has been initiated by me.

I think you remember that last time you and me and your ex in laws were all at city hall, I was rescuing you from charges of attempted murder, by him. Fortunately, I was your knight in shining armor at that time and was able to help keep you from going to prison.

My how things have changed in our relationship...now you're the one firing the shots instead of trying to protect me...under the guise of "standing for principle." How does your actions fit with the principle of "Husbands, love your wives as Christ loves the church?"

Your trying to gain support from the world is only backfiring for you as even the world knows there cannot be 3 people in a marriage relationship. Please get on your knees to God and give up your foolish pride and ask God to forgive you of this terrible sin. Once you've given it to God, I'm willing to forgive you as we're still married and I love you very much.

I already have asked God to forgive my known and un-known sin. As far as the marriage is concerned, I will need to see you give up your foolish pride and make right the sins you have committed against me. The fact is DAN, that my reputation and ministry are DESTROYED! The question is "Who started the rumors?" "Who altered the facts to where people all over think "Linda has been unfaithful to her husband and as a result is getting fired from 3ABN?" Who, as President, tolerated my own workers getting interviewed in an attempt to find reason to fire me...since talking to a man on the phone was not enough??"

Once we're divorced, or once I know that you've met him again, somewhere to physically be with him, it will be too late.

He has you right where he wants you, totally, in your own words, "trusting him". He is not a Christian, he's being used by the devil. I'm amazed at how quickly the world recognizes this fact that he has been a snake in the grass, yet you claim to still see him as your piece of chocolate cake, that you intend to have.

Correction: Once again, as always, you are drawing conclusions without acquiring the facts...from me.

I also am aware that you have talked to Burnie D. That also has failed, as Walt has brought her son, who as you know is a 3ABN board member, up to date, on the truth of this relationship as well as your position and work relationship here at the ministry.

Correction: I am not interested in searching out people to tell my story. But if they come to me and ask me about it, I will tell them the truth. Bernie came to me.

I think I will always love you, but I won't always be here to take you back in the future. I have to go on with life. I can't worry about all the places that you're planning to meet this doctor for vacations and time alone together anymore. Yes, I think I'll know about the when's and where's, but I have a ministry to run and need to concentrate on that.



Correction: Love?? I don't believe, under the circumstances, you even know what it is. However, I am still praying that God's will may be done in this situation. Considering you are insisting in buying out my half of the house, this (once again) sends a strong message to me that you want a divorce. This combined with your e-mails to my family, the typed document of how you want to divide our property, your insults, condemnation and continued negativity, your actions putting down your wife, ETC., ETC., ETC., sends a strong message to me that you want a divorce. Although I have not initiated this action, I will grant you

the divorce you are seeking with great determination... and although it will be VERY DIFFICULT for me under the circumstances, I will go on with my life too.

If you want to talk please give me a call, otherwise I'll try not to bother you anymore. Friday evening and Sabbath morning, May 14 and 15, was just one more time that I had my hopes up, but you, once again had to talk to the doctor and let him discourage you from staying in your marriage and ministry. I would hate to be him on judgement day.

Correction: This is so laughable it doesn't even deserve a reply. "Your hopes up??"

Even if you decide to divorce me, which you've said your going to do for the last several weeks, I still would like to part friends. Who knows, we might need each other in the future.

I still love you very much

Dan

Correction: LAUGHABLE!!

Ex. N

Yahoo! My Yahoo! Mail

Search the Web

Search



Welcome, [Redacted] [Sign Out, My Account]

Mail Home - Mail Tutorials - Help

Mail | Addresses | Calendar | Notepad | Mail Upgrades - Mail Options

Check Mail | Compose

Search Mail | Search the Web

Build credit with our MasterCard

Previous | Next | Back to Messages

Printable View - Full Headers

Delete | Reply | Forward | Spam | Move...

Folders [Add - Edit]

Inbox (11)

Draft

Sent

Bulk (2) [Empty]

Trash [Empty]

My Folders [Hide]

Ed

What's your Credit Score? See it FREE!

Apply Now for a Platinum Card!

This message is not flagged. [Flag Message - Mark as Unread]

Date: Mon, 3 Jan 2005 18:49:46 -0800 (PST)

From: "ALYSSA MOORE" <[Redacted]> Add to Address Book

Subject: Fwd:

To: [Redacted]

ALYSSA MOORE <[Redacted]> wrote:

Date: Thu, 6 May 2004 17:21:55 -0700 (PDT)

From: ALYSSA MOORE

To: aaeda@[Redacted]

Hi my friend,

You know how Dan has been searching my car? I've got a little surprise for him. But I wanted to warn you that a brand new rumor may very well make it's way to Norway. Tomorrow he's going to find a carefully hidden pregnancy test in it. My only regret is that I won't be there to see his face. Do you think it will be worth the rumors?? I think so!!

Alyssa's address is; Alyssa Moore

[Redacted]

Bless you, bless you!!

LS

Delete | Reply | Forward | Spam | Move...

Previous | Next | Back to Messages

Save Message Text

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

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Proof of Adultery: The Pregnancy Test

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Evidence of Adultery, or Stupid Joke Gone Awry?

On this web page we'd like to look at some of 3ABN president Danny Shelton's *prima facie* proof that his ex-wife and 3ABN's ex-co-founder, Linda Shelton, had committed adultery. This proof is referred to in the form letter 3ABN board chairman Walt Thompson, MD, was sending out at least in May and June of 2006, as well as in other of his communications:

May 16, 2006, Email of Walt Thompson, MD

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

From: Walt Thompson

To: *****

CC: Mollie Steenson

Subject: 3abn

Date: May 16, 2006 10:59:28 PM EDT

Dear *****,

...

... And as you might expect, Danny was by this time checking things out pretty carefully. One night she came home all cheery. While she and Danny were getting ready for bed, she left to do something else (I have forgotten what). While out, Danny found a sack of things in the closet. Upon opening it, he found a pregnancy test kit. (He is "fixed" so he cannot have more children.) When she found out that he had discovered it, she was at first angry

Subject: Re: Answers to your questions - part 2

Date: Wed, 08 Nov 2006 11:49:36 -0500

What church leaders were shown the receipt...I could always confirm your statement by interviewing respected church leaders? Right?

You and Mollie have made it clear you will not show any "documentation"...therefore, statements are the only recourse. Put your evidence where your mouth is... show to those of us that can track it out and get responses. Proof is only proof if it can be sourced and verified without a reasonable explanation, explanations you clearly do not want heard!!!

Danny, it is you that continue to hide behind the supposition that you have documentation but fail to show anyone. When board members have not seen these things then one must assume they are fiction. Roll em out or suffer from fictionitis!!!

Further, you keep referring to Linda as a source...Linda apparently had little to do with the finances, therefore Linda was not the source/sources in the subject case.

...

Gailon Arthur Joy
AUReporter

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417559

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

Ex. P

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

Subject:Re: 3abn**Date:**Sun, 8 Jul 2007**From:**Walt Thompson**To:**

Dear *****,

The quotes that you have copied here were posted since the law suit was filed. Things have improved a great deal since then.

As I understand it, Linda's mother called Linda on a phone shared by she and Danny and left the message. No, her mother is not on Danny's side.



I do not have the info on the dates of the tickets. I don't think that I indicated May 7 in my correspondence. I believe it was later than that, and easily 5-6 weeks. I am sorry, I have made no effort to determine exact dates. I am reporting only what I believe I was told.

Sincerely,

Walter Thompson MD

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

From:**To:** [Walt Thompson](#)**Sent:** Sunday, July 08, 2007**Subject:** Re: 3abn

Dear Walt Thompson,

Thank you for your comments. I did not expect an answer so quickly but I appreciate your efforts.

As I said before I am a person who will question until I am satisfied and know clearly what is the truth.

I think it would be terrible if your words were twisted so that people would get the wrong idea about what you were trying to say so this morning I did a search on your name and 3ABN and found some places where I could look to see some of your quotes. (I checked out a site called www.blacksda.com) At that site I did another search on your name and found these two quotes. I am not too good at navigating around that site so maybe there are more but this is all I could find this morning. Could you point out to me what part of the following was a misquote? [See quotes at end of message.](#)

I almost overlooked your comment about Linda's mother. Is she on Danny's side and giving information about phone messages or did someone take Linda's cell phone or what? How does anyone know about her messages?

And the pregnancy test still bothers me with the timeline. You said "she was in Florida" (although without definite proof) in April and the test was found May 7th. That is not actually 5 to 6 weeks later. A thought - what dates were the tickets for? I know it seems like I am obsessed with this information but I have to have it resolved in my own mind as to what happened. I do not know Linda and have never talked with her or corresponded with her. As a viewer I did like her and thought more of

her than I did of Danny. I was not impressed with him. To be honest, I was dismayed by the divorce and just believed what Danny was saying until he remarried and then I had some questions. I kept it all to myself until the law suit surfaced and now I have to know what is actually going on.

Thank you again for trying to help me see the whole picture. Bless you.

QUOTE(Walt Thompson)

We have been accused falsely. That was OK until it began to seriously impact the ministry. When, in spite of everything we knew how to do, our donors started holding back their gifts, we grinned and bore it. When, however, we discovered that the leadership of the church had cautioned its workers to cool it and refrain from involvement with 3abn until "it resolved its problems," we concluded it was time to do something. I spoke with Mark at the GC seeking help. He told me over and over again that the leadership of the church could not and would not get involved in our disputes. He suggested, as others had and as we had considered, to request help from ASI. We sent a request to ASI. After some time and a number of meetings of their exec. committee, they finally agreed to establish a commission to respond to our request.

As far as seeking non-Adventist attorneys and going to the courts, I might site the example of the Apostle Paul, who wrote the portion of First Corinthians 6:5-7, about the courts, but himself finally appealed to Ceasar because he was unable to work things out with his one people. I quote from Acts of the Apostles, "When Festus was come into the province, after three days he ascended from Caesarea to Jerusalem. Then the high priest and the chief of the Jews informed him against Paul, and besought him, and desired favor against him, that he would send for him to Jerusalem." In making this request they purposed to waylay Paul along the road to Jerusalem and murder him. But Festus had a high sense of the responsibility of his position, and courteously declined to send for Paul. "It is not the manner of the Romans," he declared, "to deliver any man to die, before that he which is accused have the accusers face to face, and have license to answer for himself concerning the crime laid against him." He stated that "he himself would depart shortly" for Caesarea. "Let them there . . . which among you are able, go down with me, and accuse this man, if there be any wickedness in him."

On 7/7/07, **Walt Thompson** wrote:

Thanks *****,

I am sorry for pushing you a little, but you need to understand that I do not know you or anything about you or your motives, etc. I am generally very trusting of people, but my experiences the past couple years on the Internet have made me very skiddish. People who write with the most innocent appearing questions have too often taken my responses, edited them, misapplied them, and done all sorts of unimaginable things to make them say just the opposite of the intent to use them against the ministry. Just one example, and certainly not the most significant one! I wrote an e mail to Johann T, our former representative in Europe, and a friend of Linda. In it I refuted a charge that we had fired Linda on the basis of adultery. In my response I

stated that we did not fire her because of adultery, but for defiance of board orders. About a year later Linda used this statement as proof, and published on her web site that I had never accused her of adultery, thus using my statement to indicate I believed she was innocent.

****, I agree that people ought to have questions, and ought to be able to ask questions. I still try to provide substantial answers to those who ask, but less than a month ago, information that I had stated in private appeared in public with a different message than what I had stated.

As regards to the pregnancy test, the same things are true. If I were to tell you all of the things I know or suspect, it is possible for you, or someone you share it with, to take the info., misapply it, or deny it, post it on the Internet and accuse me of making scandalous statements. This is not paranoia, but reality. It is one thing to have written and signed statements defending one's position, but more difficult when evidence is circumstantial, involves personal witnesses, etc., that can be denied or modified. Then it becomes little more than a free for all. While much of the information we have is solid, a significant amount is circumstantial and/or available from witnesses.

I had not checked the timing of when the pregnancy test was found. I didn't think it mattered for the sake of the discussion. In checking back, the info I have is that it was in mid May, 5 or 6 weeks after the suspected trip to Florida, a trip that we believe occurred based upon several bits of information - a message left on a cell phone by her mother, a plane ticket, and the inability to contact her during that time. Furthermore, plans for another trip to Florida were overheard on the day the test was found. A joke! Not likely.

I hope this is helpful. Since this is sensitive information, for the reasons sighted above, I trust you will use this information discreetly.

Sincerely in Jesus' precious name,

Walter Thompson MD

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

From:

To: [Walt Thompson](#)

Sent: Friday, July 06, 2007 8:49 PM

Subject: Re: 3abn

Dear Walt Thompson,

The reason for my questions is simply I am trying to determine truth in this whole difficult situation. As a viewer and supporter of 3ABN I need to know what is real and what is not. In your first e-mail to me you indicated that some individuals were making "false allegations" and spreading these lies on the internet. How else can I determine what is truth but to ask for answers from the people who should know first hand, namely you and the management at 3ABN.

This is the very reason I came to you to find out about the pregnancy test. Being a nurse, I still have a difficult time understanding how the pregnancy test is even relevant when Linda was not with the doctor during the months prior to finding the test (May 7). I heard Linda bought the test as a joke or prank to rile up Danny. A very stupid idea in my opinion but it sounds believable.

I appreciate you trying to answer my questions. If you think about it, you will agree that more people should be interested in researching facts and asking questions when something just

does not add up for the simple reason that they will not be convinced of lies and false allegations about anyone.

Truth can stand the test of close scrutiny. God bless.

On 7/6/07, **Walt Thompson** wrote:

Dear *****,

You are correct in concluding that the pregnancy test was found earlier in the month. Sorry, but I am not sure of the significance of the time line. Before expanding on this, I would be interested in knowing the reason for your inquiry. Is this simple curiosity, or is there something more to it.

Sincerely in Jesus' name,

Walter Thompson MD

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

From:

To: [Walt Thompson](#)

Sent: Thursday, July 05, 2007 4:46 AM

Subject: Re: 3abn

Dear Walt Thompson.

Thank you for your attempt to give me a time-line but something is not quite right. First of all, I do not know anything about a watch and I may have things confused but I thought the pregnancy test was found around the first week in May, not the end of May.

I am sure you can provide some clarification.

On 7/3/07, **Walt Thompson** wrote:

Dear *****,

I am not sure that I understand your question, but let me try to respond. Linda was in Norway in February. While there they made plans for her to return in June for a prolonged vacation together. We also have evidence that they planned to meet in Florida together (in April I believe). We believe that happened, but do not have physical proof that it took place. We do know that she had tickets to go and that her mother believed she was there. There is no question but that they were together in late May about the time of Campmeeting. It was about that time when the pregnancy test was discovered and the watch was found.

Ex. Q

Subject: wife
From: "Danny Shelton"
Date: Wed, 7 Apr 2004 06:49:46 -0500
To: aaedta@...

Doctor you must be getting very anxious as my wife and I are getting professional counseling that will clearly show your mind control tactics that you have used on her. Some one very intelligent has helped me see your cult like methods, of many long hours of conversations with my wife, placing in her mind that you are her only hope for her son, even sending pictures, which I am using as evidence against you, of your place with a sign that says PARADISE. Obviously everyone wants to go to paradise. We are on to a number of your tricks for trying to steal another man's wife. No wonder you told Brenda that my wife must "destroy" her computer!

I have learned why you had to call that Friday, even though you promised the pastor you would never again call. You had to see how much control you still had with her and when she talked with you against all her promises you thought she would never tell and expose you.

There is one problem that you never thought about, too many people are praying for her and this ministry, you will never win, what you set out to accomplish, The Holy Spirit is greater than the powers of darkness. You made too many bad mistakes in this process including but not least, of inviting another man's wife to live with you in your private condo in Florida, for a vacation.

My wife admitted to me yesterday that Brenda was never in the picture when you first asked her to go on vacation and live with you while there. I know the Lord is working on her because she voluntarily told me that she would never have invited herself to your place, even though that's the picture you tried to paint to Pastor John.

She told me how you invited her alone, and no one else, then went to Africa for one week or so. She then told me that when she called you to take you up on your offer, you said you didn't remember ever inviting her there but if she wanted to go you would be happy to meet her there. Any even asked her if this process was ok in America that she, a married woman live with you alone while there, as though sin is different by national boundaries! The problem is she said she didn't even know you had a condo, until you told her about it while inviting her to live with you.

I have kept records of all of these facts that she has confessed too. I know this must be shocking to you as you thought you had more control of her than that, but every day there is no contact between the two of you she is seeing more light as to your intentions, to covet and steal her from me.

As I told you before, all the facts after counseling is over and you are clearly exposed in her mind, I intend for your church leaders throughout Norway to learn the real person that you really are.

I've done Matthew 18. I've gone to you at no avail. Next I went to Pastor John, and you lied to him and told him you would never call again, now, unless you apologize to my wife and me, not on the phone, but email or letter, I will promise you that I will take this to the church before long. You will not stay in your coveted position as elder in the SDA church.

If you mail a genuine confession that you knowingly did wrong concerning inviting my wife to live with you in Florida and all the other things we have discussed, we will not take this to your church in Norway and elsewhere. I have too many professional people now including my board members who have talked to my wife and next week an unbiased, professional counselor, that does not know either of us, but who specializes in getting to the bottom of mind control issues.

Subject: Emailing: 8207
From: "Danny Shelton"
Date: Wed, 14 Apr 2004 08:11:19 -0500
To: aaeda@...

At best, this represents, what you have done. Today is the day we start contacting your church leaders.

8207.url	Content-Type: application/octet-stream Content-Encoding: base64
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Spiritual Adultery

In my work as a counselor-of-clergy, one of the most baffling questions is: why do so many clergy and people-helpers commit adultery?

I'm writing a major paper on this issue, which will be posted in due course: together with another article on 'Sex and Singles'...

Where do we start? Here's one place: the need of every human being for intimacy (Genesis 2:18), which people-helpers/clergy are involved in every working day. God has created us with a deep need to be loved when we are 'known'. Spiritual and emotional wholeness happens when the dynamic of confession/forgiveness occurs. God's unconditional love is incarnated when another human being accepts us when they know the worst about us...

But in our world children and adults are not loved unconditionally. Parents, teachers/authority figures and peers 'loved' us to the degree that we are 'good' or clever or conform or satisfy other criteria for acceptance. And because most men were not properly initiated into manhood by their fathers (mothers can't do that: ask for my article on that) and most women were not nurtured adequately by their fathers (I have something on that too), we have in our 'bent world' an increasing number of adults living with a mild-to-severe love-deficit.

If I marry a wife to find a nurturing mother, or a husband to find a nurturing father, all sorts of codependent behaviours develop. I'm supposed to marry a mate, not someone whose main function is to carry the baggage of unmet emotional needs I've brought from my childhood.

Now people-helpers/clergy are very vulnerable at this point. A client/parishioner may project their unmet 'love-deficit' needs into the counseling relationship. 'No one has ever understood me like you do' is a common come-on. The counselor is burnt out, tired, emotionally drained, frustrated in their marriage or whatever, and gets hooked. They share with the client feelings which don't belong in this context and find comfort and refreshment in this relationship. One thing leads to another, and as John Sandford says in his quite brilliant book 'Why Some Christians Commit Adultery' (Tulsa, OK: Victory House, 1989), 'the first and greatest cause of sexual adultery, among well-meaning Christians, is spiritual adultery [which happens when] married persons share with someone else what ought to have been shared first or only with their own spouses' (p.7).

The classical wisdom here:

1. Spiritual adultery is always (at first) unintentional.
2. When persisted in, it leads inevitably to full physical adultery.
3. So: don't become isolated, particularly from your spouse; be careful when you keenly anticipate an appointment with someone or invent even 'innocent' excuses to spend inappropriate amounts of private time with that person; listen to the warnings of others; confess to a spiritual director or supervisor; join a small group where you can be accountable; be willing not to see the person in question in private - ever again; and ask for someone with spiritual discernment to pray for a 'separation' or 'loosing' of spirits - particularly if it led to sexual adultery (see 1 Cor. 6:15-20). Finally: deal with the roots of your own dysfunction.

Subject: Fw:
From: "Danny Shelton"
Date: Sat, 24 Apr 2004 23:52:06 -0500
To: aaedta@...

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

From: Danny Shelton
To: Johann Thorvaldsson
Sent: Friday, April 23, 2004 10:10 PM

Hi Johann & Irmgard,

I just want to wish you a very happy Sabbath. My love & prayers are with you.

Dan brought a book home today which is entitled "Why Some Christians commit Adultery." I read the first couple of chapters which speak of what they term as "spiritual adultery." Apparently, this is something which satan uses to bring leaders and Christians down. This is speaking about relationships between well-meaning brothers and sisters in Christ. They have wonderful spiritually, uplifting conversations but as the relationships progress satan gets involved and it heads a wrong direction. Unfortunately, as I was reading the chapters I could see myself in them. My relationship with the doctor began as what appeared to be a good thing, but obviously the fruit of this relationship has brought about nothing but bad fruit. Had this relationship really been built on the Lord it would have brought about good fruit instead of all the heartache and hurt that has resulted...and who knows if more time was put into the relationship, perhaps it could have resulted in physical adultery...which would have been devastating.

I've complained to you about my irate husband...and he admits that he has not done everything right. But in his heart he was desperately trying to save me from making a terrible mistake. And I see his heart in this now. We are, with God's help trying to put the marriage back together, as well as the ministry. Please pray for us.

It's my prayer that peace and prosperity will come back to 3ABN as a result of our desire to recommit ourselves to the Lord. God bless you!

Linda S.

Ex. U

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

From: Danny Shelton

Sent: Wednesday, October 27, 2004 2:09 PM

To: Matthews, Temple Gregory

Subject: RE:

Gregory,

I'd like to go through this letter and clear up some things.

1. You say in paragraph 5 that there is some stuff being said, apparently publicly, by both sides that is inappropriate and possibly half-truths. Please tell me what you have seen and know for a fact is inappropriate

and possibly half truths printed by 3ABN about Linda. That's a big general statement but I would like to see the facts.

2. The questions you have about the legal court case I will let Nick answer.

3. Who has accused Linda of Spiritual Adultery? Did I? if so show me. This is what seems to be the problem. People want to believe what they read. Linda and Johann say that she's accused of spiritual adultery, but show me where you got that info from me. In fact I don't know of any board member making the statement publicly.

4 Linda has had much counseling. Many hours of it by professionals. Again I don't know how you can make your mind up on this one without knowing the details.

5. John Lomacang is a licensed marriage counselor. The Nazarene marriage counseling couple that Linda set up to counsel us are both licensed marriage counselors. Linda and I had probably at least 3-4 sessions with John L. lasting anywhere from 5-8 hours per session. He counseled both of us on the phone for long period of time over two or three month.

Linda did not like his counsel. She talked to her sister and she recommended this very well known couple that are Nazarene that had saved her marriage. They spent 8 hours counseling with us. Some times privately and some time together. After 8 hours of counseling us they told Linda that this relationship she had developed with this Dr. had to stop. They told her she was in violation of her marriage vows where she promised to forsake all others for her husband. They told her that if she didn't stop this relationship that they were sure it would cost her marriage and ministry.


She promised to brake off all contacts, yet phone records show that even though she first denied calling him after this counseling session that she had indeed called and talked to him for up to 4 hrs almost every day for the next week, when confronted by me.

These call continued day after day week after week. I asked her in front of Walt Thompson and Pastor John how she could look me straight in the eye and lie when I asked her if she had any contact with this man. She said that he told her that since everyone became so upset with her for talking to him that it was ok just to deny any contact. She also said in front of witnesses that neither she or he ever intended to break off their relationship. I could go on and on about this kind of behavior on her part but for now I've said enough.


Mark Finley spent several hours on the phone with Linda trying to help her to see the sin in this relationship and the consequence involved if it didn't stop. He wanted to talk more, but since he didn't agree with her she cut him off. Kay Kuzma only talked to her once even though the board brought her in to counsel with Linda. But when Linda saw that Kay would not be swayed her way she cut off all ties to kay.

Kay and her husband Jan came to our house to counsel with Linda, but Linda refused to let them in. I could go on about more counseling but that's enough for that too. Like John Lomacang said, The principal behind this relationship is easily proved from scripture that it is wrong, but Linda would not listen.

6. You say that you are not convinced that Linda had an inappropriate relationship with another man, but where are you getting your info. If you're married I could guarantee that if your wife was doing all that I know my wife was doing, you would consider it inappropriate. Again you are making decision based on what? Definitely not fact.

 Mark Finley who does know the facts and as one I happen to respect tremendously, told me that God doesn't expect any man to stay in that kind of marriage. He said, after many weeks and many hours of fact finding, "Danny, I know I could never live in that situation". Mark Finley like you and I knows the difference between spiritual adultery and physical adultery. We have the facts therefore we can make up our mind based on that. You haven't really had any facts so I don't know how you could believe one way or the other.

The bible says there is wisdom in the multitude of counselors. I have done that. So has Linda, but she has refused to listen. All coueslors and board members unanimously agreed this relationship was sin, it was wrong and therefore must stop.

 7. In your comments marked # 9, I hear you saying that you have sometimes disagreed with what I have said, but you have not really heard me say anything, you are assuming things that Linda and Johann say that I said. Like the example of Spiritual Adultery.

8. I have something that I am almost through writing that I would like for you to post if you want to. I'll email it when I'm done. Hopefully, tomorrow or Friday.

Ex. D

Subject: RE: Motion to extend the time
From: "Greg Simpson"
Date: Thu, 4 Sep 2008 16:49:38 -0500
To: "Bob"
CC: "John Pucci", "G. Arthur Joy", "GerryDuffy"

I do oppose that motion.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@

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From: Bob
Sent: Thursday, September 04, 2008 9:40 AM
To: Greg Simpson
Cc: John Pucci; G. Arthur Joy
Subject: Motion to extend the time

Counselor Simpson:

We are preparing to file a motion asking for an extension of all deadlines for discovery by 90 days. Should we represent that you oppose or not oppose this motion?

Sincerely,

Bob Pickle, *pro se*

cc: John Pucci via email and fax, Gailon Arthur Joy via email

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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.

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

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Published: March 28, 1991

Section: MARKETPLACE

Page#: 01D

Owner of concrete firm files libel suit against Corporate Report Minnesota

By Susan Feyder; Staff Writer

The owner of a Dodge Center concrete-mixer company who is the subject of Corporate Report Minnesota's March cover story has sued the magazine for libel.

Garwin McNeilus, owner of McNeilus Companies Inc, filed the suit last week in Dodge County District Court. In his suit, McNeilus says there are at least 68 false and defamatory statements about him and his business in the article, "The Hardest Man in the Cement Mixer Business."

In a prepared statement, McNeilus' attorneys said that the suit was filed after Corporate Report Minnesota did not respond to requests for a retraction. Besides the magazine, the suit names as defendants author Denise Kotula and MCP Inc., the parent company of Corporate Report Inc.

Corporate Report Minnesota editor Terry Fiedler said Wednesday that the magazine had not yet reviewed the suit and he declined to comment on it. In an editor's note in the March issue, Fiedler described the story as "a portrait of a man of seeming contradictions. A generous, religious man, McNeilus was accused time and time again of crippling his rivals, rather than competing with them. His critics charge him with everything from predatory pricing to industrial espionage."

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The suit says that as a result of the article, McNeilus has suffered lost income and harm to his reputation. Gerald Duffy, McNeilus' attorney, said he expects that the damages requested could be in the millions.

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Published: October 17, 1991

Section: BUSINESS

Page#: 02D

Garwin McNeilus finds himself entangled in another legal battle

By Tony Carideo; Staff Writer

Garwin McNeilus, owner of McNeilus Companies Inc., who already has a nasty fight going with Corporate Report Minnesota, is in another legal battle.

Last week Rocket Holding Inc., parent company of the now-defunct Rocket Mixer Inc. of Edina, sued in U.S. District Court alleging that McNeilus, a manufacturer of concrete mixers in Dodge Center, engaged in "anticompetitive conduct designed and intended to destroy competition and monopolize the concrete transit mixer market."

Rocket also alleges that the McNeilus company used predatory pricing to undercut competitors; acquired weakened competitors and liquidated the businesses; made "illusory offers" to buy competitors, then withdrew its offer after acquiring confidential competitive information. The suit also charges McNeilus with "bid stealing, wiretapping, (and) misappropriation of trade secrets."

Rocket, which is represented by Alan Anderson, a Minneapolis lawyer with the firm of Robins, Kaplan, Miller & Ciresi, claims that McNeilus, upon learning that Rocket was negotiating to sell its assets to another company, made an offer to buy the company that was substantially higher than the offer on the table. When that buyer was discouraged by the McNeilus offer, McNeilus "demanded unreasonable terms, knowing that the demands would, and did, cause the proposed deal to collapse."

We'd note here that Anderson also is representing Dale Straley, the former vice president of sales at Challenge-Cook Brothers of Ohio and once McNeilus' chief competitor. Straley is suing McNeilus for not fulfilling a contract that he had with the company after McNeilus hired him and for illegally tapping his phone.

McNeilus was the subject of unflattering March cover story in Corporate Report titled, "The Hardest Man in the Cement Mixer Business," which detailed similar alleged business practices. McNeilus sued the magazine for libel, saying it contained at least 68 false and defamatory statements about him and his business.

"If you read the Corporate Report article and you read the (Rocket) litigation, it's amazingly similar," said Tom Winkels, McNeilus's chief financial officer. "All the lawsuit tells you is that they are able to read Corporate Report."

Asked about the allegations, Winkels replied: "As (Clarence) Thomas said, it's not true." He said the company has no plans to drop its libel suit against the publication.

Look at it go!

Among the hot stocks in this crazy market, NWNL Companies Inc. remains among the most controversial locally because of the intense investor disagreement over the quality of the company's assets.

But the stock of late has been a freight train in spite of little in the way of good news from the rating agencies, which continue to downgrade the industry, including NWNL. In late September, S&P knocked down NWNL's claims paying rating by a full letter grade (from a double A to a single A), estimating that reserves necessary to absorb asset quality problems in the near term should approximate \$100 million.

That didn't stop the stock, which is now up by \$10 a share since the beginning of

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Published: January 30, 1992

Section: BUSINESS

Page#: 02D

Correction: The amount of reduction in defense spending recommended by President Bush was incorrectly reported in this column. He proposed a cut of \$50 billion, spread over five years, or 3.4 percent a year.

Conference Board CEO shares his thoughts on 'who blinks' recession

By Tony Carideo; Staff Writer

The chief executive of the Conference Board, Preston Townley - most folks know him as Pete - was in town this week to discuss the Board's latest consumer confidence figures and the mood of CEOs in the United States and Europe.

The picture isn't terribly rosy: Consumer confidence dropped again in January, the nation's CEOs are bracing for a sluggish recovery and Europeans are worried about all sorts of things. Meanwhile, in a survey about to be released, the nation's CEOs more than anything want the budget deficit reduced.

Townley, by the way, still maintains his roots in the Twin Cities. The former general manager (early '80s) of the Big G cereal division of General Mills and past dean of the University of Minnesota's Carlson School of Management remains on the boards of Donaldson Co. and TCF Financial Corp. He spoke to a luncheon hosted by old friend and schoolmate Francis Braun, who heads up the Minneapolis office of Kemper Securities.

Townley calls the current downturn a "who blinks" recession - a stare-down between consumers, who refuse to buy because they're afraid of losing their jobs (a rather justifiable fear, one would suggest), and businesses, which continue to trim thousands of jobs that won't be refilled while keeping a "strong hand" on inventories.

January's Consumer Confidence Index, released Tuesday, slid 2.1 more points to 50.4, continuing a decline that now exceeds 30 points from a momentary spike of 81.1 after the Desert Storm victory. Townley considers the current figure "a flattening," which is in keeping with the view from executive row, where the people he speaks with "do not see any evidence of recovery, but they don't anticipate worse."

Townley said CEOs see election year politics as "the wild card" in all this, with many fearing that politicians will start doing dumb stuff to buy votes. "The president has been looked to to lead positive action or thwart short-term fixes," he said. So far, Townley said most CEOs - who happen to be predominately Republican - "are deeply concerned that (Bush) doesn't have a clue."

While Townley believes Bush will win a second term, he said it's worth noting that since World War II no president has been reelected when the growth in real after-tax income has been less than 3.8 percent. The growth rate for Bush's administration has been less than 1 percent - the worst since the 1930s.

In a soon-to-be-released Conference Board survey of 400 chief executives, more than 90 percent said Bush's top priority should be deficit reduction and 57 percent said they'd cut the defense budget by more than 20 percent. (The \$50 billion in cuts Bush announced in his State of the Union address represents about 17 percent). After paying down the nation's debt, the "peace dividend" should be used to improve the nation's educational system and rebuild its infrastructure, the CEOs said.

Townley said similar priorities are being voiced by European executives. In addition, Europeans remain concerned about the short-term orientation of U.S. corporations and Wall Street and the commitment of the United States to stay in the export game.

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Piper, Jaffray and who?

Tis a time of change at the great regional brokerage house of Piper, Jaffray & Hopwood Inc.

Yesterday we learned that Piper Jaffray Inc., PJ&H's parent company, is going to sell almost 2.2 million shares - all 1.9 million shares held by ITT Hartford Insurance Group and a significant portion of the shares held by the Harry C. Piper Estate Trust - in a secondary offering.

Now word is circulating that the Piper folks are thinking about dropping the Hopwood from the Piper, Jaffray & Hopwood name, making the name just Piper, Jaffray, which is more consistent with the other "Pipers" in the Piper family, such as Piper Capital Management and Piper Trust.

If the scuttlebutt is true, the passing of "Hopwood" would remove a presence in the Twin Cities brokerage community that dates back to 1913 and '14, when F.P. Hopwood established the Hopwood Investment Co. in the McKnight Building. Hopwood founded the firm just months after Harry C. Piper and C. Palmer Jaffray had launched their new commercial paper business and were selling unsecured notes for such fly-by-nights as Northrup King, Washburn-Crosby (General Mills), Pillsbury and Archer Daniels Midland.

Robert Gaddis Hopwood was F.P.'s son and treasurer and by the early 1930s was head of Hopwood & Co. when it merged with Lane, Piper & Jaffray. Robert Hopwood died in 1953 at age 63.

McNeilus vs. everybody

Garwin McNeilus, owner of McNeilus Cos. Inc., has won an important round in his battle with Corporate Report Minnesota. He has also launched a legal assault on another front - suing some of the people who were either quoted in the Corporate Report article or who helped in the research.

In a complaint filed earlier this week, McNeilus sued R. Dale Straley, who was quoted in the article, as well as one to five other sources the magazine used whose identities McNeilus and his lawyer, Gerald Duffy of Seigel, Brill, Greupner & Duffy, don't have.

The suit claims that Straley, a former vice president of sales at Challenge-Cook Brothers of Ohio and once McNeilus' chief competitor, conspired with one or more other sources to help Corporate Report put together its unflattering article on McNeilus, which was published in March as "The Hardest Man in the Cement Business."

Several years ago, Straley sued McNeilus for not fulfilling a contract that he had with the company after McNeilus hired him and for allegedly tapping his phone. That case was settled in 1989.

Still pending against McNeilus Cos. is a suit by Rocket Holding Inc., parent company of the now-defunct Rocket Mixer Inc. of Edina, which has alleged that McNeilus, a manufacturer of concrete mixers in Dodge Center, engaged in "anticompetitive conduct designed and intended to destroy competition and monopolize the concrete transit mixer market," as well as "bid stealing, wiretapping (and) misappropriation of trade secrets."

In his suit against Corporate Report, McNeilus last week won an important victory when District Court Judge Lawrence Agerter in Dodge County ruled that McNeilus was a private citizen and not a public figure.

The ruling, said Marshall Tanick of the firm of Mansfield and Tanick who also is representing him in his libel suit, "changes (McNeilus') burden of proof. He can prevail by showing that Corporate Report was careless or negligent in printing the story." If McNeilus had been judged a public figure, Tanick said, he would have had to prove that the magazine was reckless or had intentionally distorted the facts.

Tanick said the ruling, while it doesn't establish new law, does say the fact that McNeilus is head of a private rather than public company will be an important factor in determining how a business executive is treated by the courts.

conversion stories about coming to Jesus and the SDA church because of watching 3ABN!
Do people say that about your ministry? I'm not being proud as we give God the credit, but unless you are doing something better I don't understand why you think have the right to condemn those who are doing something big or God.

QUOTE

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

From:

To: danshelton@...

Sent: 6/6/2006 4:40:27 PM

Subject: RE:

Danny Shelton <danshelton@...> wrote: Danny writes

Danny writes: My heart aches for those who claim to be Christians, but don't have a clue as to how Satan is leading them around by the noses in any direction he wants.

Satan is not leading me--I'm shocked that you would imply that. I feel for the lost and dying world who needs Jesus and I do all I can on a daily basis to reach others for Christ--not for the church. Linda was all about the heart--the heart of Jesus. All she ever did was encourage others in their walk with the Lord. You stopped her from speaking her side of things by the gag order that you made her sign--and yet you speak out against her all the time! You say that 3ABN has grown more since she's been gone. Well, that's for you to say as I don't have access to those reports. All I know is that in the major SDA area where I live the many folks I have spoken to would beg to differ with that greatly.

Would you like to know how I spread the gospel? I counsel people almost on a daily basis to get in touch with the heart of Jesus--no SDA doctrine involved, just simple truth that reaches the heart. I'm not interested in bringing people to the SDA church, but rather to Jesus Christ--the mender of broken hearts.

Danny, whether you realize it or not, you do have pride. I'm not trying to judge you here--but am responding to your e-mail to me. I believe that 3ABN was started by the Lord and it has reached untold millions of people. Praise God for that! But, couldn't there be a time when God might withdraw His blessing because the leadership is in error? You don't believe in your heart that you are in the wrong--and I accept that. But that doesn't make you right either.

Please re-read the e-mail you sent me Danny. It's defensive and vindictive. Have I touched a nerve or spoken a truth here? You write from a very angry heart. It was not my intention to make you angry at all. We all make mistakes--we've all sinned. I'm no better than you and you're no better than me. But I honestly pray that if or when God does withdraw his presence from 3ABN that you will have already seen the need to step away and do the Lord's work with a truly humble heart.

You said that I want to take God's job away. Wow. I'm not trying to take GOD'S job away--because Danny you aren't God. I believe God will lead 3ABN to even greater heights--I was just asking you to allow Him to do that.

Your e-mail to me causes me not to believe in your cause even more so now. I know you don't care who or what I believe, so that's neither here nor there. God does know the truth and the truth always--always has a way of being made known. The truth will set you free too Danny--even if it's a struggle getting to that point.

God bless.

Danny wrote back:

QUOTE

The main reason I don't respect what you say is that I don't even know who you are. You won't even give your name.

The truth remains. You have made judgement calls about me and 3ABN that you have no way of knowing. You have been drawn in by rumors and distorted truths.

Yes, it's frustrating that so many Christians think they have a right to gossip regardless that the bible says gossiping is a sin.

It's also interesting that you feel you can write such judgement calls and say what you want without any real knowledge of the truth, but are yourself, so easily offended because what I wrote to was biblical about not judging and gossiping.

Anyway if you want to dialogue anymore then please provide your name or otherwise you can understand that I will just delete whatever comes from you.

Thanks, and God Bless!

Danny

ps. As far as the so called gag order, that was Lindas way to get nearly \$250,000. She wanted this contract and said that she promised not to tell anyone that 3ABN did anything wrong in letting me go. She knew the truth, but threatened to sue us anyway and told us the bad publicity would destroy 3ABN. Garwin McNeilus a wealthy SDA said he would put up the money so it wouldn't come from any donor money.

As you can see from the agreement. Linda broke it by putting it on the internet. We still pay her \$6,000 a month even though she has broken the contract many times. The decision was hers, drop this man or lose her ministry and marriage. She refused.

She tells everyone who will listen how wrong she has been treated. I have proof of what I say and my pastor and also my conference president and others and seen the evidence all agree 3ABN and myself had no other choice but to make the decision we did.



Well, there you have it... I hope these letters help in some way to vindiate Linda. I have written Linda many times to encourage her and let her know of my prayers. I believe that the truth will prevail and am praying for those at 3ABN who are in the midst of all of this--God knows the details--He knows the truth--He has the final word.

Posted by: Daryl Fawcett Sep 12 2006, 08:34 AM

Well, if Danny thinks Linda actually broke the contract, then why are they still paying her?

Posted by: September Sep 12 2006, 08:38 AM

QUOTE(Daryl Fawcett @ Sep 12 2006, 09:34 AM) [snapback]151453[/snapback]

Well, if Danny thinks Linda actually broke the contract, then why are they still paying her?

Must be that he's doing that out of the goodness of his heart 😊

NOT!

Seriously, I wondered that same thing...

Posted by: Lucyladye Sep 12 2006, 09:40 AM

After reading those emails...I must almost conclude that the very words he uses against Linda and those who are 'concerned' are the very words that could possibly be used to hang himself. He is so free to apply Bible quotes to others...yet somehow neglects to feel they apply to him as well. May God have

Public claims of illegal tax evasion

Public claims of illegal tax evasion - 08/18/08 03:53 PM

Posted by: [Stan Jensen](#)

As many may be aware, there have been some very **public** statements by a few people, and some website owners have allowed these slanderous statements on their websites, that **you committed fraud** against the US Government by **tax evasion**. If I recall correct, you were even called a Criminal.

There have been claims that the accounting department of 3ABN, lacked skills when they provide charitable receipts to donors, and several other fraudulent/illegal actives

Some people joyfully told how they had contacted the IRS, and the boasted how they IRS was doing, not an audit, but a criminal Investigation of 3ABN.

What did the IRS find on the 'criminal investigation'?

Were you personally audited as well?

What was the result of both of those?

Re: Public claims of illegal tax evasion - 09/06/08 12:59 AM

Posted by: [Danny Shelton](#)

Both 3ABN and me were investigated by the IRS. I now understand that the investigation took approx. 10-12 months.

Yes, there were numerous allegations by several people on different forums which call themselves SDA (that's another subject I won't go into today) of financial mis management of 3ABN and myself personally. They have accused me of personal inurement and on and on.

After nearly a year of investigation and over 100,000 pages of documents supplied to the IRS by 3ABN, outside auditors, my publishers, my personal accountants and auditors, dating back over the last six years, the case has now been closed with the IRS!

Not one infraction by 3ABN or me personally was named. The IRS has destroyed all the documents. I only know this as our attorneys received a call from the IRS agent involved wanting to know if we wanted all the documents back or if we wanted the IRS to destroy them. We asked them to destroy the records.

I want to add that we were not asked by the IRS to pay any remuneration whatsoever.

I'm told by my attorneys that the IRS agents involved were very professional, and very courteous. My attorney told me from the outset that he believed that we would come out clean in this investigation as he and his colleagues had unturned every stone looking for a troubled spot in our finances and couldn't find any. After he met the IRS agent he commented to me that he believed her to be a person of integrity simply looking for truth.

This outcome was a great victory for 3ABN as the little mostly SDA forum group led by at least two people that Stan alluded to, were constantly claiming and spreading the news that

they had proof of financial wrong doing by myself and 3ABN. I find it interesting that Sister White makes a statement that we have more to fear from within than from without!

Also interesting is the fact that even though, 3ABN has been cleared of wrong doing and the IRS has destroyed all of the 100,000 plus documents, this same little group still claims wrong financial doing by myself and 3ABN. What at first looked like a bad thing to be investigated by the IRS, now is clearly a real blessing! All of the accusers have been proven false accusers by the highest financial authority in the land!

When people have an agenda of pride, holding a grudge, selfishness, etc., they will never see the truth as it is blinded by their motives!

Thanks to all of you who pray and financially support 3ABN, we continue, by God's grace, to herald the 3 Angels messages to the world!

Ex. P

From: Douglas Batchelor
Sent: Monday, July 07, 2008 5:27 PM
To: Andrew Jones
Cc: 'Dennis Jones'
Subject: RE: 3ABN Cleared

Hi Andrew,

I spoke with Jim Gilley at the Amazing Facts office this week and he shared that the IRS has ended it's audit of both 3ABN and Danny Shelton's finances.

The federal auditors called 3ABN's lawyers and ask them what 3ABN wanted them to do with the thousands of pages of documents they had collected as they were closing the case! They said they could return the documents or destroy them.

THE VERDICT... Not one infraction, not one discrepancy, not one fine!

Evidently, all the nasty internet rumors 3ABN's enemies manufactured influenced the feds to investigate. They figured that where there was smoke there must be fire but they discovered it was all smoke.

People can be reassured that their donations to 3ABN have always been, and are still going into expanding God's kingdom. Karen and I never stopped supporting them.

Please feel free to share this with you friends and perhaps it will help to reestablish confidence in this great ministry and undo some of the damage caused by the smear campaign.

Regards,

Pastor Doug Batchelor

EX 491

Re: Pickle-Joy Subpoenas issued and issues concerning

by **Penny**

Posted: **Thu Sep 04, 2008 2:46 am UTC**

Flooding the courts with all these documents does what to enhance Pickle & Joy's case?

Is it possible that there is someone backing Pickle & Joy in these endeavors? Even though they are signing off on the documents as pro se - it seems to my very untrained eyes that this would likely be the work of more than just Pickle and Joy.

Re: Pickle-Joy Subpoenas issued and issues concerning

by **Breezy**

Posted: **Thu Sep 04, 2008 5:26 am UTC**

I agree Penny. Someone is not only financing this but someone is helping Joy and Pickle with their court documents.

Now who could that be? Who would have an invested interest in getting rid of 3abn TV? Maybe some rivals?

Re: Pickle-Joy Subpoenas issued and issues concerning

by **steffan**

Posted: **Fri Sep 19, 2008 7:09 pm UTC**



I have to rub my eyes in disbelief. Did the last (2) subpoenas (subpoenae) that were proposed by Joy and Pickle to be served on Delta Airlines and the USCIS ????. To verify whether trips were taken by Arild and Linda? I wonder what happens if the informtion is not to their liking? I wait with bated breath for the judge's decision.

Re: Pickle-Joy Subpoenas issued and issues concerning

by **Fran**

Posted: **Sat Sep 20, 2008 7:52 pm UTC**

Steffan;

Me too!

Subject: Re: 3ABN Lawsuit

From: "Walt Thompson"


Date: Sun, 8 Jul 2007 09:00:55 -0500


To:

Dear *****,

Certainly it is OK for you to write to you directly to me. We appreciate letters from our viewers and supporters sharing their questions and concerns.

please let me try to respond to your questions and concerns.

 Danny and Linda were divorced in June of '04. I first became aware of the trouble in March. I went at once to 3abn and spend several days each week there trying to save the ministry and the marriage. I will not go into details about that experience, but I may summarize it by noting that a number of us on various occasions pled with Linda to discontinue her relationship with the doctor, warning her that she would lose her home and the ministry if she did not. On my last face to face encounter with her, another board member that she had great respect for who was with me told her very forthrightly that if she did not give up the doctor, she would lose her marriage, and we would have no choice but to relieve her of her responsibilities with the ministry. She told us, as she had told others that she would never give him up. I had spoken with the doctor by phone, as had others, pleading with him to stop the relationship so as to save her home and ministry, and he told me he would not. Though not wishing to lose Linda, either as a partner in marriage or in ministry, Danny was offered no other choice when she refused to come back and be loyal to him. A legal divorce was obtained by mail from Guam signed by him at her request. For months, he continued to "court" her in his attempt to win her back, but finally gave up about October.

 Nearly two years after the divorce, in March of 06, Danny decided to get married again. Before that occurred, our board met together by phone conference and again reviewed the evidence regarding his legal and moral rights to do so. Our conclusion was that he met the requirements for remarriage, from a legal, biblical, and church manual viewpoint. While we might have wished he had waited longer, we did not believe it our place to say he must wait.

A few months after that, I was told of a man who claimed to be an investigator who had been checking things at 3abn and claimed to have discovered a number of serious irregularities at 3abn, one of which was the "adulterous" marriage of Danny to his new wife. I was told that he planned to take his findings and publish them far and wide in e mails and on the Internet, by letter, etc. I phoned him and spoke with him for more than an hour, attempting to respond to his concerns. I made no progress, him being convinced that Linda was innocent, and that Danny was guilty, and the ministry must be cleaned up. Not long after that, another man began to e mail me regarding stories he had heard about Danny's brother. He was convinced that Danny's brother was guilty, that we knew about it, and that we had ignored the problems.

It was not long before the chat rooms on the Internet were flooded with allegations of wrong doing at 3abn. Not only have those allegations been false, but many of our private e mails (like this one) were taken, edited, altered, denied, and in other ways made to appear other than we intended, and then posted on the Internet forums as truth. In addition, letters were sent to church leaders around the world also discrediting 3abn and its people. Eventually, these erroneous and sometimes vicious false allegations have reached around the world through gossip, etc. and have since had a major negative impact on our ability to accomplish the purpose for which 3abn was raised up by God. Since 3abn is a supporting ministry rather than a Church entity, the SDA Church has no jurisdiction over it, and could not therefore become involved in helping to clarify the issues. We requested ASI, a lay organization to which 3abn belongs to investigate Danny's divorce and remarriage for legitimacy. They agreed to do so, but were unable to accomplish their work because Linda and those supporting her were unwilling to work according to the procedure ASI attempted to establish. Given this dilemma, what other options are available for the truth to be discovered? Certainly, if these people were able to derail ASI, what other body one might establish could hope to do better, we reasoned. Since we were determined to be guilty of the accusations, and were condemned on the Internet forums and other places, we had no option but to seek help from the civil courts to determine the truth of the alleged matters.

Having said this, we at 3abn are innocent of the allegations that have seriously hurt the effectiveness of the ministry. Throughout the 20+ years of this ministry, we have attempted to do things right, and to be open and transparent. We believe we have nothing to hide. Yes, we are all human, and subject to human inclinations, but know we are guilty of nothing either illegal or immoral. Since our assertions that we had done no wrong were not being heard, we had only two choices, i.e., to sit back and do nothing, trusting this was the will of God, or to stand up and fight for His cause. This was a difficult decision, for we are all aware of the admonitions against law suits given to us by Ellen White, and as found in the Bible. Therefore, it was not without much sincere prayer for wisdom and guidance that our board voted to seek the only available means to have the truth exposed. After all, God has always promised to fight the battles of those who trusted Him, but it interesting that He also usually required His servants to join Him in battle. (Example: Gideon) Ellen white makes some very interesting observations in the Acts of the Apostles when describing the situation Paul was in before appealing to Ceasar. She notes how Elijah had to seek safety from his own people by going to live with the woman of Zeraph, how Joseph found safety in Egypt, how it was God's own people that killed the prophets, etc., and then tells how Paul had to seek safety from Rome - following these observations with the warning that we too, if faithful, would be similarly attacked by our fellow Christians. I will include this passage in this e mail. It is also interesting to me that Peter (1 Peter 4:17) noted that Judgment must begin at the house of God. Ellen White makes note of Peter's statement when describing the final days of judgment. In other words, before this people can face the world in judgment, our own house must be cleaned up, if I understand this correctly. We are warned of a mighty shaking in the Church. What our opposition is doing is wrong, no matter how one looks at it. Even if all of the things they claim about 3abn were true (which they are not), it is not right to accuse it and condemn it before the world. This is just not the way our God does his work. Zechariah 3 describes very well who the accuser is and how he works.



We have nothing to hide. We want truth to be known. The law suit does nothing to hide truth. The "impoundment" is not about hiding anything. It is only about restricting the publishing of legal communications before the court has had opportunity to do its work. By requesting the court to restrict certain things, our intent was to prevent what happened with ASI that made it impossible for them to do the work they agreed to do. This is NOT about hiding truth, and ALL about exposing it as rendered under oath.

You will undoubtedly recall that it was Paul's fellow Christians that advised him and got him in trouble with the authorities in Jerusalem (Acts 21: beginning with verse 17). I quote from Acts of the Apostles. "When Festus was come into the province, after three days he ascended from Caesarea to Jerusalem. Then the high priest and the chief of the Jews informed him against Paul, and besought him, and desired favor against him, that he would send for him to Jerusalem." In making this request they purposed to waylay Paul along the road to Jerusalem and murder him. But Festus had a high sense of the responsibility of his position, and courteously declined to send for Paul. "It is not the manner of the Romans," he declared, "to deliver any man to die, before that he which is accused have the accusers face to face, and have license to answer for himself concerning the crime laid against him." He stated that "he himself would depart shortly" for Caesarea. "Let them there . . . which among you are able, go down with me, and accuse this man, if there be any wickedness in him."

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{AA 428.1}

This was not what the Jews wanted. They had not forgotten their former defeat at Caesarea. In contrast with the calm bearing and forcible arguments of the apostle, their own malignant spirit and baseless accusations would appear in the worst possible light. Again they urged that Paul be brought to Jerusalem for trial, but Festus held firmly to his purpose of giving Paul a fair trial at Caesarea. God in His providence controlled the decision of Festus, that the life of the apostle might be lengthened. {AA 429.1}

Their purposes defeated, the Jewish leaders at once prepared to witness against Paul at the court of the procurator. Upon returning to Caesarea, after a few days' sojourn at Jerusalem, Festus "the next day sitting on the judgment seat commanded Paul to be brought." "The Jews which came down from Jerusalem stood round about, and laid many and grievous complaints against Paul, which they could not prove." Being on this occasion without a lawyer, the Jews preferred their charges themselves. As the trial proceeded, the accused with calmness and candor clearly showed the falsity of their statements. {AA 429.2}


Festus discerned that the question in dispute related wholly to Jewish doctrines, and that, rightly understood, there was nothing in the charges against Paul, could they be proved, that would render him subject to sentence of death, or even to imprisonment. Yet he saw clearly the storm of rage that would be created if Paul were not condemned or delivered into their hands. And so, "willing to do the Jews a pleasure," Festus turned to Paul, and asked if he

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Subject: Re: 3ABN Crisis
From: "Walt Thompson"
Date: Mon, 16 Jul 2007 21:40:10 -0500
To:

Dear *****,

Yes, you will hear from us. We appreciate the comments and questions of our viewers and supporters. As far as we are concerned, there are no nobodies.

 Please permit me to answer your questions briefly. If after reading my response you have further specific questions, please write back. 3ABN is not guilty of the accusations leveled against it. We have done NOTHING illegal or immoral. This ministry is committed fully to the proclamation of the 3 Angels messages to the world. Danny's divorce was done legally and with appropriate moral grounds (contrary to rumor and denials). We have extensive evidence to defend this statement, both of trustworthy witnesses and hard evidence.

3ABN is a tax exempt 501c3 corporation. All of its board are Adventists in good standing in the church. Likewise nearly all of the leadership of the ministry are Adventist as are most employees and volunteers. Our teachings are true to the founding doctrines of the church, including the judgment hour message. We have never been faulted for erroneous teaching. In fact, all of our preachers and teachers are Adventist members. Wording in the law suit correctly indicated that 3abn is a non-denominational ministry in that it is not owned or operated by the organized church and is not funded by the organized church. More importantly, it indicates that the organized church is not responsible for our actions. In other words, the Church is in no way responsible for the suit. Nor is 3abn a church denomination as such.

 The law suit has only one purpose, i.e., to expose the truth at a time when false accusations are spreading around the world against 3abn in ways that are seriously affecting our ability to fulfill the mission we have been called to do. This is not about revenge, or anything other than an attempt to expose truth so that people like yourself can be assured regarding where you invest your heart and your means.

May God bless you and keep you. Please write if you have further questions.


Sincerely in Jesus' precious name,

Walter Thompson MD
Chairman, 3abn board

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

From:
To: walttmd@wi.rr.com
Sent: Monday, July 16, 2007 11:30 AM
Subject: 3ABN Crisis

I understand you are the 3ABN Chairman. I come directly to you to let you know I am a unsatisfied 3ABN supporter. I heard about your lawsuit against some Adventist men. What is going on with you and your board that you resort to this action?

 I never liked it when Mr. Shelton divorced his nice wife and then remarried while she is still single. He tried to say she was unfaithful but if you ask me he could not remarry according to the Bible and the church. It looks lie he is the one who committed

From: Walt Thompson
Sent: 8. mars 2005 03:51
To: Johann Thorvaldsson
Subject: Re: Rumors

Thanks Johann

Walt
Walter Thompson MD

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

From: [Johann Thorvaldsson](#)
To: [Walt Thompson](#)
Sent: Monday, March 07, 2005 5:21 PM
Subject: RE: Rumors

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

From: Walt Thompson
Sent: 7. marts 2005 15:36
To: Johann Thorvaldsson
Subject: Re: Rumors

Good morning Johann,

Thank you for your phone call and e mail. Please know that you and your dear wife are in my daily prayers - as is Linda. It is not for anger or retribution that I have taken the actions that I have taken.

[\[Johann Thorvaldsson\]](#) Thanks for writing, Walt. For heaven's sake, why does a Christian gentleman act the way you have if it is not for anger or retribution?

Everything I have done has been done honestly,

[\[Johann Thorvaldsson\]](#) Perhaps you did, but why not have your honesty adjusted with the religion we were taught at old EMC? I must search deep and wide for the smallest grain of honesty in your actions in this case, Walt. Your integrity is not impressing denomination leaders in this part of the world. One of the Union presidents told me today that they have decided to reject any cooperation with 3ABN, in spite of Claus's claims and Danny Shelton's offer of financial aid to the European 3ABN. Honesty does not seem to be a 3ABN trademark.

prayerfully, and with the only wisdom that I have.

[\[Johann Thorvaldsson\]](#) I can see that! May the Lord have mercy! Danny has now sent me all those arguments you refused to give me on the phone - those "proofs" with which he thinks he is going to crush Linda. If those are all the arguments with which you have made your decisions, they are a very thin dish of soup. I guess you were never aware of this. A surgeon, a pastor, and a lawyer should have more sense than a fifth grader with a calendar and a list of events, but that is all it takes to see how ridiculous your arguments are. Since you lack the wisdom to see this, I hope the Lord will eventually forgive you, after you have come to your senses, and made restitution for the evil you have done.

If I have failed anywhere along the way I am truly sorry, because it has not been my intent to hurt any.

[Johann Thorvaldsson] Why do you then? My phone conversation with you gave me a picture of how you treated Linda, it you talked to her in the same condescending drone as you talked to me, I can well understand where your honesty failed and you need more prayer. Why do I say "condescending drone?" Because in your whole way of talking you clearly assumed Linda's guilt - based on those ridiculous assumptions. It was the same drone I heard from John Lomacang and Nick Miller at that meeting we had.

In all of your actions you made the most ridiculous demands of Linda, regardless of how you interpret it. Since you managed medical school you should have sense enough to see this, Walt. With a man of your education there is no excuse, neither is there for the pastor nor the lawyer. Can't you fathom it?

Linda was cut off from access to any of her friends. Brenda had lied on her. Danny cut off every avenue she had to friends. You kept droning on her that she had better admit the sins she had never committed. Be honest, Walt, even though you claim you never accused her of adultery, that was what Danny was continually accusing her of, as attested by the email I received from him. How could she at this stage perceive that your accusations did not include what Danny said?

Again, you kept droning on her that she must seek counsel. Counsel for what? Danny made it clear in his email that the only counsel she needed was to be told and admit that she was a great whore. This can all be verified, so this is not based on rumors.

In this situation Linda saw there was only one person who could verify her innocence. But you kept condescending the drone that she must not talk to the only person in this world who knew exactly what had happened.

Is it possible for a person to show more disdain for another human being than what you displayed through this whole process? Is it strange that Linda now seeks restitution through a court for the lack of understanding that was never displayed by her fellow believers?

Feeling sorry for your action is good, but is it sufficient? What have you done to Linda through these actions?

I am all for justice and mercy in this case and that all be done to the glory of God.

[Johann Thorvaldsson] Actions are worth more than words in this case. How can you honor God by bringing such disgrace on 3ABN?

I have not acted on theory nor heresay, but only upon the convincing evidence that I have had, much of it personal experience.

[Johann Thorvaldsson] Your words alone are not very convincing.

I have been very close to 3ABN through the years and especially so during this past year. I am pretty much aware to what is truth and what is not. And yes, there are many things that I am not aware of, but I have not based any of my decisions on those things.

[Johann Thorvaldsson] Could there be too many things you are not aware of for you to make an

honest decision? Any decent honest leader has to see a matter from all sides. This is what you have stubbornly refused to do, as far as I can see. You depended way too much on internal evidence, and on counsel from those who were being inundated with false proofs of Linda's guilt. This can never be tolerated in a Christian society, the way I was brought up, including EMC.

So far as accusing Linda of adultery, I will say here again in writing that I have never accused Linda of adultery. I do not know whether or not that has taken place, and it is has never been a factor in my decisions or recommendations. Linda was given opportunity over and over again to break off a relationship that was destroying the ministry, and to remain with 3abn. She was furthermore told by myself and others where her decisions were leading, yet she refused to listen to our advice.

[Johann Thorvaldsson] Inhuman advice in this situation. Why can't you see it, Walt?

Only when it became evident that the ministry was at stake did we take the issue to the board for definitive action.

[Johann Thorvaldsson] Yes. all because of Danny Shelton's stubbornness, and not based on common sense wisdom - because you made it impossible to let the board listen to our testimony.

The letter that you refer to that I wrote to the 3ABN family does not accuse Linda of adultery. If any have interpreted it to say that, perhaps you may accept a bit of the credit for reading that element into it. But that idea was not written into the letter, nor was it intended to be implied. In fact, the specific effort was made to avoid making such an insinuation since frankly, I have never had the kind of evidence needed whereby to make such an accusation.

[Johann Thorvaldsson] From the wording it was sorely difficult to discern your intentions. Even if you claim you can legally hide yourself behind the jargon used. And how about what you sent to Adventist Today? You will find my response to that on Club Adventist. Thus far I have only received appreciation for the clarification I gave to your thwarted statement, again based on your application of false facts, because there were several aspects you refused to consider. The Lord says, "Come, let us reason together." How can you reason when only applying evidence from one side? How Unchristian!

I hope this will be helpful to you.

[Johann Thorvaldsson] Yes, it really has - to show me how inhuman you have treated Linda. It gives me a deeper conviction that my work is barely started yet. It is so difficult to get through your ingrained bias.

Please give Irmgard my best regards.

Sincerely in the blessed name of Jesus,

Walt T
Walter Thompson MD

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

From: [Johann Thorvaldsson](#)

To: [Walt Thompson](#)

Sent: Sunday, March 06, 2005 11:32 PM

Subject: Rumors

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

Subject: [SPAM] WALT THOMPSON MD- 2

From:

Date: Sun, March 19, 2006 6:30 pm

To: <linda@...>

Dear brother and sister *****,

Thanks for trying to understand.

I have known Danny and Linda about 20 years, and have been pretty well attuned to their relationship through the years. I will not presume to speculate what led to the relationship with the doctor and Linda. I am only certain that Danny was a good husband to Linda. When he found out she was in love with someone else, of course, he was upset - I think understandably so. They counseled with a number of people, including a non-Adventist Christian couple out of state for an 8 hour session. They recognized the problem at once and clearly told Linda what she must do. We offered Linda opportunity to spend time away for counseling. She refused it. We tried over and over to get her to give this man up. She refused. I spoke with him, and was told that he had made a commitment to be there whenever she needed him and had no intention of listening to my request to drop the affair.

As for Guam. Linda at one point was planning to go to Las Vegas to live long enough to obtain residency, and then get a divorce from there. That fell through. Meanwhile, Danny was responsible for credit cards and bills that Linda was charging. There was no legal means to stop that so long as they were married. Danny did not initiate the divorce, but when he saw there was no hope of reconciliation, he went along with it. He would have taken her back at any time, even after the divorce had she been willing to renounce her "friend." She always told him she would only come back if she could keep her friend. Meanwhile, the ministry was hurting because Danny was under constant pressure. The reason for Guam was that they both wanted quick resolution and Guam offered that without a lot of legal hassal.

I hope this answers your questions a bit. But, yes, it is sad. Thanks for listening.

Sincerely in Jesus' name,

Walter Thompson MD

Printable Version of Topic

[Click here to view this topic in its original format](#)

BlackSDA _ 3ABN _ Latest On 3abn - Round 3

Posted by: calvin Aug 16 2004, 11:30 PM

Dear Calvin, I have become aware that your site published Johann Thorvaldsson's article about "The Story of Linda Shelton." Since I am mentioned in that article, I thought you might be interested in publishing a response to correct the misinformation given about my involvement. If you need to call me, my # is xxx-xxx-xxxx. Thank you. Kay Kuzma

Here is my statement:

To those who may question my involvement with 3ABN and the circumstances which led up to Linda Shelton leaving 3ABN:

Yes, I was involved in what happened at 3ABN concerning Linda however the internet article in which you read about my involvement titled "The Story of Linda Shelton" by Johann Thorvaldsson, is saturated with the writer's biased personal perceptions and has very little to do with what actually happened. I was there – I know. Rather than address each falsehood, which would be too time consuming, I will simply address the three major errors concerning me:

Here is what was printed about me: "Long before Linda's dismissal, Dr. Kay Kuzma was assigned to help Linda manage after being fired. She was also supposed to interview staff members to find a good reason to fire her, so one wonders what really is behind this upheaval?"

Here is what actually happened:

1) I was not brought in early – in fact, I was brought in during the last six weeks after Danny and Linda had been in months of counseling with professionals – with Linda still refusing to follow what the counselors suggested, i.e., unanimously the counselors told her that she would have to give up her relationship with the doctor in Norway who she was spending up to six hours each day talking with.

2) I was not brought in to help Linda "manage" after she was fired – she was never fired. The committee I was on (and later the Board) repeatedly gave her opportunity to talk with them trying to bring resolution and restoration to both her ministry at 3ABN and her marriage. She refused at every point. There was never discussion concerning "firing" Linda when I became involved – only a discussion on how to help her. There was such a concern for Linda's reputation that the entire Board was not initially notified about the situation until it became an absolute necessity to do so. I was on a small committee of two Board members, the 3ABN attorney, and myself. The small committee's discussion centered on how to save Linda for ministry. Linda talked to me one time and refused any further contact I tried to make with her.

3) I was NOT asked by 3ABN to interview staff concerning Linda. Linda, herself, asked me to talk with the staff. She even gave me the specific names of the people she wanted me to talk with. The results from the interviews with the employees Linda suggested weren't flattering to her. When I tried to get back with her, she refused to answer my calls.

The overwhelming error in Mr. Thorvaldsson's account of the events surrounding Linda Shelton's departure from 3ABN gives witness to the fact that his observation was from many thousands of miles away and only receiving his information from the two involved in the duplicity. Hopefully it has become apparent to you, as I pointed out the error contained in these three lines alone, that this entire article is full of misinformation. If you would like specific answers to any other point, I'll be happy to share. God

is good and truth will prevail even though there are those who are trying to stir up controversy.

I believe the most important thing to understand is that eventually the fruit of a person's decisions will become evident. Although I will not comment further about what happened to lead up to Linda's departure from 3ABN, we know that the other man had been to the States and spent time with Linda before she left Danny, and that immediately after she left Danny, the other man was with Linda. A few weeks later they spent time traveling together through Europe.

Please remember, 3ABN is not Danny or Linda's ministry – it is God's, and every day we all see incredible miracles as God is moving His ministry forward. It's been a very difficult time – as we all love Linda and recognize how much God used her in her role as co-host with Danny. God truly gifted her with the ability to write beautiful songs that have been a tremendous blessing to thousands.

Thanks for remembering 3ABN in your prayers – and thanks for not sharing Mr. Thorvaldsson's article with anyone else – since I know you don't want to be a part of spreading misinformation.

Sincerely,

Kay Kuzma

Posted by: tarduke Aug 17 2004, 12:54 AM

QUOTE(calvin @ Aug 16 2004, 10:30 PM)

Here is what actually happened:

...Linda still refusing to follow what the counselors suggested, i.e., unanimously the counselors told her that she would have to give up her relationship with the doctor in Norway who she was spending up to six hours each day talking with.

... She refused at every point. ...Linda talked to me one time and refused any further contact I tried to make with her.

... The results from the interviews with the employees Linda suggested weren't flattering to her. When I tried to get back with her, she refused to answer my calls.

... If you would like specific answers to any other point, I'll be happy to share. ...

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Kay Kuzma

Thanks Calvin. Well, as they say, the plot thickens.

I had a lot of respect for Kay Kuzma but this is just not right. If she wants to respond to Johann Thorvaldsson's "falsehoods" why not do that instead of dragging Linda down further. Did she really need to give that much about another female?

What's with giving enough information to damage the other side, offering to give more, then vowing not to "comment further"?

These skills are doing a disservice to both Danny and Linda. I just cannot believe these people, especially a counselling professional like Kay Kuzma could have Danny and Linda's best interest at heart, so I have to conclude they are all looking out for themselves and what they must be getting from all this. How could you believe in Christian reconciliation and be involved in spreading all the details of these people's problems,

[Johann](#)

(600+ Member)

**Re: Kay Kuzma Response to the Linda Shelton Story**

12/06/06 11:05 AM

Quote:

...

-----beginning of quote-----

Dear Calvin,

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"Long before Linda's dismissal, Dr. Kay Kuzma was assigned to help Linda manage after being fired. She was also supposed to interview staff members to find a good reason to fire her, so one wonders what really is behind this upheaval?"

Here is what actually happened:

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Quote:

The overwhelming error in Mr. Thorvaldsson's account of the events surrounding Linda Shelton's departure from 3ABN gives witness to the fact that his observation was from many thousands of miles away and only receiving his information from the two involved in the duplicity. Hopefully it has become apparent to you, as I pointed out the error contained in these three lines alone, that this entire article is full of misinformation. If you would like specific answers to any other point, I'll be happy to share. God is good and truth will prevail even though there are those who are trying to stir up controversy.

Was I thousands of miles away? How did I manage to sit face to face with Kay Kuzma while she interviewed me? How was Irmgard and I able to visit her sick husband at the hospital where we met both of them? Kay had been sitting in another room working on the manuscript of her recent book on the miracles at 3ABN?

This whole thing began in our kitchen at 3ABN - and not thousands of miles away!!! On the other hand Irmgard and I were thousand of miles away in Norway, spending every day together with Dr. Arild Abrahamsen at precisely the time when Danny insisted on him being in Florida together with Linda. 3ABN still insist on them having been together and this was the basis of Danny's demand for a divorce.

Yes, I was also thousands of miles away when I made a phone call to a certain Dr. Kay Kuzma and we talked for 45 minutes on the phone. It was from that phone conversation I got some of the information I gave. She must have been told at a later date - possibly by a lawyer - that I could not prove she said it, because the information was merely given verbally on the phone.

Quote:

I believe the most important thing to understand is that eventually the fruit of a person's decisions will become evident. Although I will not comment further about what happened to lead up to Linda's departure from 3ABN, we know that the other man had been to the States and spent time with Linda before she left Danny, and that immediately after she left Danny, the other man was with Linda. A few weeks later they spent time traveling together through Europe.

I can assure you that what Kay Kuzma here states is not the truth. I know because Irmgard was in intensive care of this doctor during that time, and it would have been completely impossible for him to have been in the United States to spend time with Linda at the same time. It merely shows that certain people believed every fiction pronounced by Danny Shelton to make it possible for him to marry the young woman who had been chasing him for more than ten years, as Danny claims himself.

From: "Danny Shelton"

Date: Fri, 19 Mar 2004 14:07:23 -0600

To: "Arild Abrahamsen"

My wife confessed to me that you and her planned a secret trip to Florida to stay with you in your condo. She said that she couldn't tell me because she knew I would be furious. So much for good intentions!

She first told me that just her and her friend were going for relaxation.

Then she later slipped and mentioned you being in Florida at the same time.

Then when I asked her why. She said that you had a Doctors convention of some kind you had to attend and agreed to see her son there.

Last night she confessed that there was no Doctors convention and her son was not invited. I was just you and her friend staying at your condo and vacationing together.

Does this still seem like you intentions are pure.

Do you fly to Florida and invite all of these other women that you say you talk to quite often who are patients, to your private condo to live together?

I think we both know the answer.

Both your intentions were of Satan. God would not have had you invite another man's wife to stay with you in your private condo. You need to admit that the devil has deceived you.

Ex. J

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

From: Susan Milliken
To: Danny Shelton
Cc: upbound@...
Sent: Sunday, August 08, 2004 10:39 AM
Subject: RE:

Danny, this is so very sad. Linda really had it all; a loving husband who is even now, still willing to do anything for her. One with whom she was in God's precious ministry together. She was part of so many miracles. She had a beautiful home built just for her, and many, many Christian friends around the world who loved her. Her songs of praise still echo around the world. God was willing to bless her with that music. I cannot even fathom how Linda could be so double minded, how in her right mind she could justify any of her behavior. She has carried on such a lie and facade. Satan is the great deceiver, the father of lies. How could Linda place herself so completely on his ground, making it impossible for God to halt the complete demise of her ministry and marriage. And she is throwing it all away for a fleeting moment of prideful vanity and sinful fulfillment. She cannot know how she is repeating the prideful and selfish sins that lost Satan his heavenly home.

I will share this with Judy and we will have intense special prayer for you and Linda today. God could break this horrible spell Linda is under, but the harsh reality is, she has to be willing to really come to the "Cross of Calvary" and give her heart completely back to God, and she has to ask it for herself. "Go and sin no more" is the answer Jesus gives us, while He does not condemn us, we must give up the sin that separates us from Him or He can do nothing. Linda has to be very emotionally ill to play such dual personalities, thinking she can go on with this game of hide and seek, playing you against the Dr. Pretty soon her spiritual and marital bank account will be bankrupt, if it isn't already. If there are continually more withdrawals than there are deposits, the accounts will ultimately have to be closed.

Linda, this is an eternal game you are playing. Where was your heart when you prayed daily with us on the front porch of 3ABN with Shelly at your feet? "There is wisdom in a multitude of counselors." Dear Lord, please bring Linda back from the Land of the Enemy.

In Christ's love,
Susan

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

From: Danny Shelton
Sent: Sunday, August 08, 2004 10:25 AM
To: Susan Milliken
Subject: Fw:

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

From: Danny Shelton
To: Johann Thorvaldsson

Sent: Sunday, August 08, 2004 9:20 AM

Johann, it's amazing that you and your daughter and Linda's boyfriend the Dr., all try to convince her I'm crazy because I seem to talk out of two sides of my mouth when referring to her sinful relationship with this Dr.

On the one hand I tell her how much I love her and on the other hand I chide her for being unfaithful and yes sometimes even bring to her attention to the fact of how she promised to stop all contact with this man yet secretly bought a new cell phone and prepaid phone cards to continue this relationship against her word that it was over between them. I let her know that I'm not as big a fool as she thought me to be and tell her that back in May I heard she and the Dr. planning this vacation that she took with him in Scandinavia, as well as plan a trip to Florida and Las Vegas and New York.



You all don't seem to understand the principle of honesty and being up front about how one feels about any given subject.

Just because I continue to tell Linda that I love her more than anything in the world and yet not take up for her when she, being a vice president of 3ABN continues to have conversations, hour after hour, with another man other than her husband, does not mean that I am crazy.

I would love to see how you and your daughter or daughter in law, or whoever this woman is that Linda says is saying that I'm crazy enough to possibly kill her, and Linda's boyfriend, Dr. Abrahamson, would view Jesus after reading some of His statements in the bible. Would they think He is crazy too?

How do you explain that Jesus on one hand says that he loves his children so much that He gave His life for them and then turn around and call His children, like the scribes and Pharisees, Hypocrites, and vipers and at times seem to go "off" on them chiding them publicly? Would they view Him as phycotic, or a manic depressive, or some other term? Jesus was not afraid to stand up against sin even at the risk of offending the sinner. This sin in 3ABN's camp had to stop or so would God's blessing have stopped had I condoned it. I could not do that!

Of course I in no way claim to be perfect like Jesus, but the principle of truth and honesty still rule the universe today. What you all and Linda don't accept about me is that I had to finally make a choice between right and wrong. Would I allow this continued sin in the camp, or after bringing in a number of Christian counselors, would I take their advice, and choose to follow Jesus rather than compromise this ministry for the sake of one person. Yes, it's the hardest decision that I've ever had to make in my life, but it was the only decision, that I knew God would accept.

Linda and I could not appear to the world as a perfect example of a Christian married couple and family when she had given her heart to another man and he had become ruler of our home. This is not biblical. I still didn't make that decision on my own, that's why I brought in people like Pastor John Lomacang, and our Chairman, Dr. Walt Thompson. That's why I willingly flew to Wichata Kan. to spend an entire day with Nazerine Christian counselors at Linda's request, because I wanted to find truth. All of the above people told Linda that her relationship with this man was wrong and it would have to stop or it would cost her her marriage and ministry. They all told her that spiritual adultery virtually always turns into physical adultery. They told her that eventually these "innocent" conversations with this other man would end up in meeting together physically. Because before very long these long conversations would not be enough to fill her emotional needs. The next step would be to meet together which virtually always takes this problem from spiritual adultery to physical.

How right they were, as soon plans of secret meetings behind my back began to come to my attention. Some of them I was able to intervene but others I could not stop. As you know she just spent nearly 3 weeks in Norway with this man because she cannot keep herself away from him. Only two weeks before this vacation he came to America and they spent a 4 day vacation together in Springfield Il. Only and month or so before that they met again.



Our divorce was 3 days old when they went on vacation together and Linda confessed to me that their

relationship had changed from one of REAL GOOD FRIENDS, to, in her words, "Well, If he wants to kiss me now I wouldn't be against that....".

Even tho our marriage seems over, neither Linda nor I should be involved with anyone of the opposite sex for a long time to give God a chance to do a miracle in both our lives to restore this marriage that He brought together.

The devil is having a heyday with her emotions and Johann you condone and support her in this relationship. I believe you will ultimately have to take some responsibility for this wrong that she is committing with this other man.

Linda and I owe it to each other to give God time to work out a miracle without either side of friends and family discouraging us by saying that the other person is crazy or brainwashed or whatever.

Johann, you surely realize that everything you accuse me of, that you yourself have been accused of by professional people that I know.

Your persistance in continuing to trash me to the world, your physically grabbing me and shaking me at campmeeting in front of at least 2 or 3 witnesses all point to someone with great emotional problems.

I believe that if everyone, including the Dr, who has been told a number of times by a number of people, to stop these four hour conversations at a time with Linda, would butt out, she and I would be able to get our marriage back together. Can I prove he talked to her as long as four hours at a time even as far back as Feb and March. I sure can. I still have the phone cards to prove it. These conversations were not about Nathan they were about Him and her!

Anyway, I'm happy to take a phyciatric exam at the same time you and Aril Abrahamson and Linda all take one. Maybe we'll find out who's really crazy!

Still your friend tho I don't agree with you

Danny

ps. Please forward this email to all the people you normally send them too. I have found out that you only pick and choose what emails to forward trying to make me look bad in the eyes of the reader.

Subject: Fw: copies to several others
From: "Danny Shelton"
Date: Sat, 14 Aug 2004 06:40:01 -0500
To: aaedta@...

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

From: Danny Shelton
To: Johann Thorvaldsson
Sent: Saturday, August 14, 2004 6:37 AM
Subject: copies to several others

Johann,,

The Lord can't be pleased with you as you continue to try to put enmity between Linda and me. Yesterday she called me and asked me If I would move a truck load of boxes back to my house for a while as she has to move them from the shed next to her house.

The trailer next door is being sold and so is the storage shed.

I told her that I would be willing to help her but according to Walt Thompson, you called him right after Linda left Norway and said that she was afraid for her life and that I might do physical harm to you. Walt said that you told him she had cried for hours because she was afraid of what I might do to her when she came back to Southern Illinois. Johann, How ludicrous as I'm the very one she called to meet her at St. Louis airport to help her park and carry her luggage and check her in so she could go to Norway to be with her boyfriend to so they could travel for a few weeks together.

When I asked her if she was afraid to come home because she thought I might do her physical harm, She said that I should know by now that you are very protective of her and you over re act. She said she wasn't afraid that I would hurt her physically, but that you and the Dr. and the Dr.'s daughter, whoever she might be, all told her that I might "snap" and hurt her physically.

I told her that If I was going to do that I would have done it WHILE WE WERE MARRIED. I told her it's her business what she does now and where she goes. It doesn't make me upset now that we're not married anymore. My proof is in the fact that I helped her go see her boyfriend on her long vacation with him. So that advice you gave her is ludicrous. She knows it is too, but she doesn't want to upset the apple cart because you guys have bought into all her stories about poor Linda.

If she believed you, she wouldn't have asked me to come to her house and help her yesterday.

Because of you guys wanting her to cry abuse, so as to justify her sinful relationship with this Dr., I don't want to be by myself with her. So, I agreed to go move all her boxes one more time. But this time I took someone with me so I would have a witness along just in case she was tempted to try to solicit sympathy again about the way I treat her.

I still love her and want to help her when I can. She needs help. All the Dr. wants to do is talk pretty to her and take her on vacations to get her alone. Where is he when she really needs a man to help her? Talking on the phone for hundreds of hours and traveling on vacations together even while we were married, is easy for him to do, but she needs a real man who can help her with the real issues of life right now. Where is this knight in shining armor when all the work that I have done for her around her place since we've been divorced, needed to be done? He didn't build the fence, build two porches, move the piano, the Jacuzzi, buy her all her furniture and a new \$1,000 plasma TV, move her over 2,000 dresses and pant suits and other items of clothing, he didn't hang all the pictures in her house, pay for all the lumber and electrical work being done there, build her new closets in her house, or new oak shelves for her living room ect, ect. Johann she needs someone to he

lp her as she has never done anything like this for herself in the last 22 years. Then because the Dr. does not want to make any commitments to her where he is actually there taking care of her needs, you guys make her feel guilty for having me stand in the gap for her. It's one thing to steal another man's wife from him, but at least old Arild, should either be her knight or let her go. He has been warned by a number of us since the first of March that he was ruining her life by continuing to go after her, but his selfish desires for her, wouldn't allow him to stop.

When he was here at campmeeting and met with a lawyer about suing me, I almost wished he had, as I have gathered enough info on him to have his license revoked as a professional Dr. and Counselor. I have proof of him treating people here. Both you and Linda told me that's what he did in the hotel room in Springfield and then Linda showed me medicine that he prescribed for her vaginal infection there also. I have professional people like Mark Finley who will testify that this man is guilty of Alienation of affections from her husband. Pastor Lomacang would also testify to that as well as Dr. Walt Thompson. All the vacations he planned with her behind my back, like asking her in early Feb of 2004 to vacation with him in his private condo, without telling her husband about it. Linda has said, and would have to say under oath, that he told her not to tell me about him inviting her to stay with him in his private condo, because he knew I wouldn't understand their relationship together, and would bulk at it. Later Linda says when she called him up to take him up on his offer, he said he hadn't remembered asking her a few days before, but yes it sounded like a good idea as long as she was the one who suggested it. Johann, Linda says their relationship was strictly professional way back in early Feb. If so, I wonder if this marriage counselor, could testify that this is what he learned in "school", That you invite a married woman, you hardly know to stay with you in your private condo? Come on Johann, open your eyes. He has fooled you all along.

Remember the email that you sent me and others trying to protect and excuse why she went to Norway? I'm sure you remember writing me and saying why shouldn't Linda go get treatment from the Dr. in Norway after all the abuse she has suffered at my hands. Don't you remember saying how stressed out she was and needed medical treatment?

Johann, the trouble with liars is that sooner or later they always get caught because they can't remember what they've said. For example, when two people are trying to cover for each other and they talk separately, they always get their stories crossed because they focus on what they are trying to cover up rather than just telling the truth. Therefore their stories always contradict each other.

I won't go so far as to call you a liar, but I do know you have tried to cover up the sins of this relationship for a long time.

This time it was Linda who contradicted you. She told me she hardly spent any time in Norway and that she didn't go there for treatment. She said that she only landed in Oslo for a day or so, then traveled for the most of the next two weeks with the Dr. and then only came back to Norway in time to visit you and Irmgard at your place for a couple of days before she returned. Bingo! Once again your stories contradict each other. You may have forgotten or don't believe that I told you and other close friends back in the middle of May that I heard a phone conversation between Linda and the Dr. where they planned this entire vacation in Europe and neither you, Irmgard or Nathan was ever mentioned. Johann, I have witnesses to this fact as far back as the middle of May, while we were still very much married. This is why we mutually divorced. I told Linda that she couldn't travel to Europe and Las Vegas and Florida, and New York on vacations with this man and still be my wife. All t

hese vacation plans together I heard with my own ears. I told her that if she was going to spend the summer with him, then she should do the right thing and divorce me. She said that she was going on vacation to Norway with him and anywhere else she wanted. She asked me if I was going to hire a private investigator in Europe and the states when he came back here. I said that I didn't know but I might. She said, "OK, if you're going to have someone follow me again when I'm with the Dr., then I do

want a divorce". She said she was miserable when she was in Springfield Il, and someone was following her around while she was with him.

I got the mutually agreed upon divorce papers from Guam through the internet after I had Nick Miller check out their authenticity, and Linda willingly signed them and then called Linda Welch on the phone and told her she had signed them. Linda is a Notary Public.

You need to get the story straight. Danny did not divorce Linda. They divorced each other, mutually. If you don't believe me call Nick Miller my attorney and ask him.

Anyway, While I went to Linda's place yesterday we sat for a while on her front porch and talked. She loves me to rub her feet. I jokingly told her That I had become co dependent in doing things for her like rubbing her feet. She immediately kicked off her sandals and held her feet out where I commenced to give a long footrub on both feet. We both laughed about it. Johann, Linda and I have known each other for 22 years. Neither of us really feel threatened by the other. Otherwise she wouldn't have called me to help her move. Guess where she had me move a whole truck load of her things. She wanted me to move them back to my house. I told her that if she was scared of me why would she want me to move her things back to my house, until she sells her trailer and moves again, because that would mean that we have to come in contact again because she would have to come back and be near me again.

She laughed and said, Oh, well, I've got lots of other things there anyway and I have to come for them later also". Johann, I'm not saying that you are lying when you tell people Linda is afraid of me, but at best, you sure don't have your facts straight.

Yes, in front of My cousin Don, who was with me, Linda and I hugged each other several times before we left and each of us told each other that we still loved each other. You and Arild A. might as well get it through your heads that you two people cannot wipe away all the love and feelings that Linda and I have enjoyed and have felt for each other for the last 22 years. She's only known you guys for approx. one year.

All the scare tactics in Norway to make her afraid of me by ganging up the Dr, his daughter, and you might have temporarily worked while you were there, but as soon as she comes home and sees me, she knows it's not true. I know this must be "urking" you and Arild terribly since you have concentrated months of your precious lives trying to turn her against me, so that he could eventually have Linda for his own, only to find out that you both have failed.

The sad part is, you are so selfish that I'm sure you'll do as you always do and contact Linda about this email, and try to make her feel guilty for not being loyal to Arild and yourself. Johann, if that's what you are going to do, then please you and Arild buy yourselves plane tickets and come over here and help her with all the moving and things she daily needs help for. How Selfish! Neither of you want her to have me help her when she needs it, but you're not here to help her yourselves. Shame of you!

Johann, she's only stand offish with me when she thinks you and the Dr. are upset at her about our relationship. That's why you make her feel she has to cover up all the times we have gone out together since our divorce. People here who know us, think it's odd that we spend so much time together after being divorced. Until her trip to Norway, we would eat out together 4 to 5 times a week. She has a number of favorite eating places and shopping places and we've hit them all in the last couple of months. Yet, she feels she has to hide this all from Arild and you. How ridicules this all is. What do you have to say about all of this when you live 6,000 miles away. Let her enjoy life without your putting pressure on her.

Johann, as God is my witness, I've been at her trailer numerous times before our divorce and after our divorce when both you and Dr. have called her and she wouldn't answer the phone because she was afraid you would be upset if you found out we were together. Hmmm this kind of sounds like some form of abuse in itself! Why should she be afraid have her husband and or exhusband at her house, because people 6,000 miles away insist she fend for herself. Think about it! This is wrong! Johann, I even stayed there with her the first few nights she moved to her new place because she was in a new

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

From: Danny Shelton

To: Arni Thorvaldsson

Sent: Monday, August 23, 2004 5:29 PM

I guess Arild Abrahamson is right when he says your dad is a loose cannon.

He wants so badly for what he is saying to carry weight with people so that they will be down on Danny Shelton, that he seems to constantly twist the truth, at best.

It just came to me from Europe that Johann is telling people that I have CANCER! As far as I know and my Dr.'s know I do not have cancer, so how could your dad know?

He shoots himself in the foot constantly.

Linda is at my house as I write this email and she says she has said absolutely nothing to that affect to your dad or Arild A.

Why is he so intent on spreading false rumors about me?

He cannot win a spiritual battle constantly twisting truth to suit his agenda. Truth always has a way of coming out.

He believes everything that this Dr. tells him and it has surely hurt his credibility to do this man's dirty work for him.

Your father is one of the few people I have talked to who cannot see through this man.



Arni, let me ask you, If your wife made friends with a Dr. and within weeks this Dr. asks her to go on vacation with him and hide this fact from you because he tells her that you wouldn't approve because you wouldn't understand their relationship, would you think this man a snake in the grass.

I do, and all marriage counselors that Linda and I talked to agreed with me.



They all say there is no legitimate reason that a Dr. may ask a married woman to go on vacation with him and stay with him in his private condo. The professionals that we consulted said that 1000 to 0 marriage counselors would tell us that this man could have only bad intentions with my wife. This is unprofessional and unethical and unChristian.

My wife admitted to me that this is the way it happened.

Your dad knows this too, yet he condones this unprofessional action by this man because he's so hood winked. If he can cure everything like your dad tries to convince people then why didn't he cure his own wife?

Anyway, I guess maybe the Dr. and I are starting to agree on one thing, Your dad sure does seem to be a loose cannon.

Danny

Subject: Fw:
From: "Linda Shelton"
Date: Tue, 21 Sep 2004 21:33:18 -0500
To: "aaedta"

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

From: Danny Shelton
To: Linda Shelton
Sent: Sunday, September 19, 2004 7:09 PM

Linda, please don't misunderstand Where I'm coming from when we talk.

1. If I could ask God for anything in life, it would be to have your heart back. Fully and completely mine! No one else's.

You would have no desire to let someone else husband you on the phone, ever again.

2. But I understand the way you feel now that is not going to happen in the near future.

So, therefore I must let you go, yes even out of my heart, if possible, until the time you are ready to drop the Dr. or anyone else. I don't know how long I'll wait. I don't think any of us know ourselves that well. But I have no desire at this point to share my life with anyone but you. I swear this before God. YOU ARE MY HEARTS DESIRE!

I know that from your standpoint you can't comprehend that. But Linda, look from my side for a minute. I promise you before God that I believe with all of my heart what you and the Dr. has done was wrong. No spouse can keep up this kind of a relationship with someone else over the other spouse's objections. All the excuses in the world doesn't change the fact that you chose him for whatever reason over me. And no, if was not over Nathan. I wouldn't have cared if Nathan moved to Norway, if that would help. I told you I would talk on the phone with him and you, but you refused. As your husband I KNOW that your heart left me for him. What if this Dr. had come into your life 6 months after we were married. There's no doubt that you wouldn't have given him this kind of access to your life and planned a vacation to Florida without my knowledge. You can fool yourself, but you cannot fool me. I was too new as your knight in shining armor that he couldn't have gotten in.



Linda, at this point I don't mean to be critical. I have had months by myself now to woller this thing over and over and over. I don't believe anything I could have done at this point in our marriage could have stopped you. All this new attention and support was too much for you to refuse. Yes, it started out innocent on your part, but never innocent on his part.

You may be already married to the Dr. just keeping it a secret for ministry success or you may choose to marry him, if he'll have you, in the near future. Of course at either of these two crossroads, all hopes for a future together are gone. You would never hear from me again. Rightfully so.

If you and he don't make it for some reason down the road and you feel like you would like to start a whole new relationship with new boundaries ect, then depending where I am in my life, maybe we could start slowly and give our love for one another one more chance.

Linda doll, I don't know if this makes any sense to you, maybe it's all laughable to you, but anyway I'm trying to put into words why it sounds like I am saying two different things.

I love you, but at this point I have no choice but to let you go and I see where time and space away from each other may help. Your moving to Springfield, I believe is the answer.

God Bless you the rest of your life. I cannot consider you an enemy no matter how hard I try. I swear to

you before God and can comfortably go to my grave believing I have been on the right side by not supporting your relationship with this man therefore causing God to withdraw his blessings from me and this ministry. The only thing I love more than you is Jesus. I cannot compromise what I believe to be the truth. I do believe with all my heart that you betrayed me for this man. But still, love is forever, true love that is, and that's what I've learned through this whole thing. I didn't know how much I love you. I'll stop for now as I'm probably confusing you even more. I just wanted you to take a look at this situation from my point of view.

You are the love of my life. Thank you for so many great years during the best times of our entire lives. We were able to share so many years of youth together. You were younger than Alyssa when we met. The Dr. can never take those great years with you from me nor do I have to share them with him. Our marriage was made in heaven and we blew it. I do think we let 3ABN come between us many times. I'm sorry for when I put the ministry first, but even at that you still had no right to allow this man to come in and husband you. He caught you because you were vulnerable. I take some of that blame, but you should have been strong enough not to allow him to get so close to you that you began to hide this relationship from me. Hours of phone calls, planned trips, ect.



By for Now

from Hopefully the Love of Your life, your Dan. My heart is still yours against my will! You know I melt around you and I'm asking God to make me stronger at this point. I'm sure that's why I have spent all this money on you since our separation and divorce and why I did all that work for you and why I'm moving your Jacuzzi tomorrow. Friends close to me have talked to me till there blue in the face about tough love towards you.

I've been a jelly fish and I know it. But before God, I tell you I'm asking him to make me feel different at this point.

Dan

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

From: Danny Shelton

To: Linda Shelton

Sent: Tuesday, October 05, 2004 8:03 AM

Linda you only can blame yourself. Remember I begged you to drop the Dr. as I knew where these bad decisions would lead you. I told you along with John L. that continuing in this relationship with this man would lead to the destruction of your marriage and your ministry.

I believe that you thought you could have your cake and eat it too, even though I told you that you could not.

You had the false impression nothing could happen to Linda Shelton, because you had so many fans. You believed falsely, that people would support you regardless of the fact that you were ignoring counsel and the board would never have the nerve to let you go as you believed the ministry would go down the tubes.


Remember all the times I warned you that if you didn't stop that everything that happened to you would happen.

No, I didn't make it happen. You did!

I even gave you illustrations that when you tell Nathan that if he continues using drugs that it eventually will destroy him.

When you make that statement, it doesn't mean that you are going to destroy him. It means that you are spiritually and physically smart enough and can see more clearly down the road than he can. You cringe as you see him disobedient to God's word and have to watch him destroy himself. Because he is involved in the sin, he can't see down the road. You can see, because you are looking from a distance.

Everyone who counseled you, including me, saw what you were doing to yourself. You were too emotionally involved with the Dr. to see the damage this relationship was doing to you and to see that he was a snake in the grass who wanted to put you in a position that you are in now. Where you have become totally dependent on him. Where he, because of this relationship with him, has alienated you from all your old friends, husband and ministry. Remember, he is a professional counselor. He has known all along where this road was leading you. He orchestrated this whole thing so that he could have your love and your loyalty. His end result was to have you physically as well. He was too cunning and smart for you. You let him destroy your marriage and ministry by his "perfect" words for hours at a time.

 Linda, everyone saw it coming but you. Even the Nazarene counselors told you he was a snake in the grass when the very first time he invited you to go to his condo in Florida without me. As a professional he knew this was wrong.

One has to hand in to him, he, with Satan's help by knowing your weaknesses, has pulled off the greatest deception of any "bright light" in the SDA church since it's inception.

May God open your eyes before it is forever too late.

While I disagree totally with you, I love you with all my heart. But even though you love Nathan, you have been helpless to save him because he either does not know the sin he is in, or he chooses to live in denial.

All you can do is pray for him. At this point all I can do is to continue to pray for you.

That's why I've chosen to quit communicating with you or see you anymore. I'm only doing what your actions tell me that you want. And by the way, you have not learned forgiveness yet. No one would treat someone the way you've treated me since our divorce if you've forgiven them. I Linda have forgiven you. Look at all the things I have done for you since our divorce. The Lord told me just to love you. But now, I have been released of loving you at a close range. I can love you from a distance, while we each go on with our new lives.

You don't need to answer this.

Re: Danny Shelton replies to CA posts

Re: Danny Shelton replies to CA posts - 11/01/04 10:44 PM

Posted by: [NormF](#)

I too was the recipient recently of an e-mail from Danny after the online chat with Linda. I was reluctant to do anything with it at first until I'd had time to think it over. Bille's argument that all should be posted convinced me to do this. So here it is.

For the record, I have also sent Danny an e-mail reply today attaching a copy of this post for his information.

What follows is actually in two parts. First, the message as sent. Second, my responses to various parts of his letter to me. I hope that together this is helpful reading to everyone, and I'm sure that, as always, it will provoke further thought and discussion.

I should note that Danny seems to be understanding the neighborhood a little better as time goes by. There are other messages of his since this one that look better. I see an improvement in tone in his correspondence, and a less adversarial approach to discussion. Of course, the question of style versus substance remains an open one as always.

I've noticed Danny is still unhappy over some of the criticism around here. Partly, that's due, as I see it, to the fact that there will always be some posters who really come across, how shall I say it, poorly and really rankle those they attack. The anonymity of Internet chat is quite unlike anything else before it, and for some folk it really brings out the worst in them. People who would never say such harsh, crude, mean-spirited, unthoughtful things in public or face-to-face with someone will say absolutely hideous things here in these realms. All one can do is try to ignore that and rise above it. Frankly though, in my opinion, this site is heavenly compared to much of the rest of what is out there in Internetland. And partly, the criticism of Danny's doings is simply well-directed and appropriate.

That leaves the ambiguous and the unknown as sources of criticism. The only way to solve that is to get the facts out. He who has an ear, let him hear.

I should also note that I have responded to a wide variety of Danny's statements below. I do not mean that everything I say something about is earthshaking. Some things are trivial, some are profound. Probably I will miss something that others see as significant, too. My apologies; pick up the slack for me if you will. All I can say is, this is what caught my eye and what I responded to. I believe the implied intent in sending this to me was that I react to it. I have done so.

So here's the material

Part 1, e-mail message as received –

[Note: Inter-paragraphic line spacing added for clarity. In all other regards, this is identical to what I received.]

From: "Danny Shelton" <danshelton@earthlink.net>
Date: Tue, 26 Oct 2004 16:11:18 -0500
To: [NormF@...](#) (Link: <mailto:NormF@...>)

Subject: [none]

Hi Norm.

My name is Danny Shelton. Someone sent me some statements from Linda's interview. I'm not sure but it looks like you are the one who said that Danny has made public statements about divorcing Linda over spiritual adultery. If you are the one who made these statements, could you show me some evidence in writing where I have made that kind of statement. If you are not the one who made the statement, do you know who is as I would like to have someone show me that I have made a public statement that I divorced Linda over spiritual adultery.

Though I petitioned for the divorce through Guam at a later date, Linda first hired an attorney in Benton Illinois by the name of John Drew to draw up divorce papers to serve to me. I didn't talk to her lawyer, but this is what she said. I have no reason to doubt her, because we talked about it a number of times. I asked her how she could divorce me and on what grounds, since she is the one who had a boyfriend that she had been vacationing with privately and was making more plans which have since been executed to vacation in Europe and here in the States together. They have spent six to seven weeks together on vacation in the last 3 months or so. Two of the vacations were in Europe.

Anyway, I didn't want to get a divorce here in our county as I knew the newspapers would carry the story since we are public figures. We checked into going to Las Vegas where a couple can get a divorce in 6 weeks. Linda said she would go and be the petitioner and she was going to be the petitioner here in Franklin County anyway, but that she wanted me to pay her \$7000 to go to Vegas for six weeks to get this accomplished. I was going to do that even though I couldn't afford it, but with the help of a local attorney, we got help for us to get the divorce in Guam as it is a US territory. It only cost about \$1500 and could be done in about 2 weeks. Since I wasn't paying her she said that getting the divorce through Guam was ok but that I would have to be the petitioner. Some of her friends told her that it would look much better on her later on if she made me be the petitioner even though it was a mutually consented divorce.

You can post this if you want, but I have not publicly said that I divorced Linda for spiritual adultery. It's much deeper than that. I understand that's what she and Johann T letter says, but there is a great amount of fiction in both her web sight as well as Johann's letter. If one figures that she's spent nearly five weeks in Europe with this man and he has been to Springfield at least 3 times and Linda has been to Las Vegas inbetween, How does she say she has been tucked away in the woods of Southern Illinois. I didn't want and still don't want certain parts of our personal lives to be public but Linda's letters to the public as well as Johann T. put me in a position of answering that charge. Otherwise I'm sure my board would have removed me from my position had I divorced Linda for no biblical reason. I will not share publicly what my proof is. Mine and Linda's life though very public, still have a right to a certain amount of privacy.

All I will say is that if a married woman is not emotionally and physically involved with a man of the opposite sex beyond what is acceptable to her husband and a group of Christian counselors and church leaders, it seems she would stop this relationship in order to save her marriage and ministry. Linda was asked many times by myself and my board Chairman Dr. Walt Thompson, and the Thompsonville church pastor, John Lomacang, as well as Mark Finley to give this relationship up in order to save her marriage and ministry. She has always, and still refuses.

I have told her many times that if she will drop this man that I can forgive her and we could start restoration of our marriage and ministry. She will not.

no one else was allowed to testify or give information? What if that board consisted of individuals who had been used to rubber-stamping all of Danny's input for many years and this was only another rubber stamp?

To help our deductive reasoning, let's try a little visualization: Danny is the president of the company. He sits on the board, and the other board members look to him for accurate information because they are not personally involved in the operation of the company. Nominally someone else is the "chairman of the board," but who has the real power and influence? Can such a "board" make an unbiased judgment about the president of the company?

Of course, there's the other side of the coin too: If you assume that Danny and the "board" are telling the truth, you must necessarily assume that Linda and a respected Adventist pastor and administrator, namely Johann Thorvaldsson, are lying. It isn't too hard to line up quite a number of contradictory statements ...

I invite you to do some deductive reasoning to consider who has more reasons to manipulate the truth -- Danny himself or someone who has nothing to gain by contradicting Danny?

I invite you further to check into the reputation these two men have for truth-telling. Elder Thorvaldsson has been around long enough to be known by quite a few other Adventist administrators, so you should be able to find out something. Danny is fairly well known by folks in his home town, and you could probably find out something there.

Here's just a little snippet from a recent letter to a third party which Elder Thorvaldsson is allowing me to share:

"How can a board make an accurate decision in a complicated case, like what happened between Danny and Linda Shelton, when merely one side of the story is heard? When the other party is denied access to the board? (She was permitted to submit a letter. I was with Linda most of the night before that meeting to help her with computer software problems to get that letter finished, but we were three together. The Private Investigators reported to Danny that she'd had a male visit during the night. That was strong ammunition he could use before the board.) I was there and could testify to what happened. Danny Shelton dismissed me from 3ABN because I insisted Irmgard and I had spent several days together with the Doctor in Norway at the time when Danny Shelton and Nick Miller contended the the doctor had been together with Linda in Florida."

So you see, if we believe both accounts, the doctor was in two places at once -- in Norway with Johann and Irmgard Thorvaldsson and in Florida "vacationing" with Linda. You may believe that if you like.

And the fact that Linda was with a "male visitor" the night before the hearing was evidence against her. Accept that if you like.

That's just a sample.

What if the rest of Danny's tales are of similar substance? What if he feels he "has to" make up these stories "to protect 3ABN"? (Those of us listening to Danny now and then see that he finds it difficult to distinguish between himself and 3ABN -- not only in reputation, but in other matters as well.)

The board, of course, got an inside view of the situation between Danny and Linda. After all, they had an "insider" right on their board, and they were used to getting their insider information

Linda and Danny still married?

Re: Linda and Danny still married? - 03/17/05 03:36 PM

Posted by: [Johann](#)

It may interest you to see what the Chairman of the Board of 3ABN has written about this case.

"Date: recently
"From: "Walt Thompson"
"To:

"Subject: 3abn
"Dear mrs. . . . ,

"Thank you for your e mail and comments regarding 3ABN.

"Let me attempt to respond to your concerns.

"I, as chairman of the board received a call from Danny last March notifying me that Linda had become involved with another man. . . ." (The timeline of the few weeks in which Linda and the 61 year old doctor had met and were together, NEVER ALONE, illustrates the absolute error in this accusation. Additionally, Linda vehemently denies these allegations.)

"We have evidence, but not proof that Linda and the Dr. did meet in Florida as planned in February, and it is no secret that they did meet in Norway in June as planned."

Please note that correspondence from 3ABN's chairman has only rumors and suspicion to base these assumptions on. I can personally verify that Linda was not in Florida with the doctor in February, and she was not in Norway in June. Why in the world would one insinuate something as devastatingly destructive to a televangelist as this spreading such rumors and ruining Linda's reputation?

The fact is that Linda was dismissed from 3ABN and Danny divorced her for this allegation. Now compare this with what the same Dr. Walt Thompson wrote to me about this case the other day.

"Good morning Johann,

. . . .

"So far as accusing Linda of adultery, I will say here again in writing that I have never accused Linda of adultery. . . .

"The letter that you refer to that I wrote to the 3ABN family does not accuse Linda of adultery. If any have interpreted it to say that, perhaps you may accept a bit of the credit for reading that element into it. But that idea was not written into the letter, nor was it intended to be implied. In fact, the specific effort was made to avoid making such an insinuation since frankly, I have never had the kind of evidence needed whereby to make such an accusation.

"I hope this will be helpful to you.

. . .

"Sincerely in the blessed name of Jesus,

"Walt T

"Walter Thompson MD"

Now the question remains, if Linda is not guilty of adultery, on what Biblical ground did Danny divorce her and have her suspended from 3ABN already in the beginning of April 2004?

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

From: [Danny Shelton](#)

To: [richard bethune](#)

Sent: Tuesday, April 27, 2004 6:12 PM

Subject: Re: brother in law here; personal & confidential

Cher,

Please advise Linda that it is time to leave me and start a new life for herself. Anytime that our relationship would degrade to the point that she would listen to such foolish advice as hiding my gun, the relationship is over. In 22 years that I have known her I have never even gotten mad at her enough to shoot a paper wad at her, let alone a real gun. Besides you only had her hide one gun and I have two. I will not try to stop her from leaving and going to the doctor. At this point I would welcome it.

With the advice that she is getting from family she will never be able to put aside all the "junk advice that she has gotten from them. Her life's a mess now. Thanks to bad advice, she no longer has a chance, nor the wits to put it aside and save her marriage.

As you know, I've taken care of her for 20 years. She's going to need you more now than ever before. I do hope all that advice turns into more than just words. She needs you to be there loving her and caring for her needs and helping her financially if so necessary in the future.

Danny

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

From: [richard bethune](#)

To: [Danny Shelton](#) ; [danshelton@...](#)

Sent: Tuesday, April 06, 2004 10:14 PM

Subject: brother in law here; personal & confidential

your ministry and marriage are in trouble at this time. cheri and I have a strong desire for you to call Larry

ryan at (home 316-722-4295) (cell 316-841-4092). He is more qualified than anyone to help the two of you work thru this. Your marriage and the ministry is worth saving. I will check back with you to ensure you and linda have followed thru. 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.

Carole Chapman

From: "richard bethune" <dcbfarm85@██████████>
To: "Carole Chapman" <cfchapman@██████████>
Sent: Wednesday, April 28, 2004 11:10 PM
Subject: Re: Linda

thanks - we got our computer back up and running. I got a "brother in law" message from danny that is rather disturbing. In it he wants cheri to tell linda to leave, that it is over, because we told linda to hide the guns. Is there any way one of us can get thru to the board?



— Original Message —

From: Carole Chapman
To: Cheri Bethune
Sent: Tuesday, April 27, 2004 1:53 PM
Subject: Linda

Thank you for sending me copies of the communications from Danny. The letter Danny forced her to write to you is obviously not drafted by her. I am going to send Danny an e-mail letter from me (Mom) tonight with my thoughts on his behavior. He will have it tomorrow which is well in advance of the telephonic meeting they are to have with the Board on Thursday. The whole situation is shocking, disappointing, disillusioning, and distressing, plus all other expletives that are in that category.

I am communicating with Linda daily and with all our support she will survive this situation. Danny has made it very difficult for them to return to a normal life. Instead of talking with her quietly and prayerfully about the problem he imagined and created in his own mind, he has broadcast his version of it everywhere. That makes it very difficult to circumvent without an apology from him. Even Alyssa is telling Linda to get a divorce (Linda is at Allyssa's place today).

Linda drove to the station in her car last night in order to talk to me. Danny discovered she had left the house and drove to the station and then back home. When Linda got home he was talking to someone on his phone on the porch. She overheard him trashing her with lies again!!! Linda then left for Alyssa's, arriving about 1 a.m.

Linda will come here if things do not work out but not for a couple of months. She wants to work out a settlement if it gets to that point. Then she will have to decide where to go from there, but we can all be there for her. We are taking it one day at a time.

I started a log recording the substance of my conversations with her as well as a copy file just in case it is needed in the future. You may want to do the same.

Love and hugs, Mom

Carole Chapman

From: <amoore@[REDACTED]>
To: <cfchapman@[REDACTED]>
Sent: Wednesday, April 28, 2004 8:36 AM
Attach: unnamed.htm
Subject: Fwd: mom

----- Forwarded message from Danny Shelton <danshelton@[REDACTED]> -----
Date: Wed, 28 Apr 2004 02:06:41 -0500
From: Danny Shelton <danshelton@[REDACTED]>
Reply-To: Danny Shelton <danshelton@[REDACTED]>
Subject: mom
To: amoore@[REDACTED]

Alyssa Hon,

Let me try to explain something to you. Your mom has by her actions and according to the bible let another man husband her for the past three months. On Feb. 7th when she made a 3ABN intro totally dedicated to this man. She said that she had met someone who had changed her life forever and that this person had BECOME HER BURDEN BEARER. According to Jesus only God in heaven and your spouse can fill this need in someone life. I let her watch it only a week or so ago to see if she knew what she had done and instead of seeing what everyone involved saw, she said she was PROUD of it. She also showed pictures of this man's place in Norway and said her memories are now so great after this trip there that she will never forget it.

She uses the excuse that she was talking about him helping Nathan at this time and doesn't see that even when Nathan was back home on drugs she continued to go to her burden bearer and tell him negative things about me. The Wichita counselors asked her if she ever talked negative about me and she said, "Well sometimes I do I didn't at first but in the last few weeks since I think he has a mental illness that runs in his family, I've talked to the doctor more than before. Nathan at this point is not in the picture. It's about her emotional needs being met. She needed an excuse to talk to him, so any would do. Friday night for the first time she said that she would have to agree that she was probably addicted to him and couldn't quit and that if he called the next day she would probably still talk to him, even though she knew everything was on the line, our marriage and her ministry.

I asked her why, and she said he was just like the man doll that she has that when you pull the string it says everything perfect that a woman could want to hear. She said that in all the hours that she has talked to him, and I now have phone records which show many more hours than she will admit, that he always says just what she wants to hear. This is not normal Christian behavior to have to have someone constantly telling you things you want to hear. It's sure not Christian behavior on this other man's part to continue this sin of what is termed by the bible and marriage counselors as "husbanding" another man's wife. It is just as wrong of a sin and physical adultery only usually with worse consequences, because when a man or woman has a one night stand for whatever






reason, and they get caught or simply come under conviction and confess to their spouse what they have done and if the spouse is willing to forgive them it is all over. In spiritual adultery, it's called that because Jesus says sin begins in the heart, when a woman like your mother gets so emotionally involved with a man against her husband will it affects every aspect of their marriage for as long as it continues, whether it's several weeks months or years. Usually it only lasts a few months because the two guilty people involved will eventually find a reason to be together somewhere and end up in bed. This, according to the books I've read happens virtually every time. Yes, and this particular book is talking about how two well intentioned Christians end up in spiritual adultery and eventually physical adultery.

For 3 years Melody would not even speak to me. I would wake up in the middle of the night with tears on my pillow. Your mother knew how badly I hurt. I wanted this relationship with Melody so bad that I would have taken help from anybody. But your mom never so much as shed a tear about it. I knew since she didn't like Derrell and Melody that she was not excited about us getting back together. She never did one thing to support me. At least I've spent boo coo dollars on Nathan trying to send him somewhere to stay out of trouble or sending him somewhere for help. Even when Melody had my first granddaughter Hayley Kaye, I could not even see her. My heart ached, your mother never did anything to try to get us back together. All she could say is that Melody and Derrell tried to get us in trouble with the conference and threatened to sue us in court. I didn't care about those things. I only knew I needed to have a Father relationship with my daughter and granddaughter. That's what I would have given my eye teeth to have. I literally sat up and cried all night the night that Derrell called me from the hospital and told me that Hayley was born, but I couldn't come to see her, maybe never. Where was your mother for support in all of this. She was holding hard feelings and didn't want me to get back with my own daughter. How dare her tell this doctor and anyone that will listen that I never helped her with Natha. I've done a whole lot more for Nathan than she's ever done for my daughter. In fact to this day she won't even go on the same plane or rallies with Melody. She tells me that if Melody is going she will stay home. All three Mitcheff sisters told me that when they started visiting with Melody last year and took her out for supper that your mother became angry and told them that she, Melody, my flesh and blood daughter, was 'THE ENEMY. Other people have feeling about their children too, besides your mom. I said all that to say that even though she didn't support me, through all of this, biblically I had no right to bring all my burdens to another woman and allow her to become my burden bearer. Your mother would have killed that baby rattle snake when it was born. She has no right according to the bible to let this man into her life. It's not my fault, it's her fault, and she'll have the next several years of our lives to sort this all out, but I'm afraid by the time she does, it will be too late. Once she leaves 3ABN she can never come back with credibility again!

I'm convinced when the doctor, who was attracted to your mother long before he came to America from watching her on TV, found out how quickly she became emotionally involved with him from watching her TV dedication to him, that he decided then that he wanted her for himself. Your mom told me herself that when he saw this program that he cried because he was so touched by it. That's why only a week after she came back from Norway he invited her and her alone to his condo in Florida for a few days vacation. He had enough emotional contact and





he knew he should make a play for her before she came to her senses so he asked her shortly after watching this TV dedication to him.

 I asked several professional counselors if it would be possible for any man to ask a married woman to go on vacation with him and stay at his private condo, he actually told her he could rent and house for them to stay in also, and not be after her physically and they all said absolutely not! They all said this definitely crossed a line from innocent to "preying" on her. But you have to remember he knows that your mom is very spiritual, so would'nt dare let her know that he was making a move or she would bale out quick, so when she suggested Brenda go too, he of course would have to say yes.

The Witchita counselors told us that if we talked to 1000 marriage counselors that they would all tell us the same thing. That this man is after another man's wife. The problem is that your mother is so infatuated with him that she did not want to see the truth because if she did, she would have to stop this "male doll" relationship with the very man who's spends hours at a time telling what she wants to hear.

No, it doesn't make any difference according to these coueslors and the book I'm reading that studied 30,000 cases of spiritual adultery, it's still sin because he is husbanding another mans' wife. Your mother took a vow to forsake all others for me. When I told her this relationship had to stop, she defied me and said I had already broken up her friendship with Brenda and no way was I going to "horn in on their relationship" You said she promised not to talk to him any more. I do not believe for one minute. I know her well by now and would bet that she has got a message through to him either by personally talking to him or having you email or simply talking to Johann and Irmgard telling them that I made her write this strong email to him. The second she does this she is automatically saying to him that she still wants to communicate with him but her husband won't let me. She is not dumb and knows this very good and well. I'm glad the Lord finally released me from trying to talk sense into her head. Down deep she knows what she's done and the sin she has commited against God and me yet she still wants to blame me for her sin. Last week she told me that she had been an idiot because the Lord had impressed her to look at herself and her attitude instead of mine. She did, for about the 3 hours it took her to get home, and then she went right back to, as she calls it, trashing me.

 I now know it is really over between us and I'm willing to let the chips fall where they may as for as my own relationship with 3ABN and it's viewers. God is still in charge of this ministry. Your mother actually thinks that 3ABN can't be successful without her, but I, Dr. Walt, Pastor John and others believe otherwise.

 Barring a miracle on your mothers part, I plan on telling Walt that I intend to separate from your mother and am considering divorcing her when the Lord gives me that freedom. Yes, I have grounds, another man has run my household for several months and I have witnesses that went against all good and Godly counsel brought to her. She has ,inspite of all counsel from me, the Pastor, the Chairman of the board and the Witchita counselors, continues in her sin. I learned a principle a long time ago and I wish I had done what I knew I should have done two months ago, that is to follow through with my threats of taking this to the entire board almost immediately when I saw she was determined to continue this relationship in spite of what I said, denying me the right that God has given me to be the spiritual head of the family. She rejects this part

of the bible and has for some time. The principle is this, when you identify a rattle snake as a baby, that's when you kill it.. You don't wait till it gets big. In this situation I may have had enough clout with the full board invovled if I had done it early enough to stop this sin. On the other hand I'm not sure it would have detoured her anyway.

Anyway Lis, I don't expect that you'll understand all of this, but I still love you very much. You have been a wonderful daughter and have caused me the least amount of grief as a parent of any of the five kids that I have raised over the years. I respect your determination to make something of yourself and all the years of schooling to make your dreams come true. You are indeed a special young lady and I'm very proud to have had a small hand in raising you and helping you accomplish your dreams for the future.



I'm sorry it ended this way with your mother and me and I appreciate very much your willingness to try to help tonight, but I finally know what the counselors have been trying to tell me, that is to love her enough to let her go. Today, I'm finally able to do it, and amazingly, with great peace about it for the first time.

I love you,
Your other Dad


----- End forwarded message -----

Carole Chapman

From: "richard bethune" <dcbfam85@██████████>
To: "Carole Chapman" <cfchapman@██████████>
Sent: Thursday, April 29, 2004 6:25 PM
Subject: Fw: brother in law here; personal & confidential

here is a new one for you. please fwd to linda.----- Original Message -----

From: Danny Shelton
To: richard bethune
Sent: Thursday, April 29, 2004 7:00 AM
Subject: Re: brother in law here; personal & confidential

 There are exeptions to death do us part. That's when either party breaks that part of the vow that says "Forsaking ALL others." Call Larry and Gayla yourselves, they will tell you that Linda is deep into "Spiritual Adultery". If you don't know what that is, ask them and they will tell you. Linda herself read part of the book, "Why Christians Commit Adultery" and said that she could see herself in it. I know you won't believe it but last Friday night even admitted that she couldn't quit talking to this man for hours at a time, and said I am afraid I am addicted to this man. Cher, it didn't seem like you were supporting till death do us part the other day when I only talked to you long enough for you to tell me that you had told Linda she needs to get out of this marriage.

Dick let me give you an example of what I'm talking about. I'm not wanting anyone to do anything about this, as the marriage is over. But the truth is the truth. As you know we went all the way to Witchita to see your counselor friends. When we got there they picked up Linda and left me at the airport so they could talk to her alone. They talked to her for an hour by herself. Gayla acually talked longer to her as Larry had to come back to the airport to pick me up. Linda also had written several pages of her version of the story with her continued involvement with this man against my objections and against the objections of our pastor and board chairman.

After 8 hours of counseling, Larry and Gayla made it clear that Linda must stop all connection with this man if she wanted our marriage to work. They told me that I should get out of her face and quit trying to convince her she was wrong because at this point no amount of talk would help. The people in spiritual adultery are the last ones to admit it.

Linda took that counsel as to say me or the board could not demand that she stop her relationship with this man. This is not the counsel they gave her. Yes, they said we could not demand she stop, but of course if she wanted to keep her marriage and job, she would have to stop of her own free will.

In other words, she had to make a choice.

When we got on the airplane to come home I said Linda I'm willing to give this relationship two more weeks before I allow the board chairman to take this situation to the rest of the board If you'll promise no more contact with this man. And to my surprise after 8 hours of counseling where they told her that this relationship would have to stop, she said, "Dan, you don't get it. Larry and Gayla said you and the board can't force me not to talk to this man". I said "Linda they told you in no uncertain terms that you had violated our marriage vows as you were letting another man "husband" you and as you said on the TV program to the world that he had BECOME YOU BURDEN BEARER. They told you this was sin, but yes said no one could make you stop."

I again said I want you to promise me that you will not talk to this man for the next two weeks. Again she said "no". I finally told her that the only reason I went to Wichita is that she said she would take the advice of neutral counselors. To shorten the story she eventually agreed to stop talking to this man for two weeks and then make a decision which was the most important to her,,,,,,her husband and 3ABN or this man.

The next morning Friday, the 16 of April as we were getting out of bed she said, "Dan, the Lord must be doing a work in me because he impressed me I should listen to these counselors even if I don't understand everything they said. So I will not talk to this man for the next two weeks as per our agreement.

Now short and sweet as they say. Because of phone records that I was able to get through Verizon wireless.com I found out that when she went shopping that afternoon she and her boyfriend talked nearly two hours!

The next morning she was supposed to go to the East Coast and do an afternoon church service with me, but

she said she was tired and wanted to stay home. I told her that when this man saw me on television without her he would call. She responded by saying, "Honey I promise you if this man calls me today I will immediately hang up on him and tell you about it as soon as you walk in the door. When I got home late that night instead of greeting at the door and telling me that he had called again and they had talked for 2 hours again, she got mad when I questioned her and said she could not believe that I didn't trust her and left for Alyssa's. I didn't want her traveling that late at night so I tried to reach her by cell phone to tell her to come back home, so I called Alyssa and asked her to call her for me and ask her to come back home tonight and go to her house tomorrow instead of traveling late at night by herself. Alyssa, called me back and said her mother would not stay in the same house with me, as I had accused her of talking to this man. I told her to tell her mom that I would sleep in the Suburban if she would come back home. She did that night but left again to Alyssa's the next evening. Tuesday about noon Linda called me and said she had been acting like an Idiot and the Lord had told her she had been focusing on my attitude instead of her own, and said she wanted to start all over and forget the past and would I forgive her. I immediately said yes but I said if your really coming clean then I want to know did you indeed talk to this man Sabbath even though you promised not to and I let her know that I would have the phone records by monday anyway so she might as well come clean.

She told me that indeed the man had called her just as I had said that he would but instead of hanging up when she answered and telling me she had indeed talked probably an hour to two hours. But didn't want to tell me as she knew I would be mad. I then asked her had she talked to him since she was at Alyssa's and again she said yes that they had just hung up from a fairly long conversation. She asked me would I forgive her anyway and I said yes. I told her as long is she is honest with me I would help her through this but I would not continue to live with all these lies.

That was Tuesday. Friday night I aske her to read a book called "Why Some Christians Commit Adultery". She agreed and read the chapters on spiritual adultery. She and her friend are a classic case, but I wanted her to see it for herself. After reading for about a hour she told me that couldn't believe how much that described she and the doctors relationship and how Satan had dooped her and she wanted this relationship to stop but couldn't do anything about it. She said this man was exactly like a man doll she has that when she pulls the string it says everything she wants to hear. Even if they talk for hours she said that every word he says is "perfect".

I asked her why she was lying the whole time when she promised not to talk to this man for two weeks, yet continued to talk hours to him all along. She said she didn't really see it as a lie as she and her doctor friend had no intentions of ever stopping their relationship as he was 60 years old and she was 46 years old and they weren't going to let anyone put sanctions on their relationship, so they didn't look at it as lying when she denied they had talked to him, because if she admitted it they both knew I would be mad, so they both decided the best thing to do was just pasify me.

I won't go into all the rest as you know much of it yourself. She told me she wanted to email you all and make it right and email the doctor to prove she didn't want him anymore. I told her don't do that anymore as she had me word an email to him several weeks ago, then went immediately to use Alyssa's computer disavowing any connection to that email. I told her that yes, it is imperative that this relationship stop but if she wasn't ready to really write you all and mean it from the heart I wanted her to wait awhile as I wanted the marriage to work. As you know she did email you all, But later contacted everyone to let them know I forced her to do this. Linda is not going to look bad to anyone. She simply is playing both sides of the fence. And yes, I have proof she is still in contact with the doctor.

I've had enough. I'm the real Idiot not her. I should have let her go weeks ago.

She told our pastor that she looks at her "friend" as a piece of chocolate cake that she can't have, but for the sake of ministry, she'll leave it alone. No one can do that on their own. I told her the only way to get victory over sin is to pray that God would let us see sin as he does. Instead of her looking at this situation as a piece of chocolate cake that she can't have, she should see it as a pile of dung that she doesn't want anything to do with. She won't allow herself to do this.

Today she is meeting with our board chairman at 1:00 pm. Barring a miracle she will probably be placed on a leave of absences for a period of time to get her act together. 3ABN cannot have someone in her position making the bad decisions she's been making all along and continues to make. Yes, I've foiled two attempts they have made to have secret vacations together without my knowledge and my guess is they'll continue till they succeed in being together as I'm no longer going to be in their way. They are free to do as they want. Of course she will suffer the consequences of our marriage and her work at 3ABN, but as Larry told me, I should love her enough to let her go." Now, I'm going to do that.

So far I'm the only thing standing in their way. No one else loves her enough to tell her the truth that she is wrong and is destroying the very ministry that God created her to do. No, I haven't supported her in any of this, and Yes, there are times that I "yell" at her, but it's only because she is not listening and I know someday soon she'll want to come back and ask me why I didn't do more to stop this relationship. Well, I will honestly be able



4-29-04

Linda,

I would like to try to buy your half of the house if I can get the money.

I may have problems because the credit bureau has never gotten my credit straightened out. Mollie said she is still waiting for some info from you to do that.

Besides everything else I have Alyssa's car in my name and am a co-signer with the bank for Melody's house.

I think we would be fortunate to get \$275,000 for this house as there are not many buyers in that market in TN. The original appraisal we had done was actually on the high side by quite a bit. The appraiser told me that he appraised the house as though it was in Marion, which of course the real estate values are considerably higher.

Anyway if possible and you agree to me buying the house at \$275,000 I will try.

Each of our halves would be worth \$137,500.00

We owe Approx. \$50,000.00 to the bank

Therefore it would make each of our halves net worth to be \$25,000 less.

Since each half would be worth \$137,500 we must deduct the amount owed to the bank

Therefore each half's net worth -25,000

\$112,500 each. This would be our net profit after selling

the house to an outside buyer .

In order for me to buy the house I would have to assume your \$112,500 equity plus assume the \$50,000 that we are already into the bank for, meaning I would now have to borrow \$112,500 to pay you off plus \$50,000 on our mortgage, This would mean I would have to assume a loan of \$167,500. to pay you off and pay the previous loan of \$50,000.

It would help a little if I could just pay you \$100,000 when I get my loan and sign a note with you to pay off the other \$12,500 in 18 months.

This way I would JUST have to borrow \$150,000.

I'm willing to put it on the market and ask more but I don't think we could ever sell it for any more. Plus the real estate brokers fee on \$275,000 would be at 6% minimum, would be 16,500.

If we sold it for \$295,000 which would be a very high sale the real estate fee would be \$17,700. \$295,000 - 17,700 would be \$277,300. It would only bring your equity up by a little over a \$1,000.

Advantages of not selling through a realtor would be

1. Selling it quickly and not waiting a year or more
2. Not having to keep the house clean for showings at any time they want.
3. Not having a certain time limit of 30 days to move completely out of the house.
4. Not having to spend money to fix the house up. We really would need to spend a few thousand on a house wash, carpeting the basement, fixing plumbing on the sinks and stool and hiring a complete shampoo of the dirty carpets ect.

5. I'm sure you too can think of other reasons it would be best to just walk away from it with the money in your pocket.

I'm not sure I could pull this off but am willing to give it a try. I'm thinking maybe Denzil's bank might lend me the money.

I think it's probably more than a fair offer. It's up to you we can do this however you want. You probably should get Cher, or your doctor friend or someone you trust to help you make your decision, so you won't later say I took advantage of you.

The reality of this all is---If I thought we could get \$300,000 plus for this house I would take it in a minute, That way I would have enough equity to build myself a new smaller house somewhere else and possible have it paid for.

Danny

*AND YOU TOO WOULD HAVE ENOUGH MONEY TO DO
WHATEVER YOU WISH.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Case No. 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

**PLAINTIFFS' MOTION TO QUASH, MODIFY
OR STAY SUBPOENA *DUCES TECUM***

Plaintiffs Three Angels Broadcasting Network, Inc (“3ABN”) and Danny Lee Shelton bring this motion to quash, modify or stay the subpoena *duces tecum* issued by this Court on December 28, 2007 and served by *pro se* Defendants Robert Pickle and Gailon Joy upon “Alan Lovejoy or Keeper of the Records at Gray Hunter Stenn LLP” (“Gray Hunter”). In support of this motion, Plaintiffs state as the following:

1. This motion is brought in the Court from which the subpoena issued because Fed. R. Civ. P. 45 (c)(3) contemplates that motions to quash subpoenas be brought before the “issuing” court. *See also* Fed. R. Civ. P. 37(a)(2) (motion for an order to a nonparty is made in the court where discovery is or will be taken).

2. The issues raised herein will also be brought before the Court in which the case is pending, in Massachusetts, as part of a broader motion to control and curtail third party discovery activities and restrict the scope of permissible discovery to issues in the

case. Plaintiffs request that the Court quash the subpoena or, in the alternative, order that Gray Hunter's response to the subpoena be deferred until the Massachusetts court has an opportunity to consider the matter.

3. This motion seeks to preserve the status quo until that Court has a chance to rule on the scope of permissible discovery.

4. Further facts and details of the underlying case are set forth in the accompanying Memorandum of Law in Support of Plaintiffs' Motion to Quash Subpoena.

5. The subpoena was apparently served on March 17, 2008. Lovejoy is 3ABN's outside accountant, and Gray Hunter is his firm.

6. The subpoena seeks all of Gray Hunter's records regarding 3ABN and Danny Shelton from 1998 to present. It 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.)).

7. Gray Hunter, through counsel, had initially objected to the subpoena and refused to comply, but now advises that it intends to produce all responsive documents on June 24, 2008, because it does not wish to incur the expense of defending against a motion to enforce the subpoena. Plaintiffs, through counsel, have requested that Gray Hunter resist the subpoena on the basis of the issues raised in this motion and on the basis of the Illinois privilege against disclosure of records obtained by an accountant in that capacity. *See* 225 Ill. Comp. Stat. § 450/27. At this writing, Gray Hunter has not changed its decision.

Dated: June 16, 2008.

Respectfully Submitted,

Three Angels Broadcasting Network, Inc.,
and Danny Lee Shelton

By: /s/ Jennifer E. White
One of Their Attorneys

Charles L. Philbrick (ARDC #6198405)
Jennifer E. White (ARDC #6275527)
Holland & Knight, LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
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-and-

Gerald S. Duffy (MN# 24703)
M. Gregory Simpson (MN# 204560)
Kristin L. Kingsbury (MN# 346664)
Siegel, Brill, Greupner, Duffy & Foster, P.A.
1300 Washington Square
100 Washington Avenue South
Minneapolis, MN 55401
Telephone: (612) 337-6100
Facsimile: (612) 339-6591

Ex. A

----- Forwarded message -----

From: **Walt Thompson**
 Date: Oct 13, 2007 9:01 PM
 Subject: Re: Lawsuit Questions
 To:

Dear ****,

Thanks for your patience. After hours on the phone waiting for help to get my computer back on line, it has finally happened. So now I will attempt to answer your questions.

The past few years have been most difficult for 3abn. I first became aware of the problem with Danny and Linda in March of 2004. For the next few months I was at 3abn almost every week trying to bring healing. Unfortunately, our efforts were not successful and it was necessary to let Linda go. That was a sad time for all of us, for she was, and is, loved by all of us and many of our viewers. Not all of our viewers and supporters understood our actions, though done with the greatest possible sensitivity and care.

Not long after Linda's departure rumors began circulating around the world by every imaginable means, all of which have had a negative effect upon the ministry. This took on a whole renewed vigor about a year ago when I was told of a man who was about to release a barrage of anti 3abn allegations to church leaders and churches and the public all around the world. Upon learning of this intent, I called the man and spoke for about an hour with him explaining 3abn's position. At the end of the conversation, he continued to tell me that 3abn was wrong, and that he was convinced that the information he had was the truth and that he was determined to tell it to the world. He further told me that if the leadership of the church came to 3abn's defense, he would attack them and lay open their sins before the world. Not long after that another man joined in making serious allegations about 3abn employees, determined that we were covering sins, and demanding that we acknowledge them. The attacks by these and others have had a very detrimental effect upon the ministry. When the leaders of the General Conference began to accept the false allegations from these, our accusers, without coming to us to find out the truth of the matters, and decided not to work with 3abn any more until we proved to them that we were in the right, we decided it was time to stand up and defend the ministry that donors like yourself have sacrificed to create, but which was now being threatened with extinction. We had sought resolution with our enemies. We next went to ASI seeking their help in discovering truth about the matter. Our opposition then refused to cooperate with ASI attempts to develop a procedure for examining the facts on both sides. The Church had already refused to get involved. Where else does one go for understanding and reconciliation? It was about this time that we decided to go to the courts of the land in defense, not for our own reputation, or seeking monetary benefit, but to protect this ministry. God has told us in the Bible that He would fight for us as He promised ancient Israel. It is interesting that though He told the Israelites that He would fight for them, they still were required to arm and go into battle with Him.

It is interesting to me that though Ellen White correctly warns against taking one's brother to court, she also was a realist. When one reads the book, Acts of the Apostles, she describes the Apostle Paul's experience in Jerusalem. Because of attempts by his "brethren" to kill him, he was whisked away from Jerusalem at night to protect him. When later he was asked if he wanted to return to Jerusalem to be tried, fearing death at the hand of his fellow Brethren, he appealed to Caesar. She then mentions Elijah who when threatened by his apostate "brethren" was taken to the brook cherith and fed by ravens. Later, on Mt. Carmel, after fire came down and devoured His sacrifice, he was commanded to kill the prophets of Baal, his fellow countrymen. There are many other examples in the Bible of instances where God's servants were attacked by their fellow brethren, and found it necessary to seek help from the civil authorities. She then states that at the end of time, God's people would be attacked by their fellow believers. We are living in that time. Rather than let 3abn go down without a struggle, we believe God has led us in the decision to take our opponents to court in an honest effort to discover truth. If at any point reconciliation may be reached any other way, I am sure the suit would be dropped at once, but not until this ministry is assured protection.

As far as the original problem of Danny and Linda is concerned, I will say only this. We as a board did everything we could do to save Linda for her home and for the ministry. No one here wanted to see her go. We begged her to

get help and get her life straightened out, and even made tentative arrangements for her to get that help. All of our efforts were refused. She did not leave the ministry without knowing what she was doing, as many have been led to believe. I and her pastor first went to her seeking to help her. We then formed a small committee of the board to speak with her and seek resolution. Following this, our whole board looked at the evidence and considered her letter. Finally, her church board looked at the evidence and made a decision and sanctioned her. According to the Church Manual, the local church board is the final authority on such matters, which the church at large is then expected to accept and support. Unfortunately, this did not happen here, nor did the Church seek to find the truth by due process. No one wishes more than this board, and Danny, who lost both a life companion and partner in ministry when she was stolen away, that reconciliation could have been done. Some have demanded that we share the evidence upon which we based our decisions to the whole world to see. We have chosen to ignore these demands, following the example of Jesus who often forgave sins, but never exposed the sins known to him to the public - not even those of the Pharisees who brought the woman caught in adultery to Him.

I hope this helps. If you have further specific questions, please feel free to write again.

Sincerely in Jesus' precious name,

Walter Thompson
Chairman, 3abn board

Walter Thompson MD

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

From:

To: walttmd@...

Sent: Thursday, October 11, 2007 9:20 AM

Subject: Re: Lawsuit Questions

I have not received any reply from you. Please try again.

Thank you.

On 10/8/07, walttmd@... <walttmd@...> wrote:

Dear ****,

I am working on a strange computer and am not sure if my letter went through to you. If you have not received a reply, please write again, and I will try again.

thanks,

Walter Thompson
Chairman 3abn board

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

Ex. B

Subject: ASI action

From: Harold Lance

Date: Fri, 05 Jan 2007 08:04:54 -0800

To: Deb Young, Ron Christman, Linda Shelton, <danshelton@...>, "G. Arthur Joy", Bob, Gregory Matthews, Walt Thompson

Greetings each one:

Last evening the ASI Executive Committee met to review ASIs' involvement in issues involving 3ABN, Linda and Danny Shelton including our progress in the process we initiated. ASI, in relevant part, took the following action:

"For approximately three months ASI has deeply considered its' involvement in issues involving 3ABN in three special Executive Committee meetings called for that purpose and multiple other contacts. On October 25, 2006 the ASI Executive Committee took an action authorizing the exploration of the possibility of its' involvement and asked Harold Lance to lead out in that process. It now appears that it is not appropriate for ASI to be involved."

Harold Lance

Ex. C

Subject: RE: Possible motion to be filed
From: "Gailon Arthur Joy"
Date: Wed, 29 Oct 2008 08:55:55 -0400
To: "Greg Simpson"
CC: "Bob", "Chris Penwell", "John Pucci",
"Lizette Richards"

Mr. Simpson,

In at least two of the telecommunications since the last status conference there has been discussion relating to proposing a "comprehensive settlement" proposal of all issues and included discussion of the feasibility of meeting with the Three Angels Broadcasting Board to mediate some issues. Those conversations were always with the three participants, Robert Pickle, Gailon Arthur Joy and Attorney Gregory Simpson.

I would also point out that you have twice contacted me directly related to your clients discovery confidentiality concerns, by telephone. You also have been able to communicate via e-mail.

YOU have not been in touch with me since those conversations to discuss any issue relating to "voluntary dismissal" or other issues collaterally considered.

You have unilaterally filed a Motion to Dismiss that specifically reserves the right to re-open the case and is obviously proposed to dismiss "without prejudice", clearly unacceptable and clearly prejudicial to the Defendants in this action.

Further, your supportive affidavit is a bold misrepresentation of the confidentiality concerns and is reprehensibly so. In fact, it is unethical, particularly in light of your very specific call to clarify your client's concerns regarding the ANYMAN, son of Dr. Walter Thompson, AdeventTalk post regarding the status of discovery documents.

Clearly, your client seems to have not understood the status of discovery documents and it would most certainly appear your client seeks to avoid discovery of documents that clearly favor the Defendants source claims and answers to the Plaintiff's complaint.

We are now well over eighteen months into this litigation and closing in on trial preparation on claims that your client will not be able to support, based upon the evidence. You most surely clearly understand the import of the documentation to the failure of the plaintiffs outrageous claims, given the weight of the evidence.

Now, you and your client affirm a further assertion we have made, that the claims by the Plaintiff's were a fraud upon the court, the claim was frivolously asserted and was a misuse of process. Further, since the inception of the suit, there has been a pattern of malicious prosecution and vexation, not to mention the clear demonstration that your client seems to be a "reluctant litigant" post filing, other than

for purposes of harassment and dubious public relations.

It is disconcerting to think that a firm of your caliber was so willing to use the Federal Bar to propagate these serious breaches on behalf of a Plaintiff that is best described as another example of a televangelist abusing their public trust to “fleece the sheep”. And Duffy’s letter confirming the clearly factually challenged Chairman of the Board and the former President’s assertion that your firm “confirmed” the allegations in the complaint and “exonerated” the officers and directors of Three Angels Broadcasting Network, Inc. with your firms due diligent investigation.

This process leaves one questioning your investigative capacity, given your “insider” position as counsel to the Plaintiff. Anyone simply hiring a forensic accountant would have been able to detect the most fundamental issues from the Website allegations and supporting documentation, largely in the public domain. You are left so wanton in your execution of this litigation it is difficult to believe you can provide adequate counsel to the officers and the directors of the network without clear conflicts of interest. But, you are left to your defenses.

In summary, the Motion to Dismiss is a further example of abuse by client and counsel and we will oppose your Motion to Dismiss as presently struck as clearly prejudicial to our defense, both now and in the future. As you well know, there is plenty of appellate case law to support the opposition regarding the elements the judiciary looks for to test the Plaintiff’s right to a dismissal at this very late stage in the process, particularly with the specific right to dismiss without prejudice.

Therefore, your Motion for a Voluntary dismissal must be seen as yet another fraud upon the court and any amount of effort by you to “spin” it otherwise Perpetuates a wanton position.

Respectfully Submitted,

Gailon Arthur Joy

From: Greg Simpson
Sent: Tuesday, October 28, 2008 10:59 AM
To: gailon@...
Cc: Bob; Chris Penwell; John Pucci; Lizette Richards
Subject: RE: Possible motion to be filed

Arthur:

I thought your position was sufficiently clear that I could certify to the Court your opposition to Plaintiffs' motion to dismiss. Let us now remedy any deficiency.

For the record: Do you agree or disagree that Plaintiffs should be allowed to voluntarily dismiss their lawsuit?

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@...

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From: gailon

Sent: Monday, October 27, 2008 10:18 PM

To: Greg Simpson

Cc: 'Bob'; Chris Penwell; 'John Pucci'; 'Lizette Richards'

Subject: RE: Possible motion to be filed

Mr. Simpson,

I have made it clear that we will be contesting your motion to dismiss. Given the case law we have found, I doubt the court will find for the motion to dismiss. It is so poorly conceived and so violative of the rules, it must be struck.

I am not aware I have ever granted a power of attorney to Robert Pickle and I will note that my phone records do not indicate any effort on your part to make any contact with me. You, sir, know better.

This motion is a frivolous attempt to avoid pending discovery issues and clearly demonstrates a misuse of process. It also demonstrates to the Honorable Court that the lawsuit was conceived frivolously and, based upon the evidence, I can safely say without foundation in fact. And, given your desire to keep litigation

an open option, given the age and health of some critical witnesses and the fragility of most documentation, such a move would clearly prejudice our defense in any future action. This and the case law require the vacating of even this frivolous Plaintiff's Motion to Dismiss.

Further, it is clear there are issues that would need to be addressed and require resolution and are best addressed at Bar. Further delay is not expedient for the pursuit of the adversarial issues at Bar. And what makes you believe that you can simply litigate for eighteen months and then pick up your toys, go home, and believe you can come back another day?

I would also point out that you have missed a critical production date and it is our intent to file a motion to show cause why your clients should not held in contempt. I remind you that you are not yet a member of the Federal Bar and there is no stay on discovery, as much as you would like to believe it.

Frankly, your affidavit in support of the Motion to Dismiss is so outrageous and so clearly takes the posting on AdventTalk so far out of context, you have crossed the line of reasonable ethics. I would note that you specifically called me regarding this e-mail and you have elected to void the clarity established.

Respectfully, I reject your extremely weak basis for failure to confer and it is clear that you do not seem to believe that the rules apply to you or your client. That does constitute an element of contempt.

I would recommend you and your client withdraw your frivolous motion to dismiss and promptly prepare to deliver your past due production.

Gailon Arthur Joy

From: Greg Simpson
Sent: Friday, October 24, 2008 1:43 PM
To: Gailon Arthur Joy
Cc: Chris Penwell; John Pucci; Lizette Richards; Bob
Subject: RE: Possible motion to be filed

Arthur-

I am unable to reach you by phone or to leave a message for you because your voice mailbox is full.

Last Friday, Bob said that he would convey the proposal of dismissal to you and get back to me on Monday. Your email indicates he did talk to you, and also indicates that you do not agree to a voluntary

dismissal. I don't see what another conference would have accomplished.

The meet and confer requirement is intended to ensure that a matter is contested before it is submitted to the judge. If you are saying that this matter is not truly contested, or that we may still be able to reach an agreement as to terms of dismissal, then call me and let's work it out and submit a stipulation to the court. Otherwise, let's not waste time splitting hairs.

Feel free to call me if you think we might be able to reach an agreement that would narrow the issues for the court.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@...

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From: Gailon Arthur Joy

Sent: Friday, October 24, 2008 11:44 AM

To: Greg Simpson; 'Bob'

Cc: Chris Penwell; 'John Pucci'; 'Lizette Richards'

Subject: RE: Possible motion to be filed

Mr. Simpson,

My phone records indicate that I have not spoken with you since Tuesday the 14th at which time you purportedly recorded the Conversation.

I have not spoken with you since then, other than the conference call

with Magistrate Judge Frazier on Wednesday, October 22, 2008.

You clearly did not confer with me regarding the subject Motion to Dismiss and in fact, based upon the reports of that conversation, you Clearly had no intention of conferring with me.

You, sir, have crossed the line, both in the failure to confer and in the Incredible misrepresentations in your affidavit regarding the confidential Documents.

Therefore, I would suggest that any motion for sanctions will be met with A motion for sanctions.

Further, Mr Simpson, an opposed Motion makes NOTHING MOOT Until we have a decision from the Bench. YOU are not a member of the Bench. And, I suspect if you continue the current trend, it is reasonably unlikely you ever will be there.

Regardless, your motion to dismiss resolves nothing in this controversy And will inevitably result in a continuation of the case, if not here and now, Soon, very soon. The very specific request to dismiss without prejudice is Clearly a fraud upon the court.

I reject your continued threats as meaningless and as frivolous as your lawsuit.

Gailon Arthur Joy

From: Greg Simpson
Sent: Friday, October 24, 2008 11:43 AM
To: Bob
Cc: G. Arthur Joy; Chris Penwell; John Pucci; Lizette Richards
Subject: RE: Possible motion to be filed

Bob-

I would oppose it because I have certified that we met and conferred. Look at Doc. 120, page 3.

If you mean to imply that we did not actually meet and confer, please recollect our telephone conversation on Friday, Oct. 17, 2008, in which we discussed a variety of scenarios to end the case, including both settlement and voluntary dismissal, and the upshot was that you were not interested in ending the case on any terms but you and Mr. Joy would consider it and get back to me if there was any interest. You didn't get back to me. If you were to oppose my motion to voluntarily dismiss, it would merely affirm my

certification that you are not willing to agree to a voluntary dismissal on any terms.

I am contemplating a motion for sanctions against you for continuing to file motions after we have moved to voluntarily dismiss, which motions are moot and will cost my client money to oppose. My motion would include any motion that you file to strike Plaintiffs' motion to dismiss for failure to comply with local meet and confer rules. Would you oppose this motion?

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@...

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From: Bob
Sent: Friday, October 24, 2008 8:38 AM
To: Greg Simpson
Cc: John Pucci; G. Arthur Joy
Subject: Possible motion to be filed

Counselor Simpson:

We are contemplating filing a motion to strike plaintiffs' motion to dismiss due to a failure to follow Local Rule 7.1(a)(2). Would you oppose or not oppose such a motion?

Bob Pickle, *pro se*

Ex. D

Subject:RE: 3ABN

Date:Tue, 7 Oct 2008 14:47:49 -0500

From:Greg Simpson


To:Bob


Bob-

I would agree with Clarification No. 1.

Regarding Clarification No. 2, I didn't mean to suggest that you can disclose the contents of the document by describing the "issues" to which it pertains at the sub-atomic level. Taking your example only a bit further, you might say "The document pertains to the issue of whether Person X knew Fact Y on Date Z but did nothing about it." By identifying the issue with reference to each component fact, you would give away the content of the document and thereby cleverly circumvent the confidentiality order. I agree with the general proposition that you may disclose the issue to which the confidential document relates. You must avoid describing the issue so finely that you end up disclosing the content of the document. The safer course would be to leave it more general than that, and say simply that "the document relates to 3ABN's handling of the wills and estates personnel issue." Leave your argument for the sealed portion of the brief.

Regarding Clarification No. 3, I would agree that you can use any descriptors of the document that do not reveal the substance of the document. You can say who it is to, who it is from, who received it, and its date. Regarding the subject matter of the document, my response to Clarification No. 2 applies equally. You may state generally what it relates to, e.g., personnel matter, accounting issue, whatever, but must be cautious not to describe it so completely that you give away the confidential part of it.

 Consider this as a rule of thumb: If you want to say something about the document because it helps your argument or casts my clients in a bad light, it needs to be said in a document that is under seal. But if you just want to identify the document so the judge can find it and look at it, the comment does not need to be under seal.

 Another rule of thumb: If your description of a confidential document is so suggestive that it ends up on the internet blogs about this case, I think you have gone too far. There shouldn't be enough information revealed publicly to permit anybody to draw negative inferences against my clients. I realize this is an after-the-fact test, but I want you to understand how I will be viewing your public commentary on documents that we have designated as confidential.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@

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Ex. E

Subject: Re: questions
From: <walttmd@...>
Date: Mon, 29 Oct 2007 08:34:17 -0500
To:.

Dear Br. *****,

I am not at liberty to comment regarding an IRS interview process. I can say that we hear of various people who say they have been interviewed by IRS personnel regarding 3abn.

But please permit me to answer the bigger question. The IRS can investigate anyone and any organization, and indeed is required to do so if allegations of wrong doing are brought to their attention. You are undoubtedly aware of the many allegations being made against 3abn, including claims that the IRS is investigating the ministry. It is also interesting to note that if one alerts the IRS to a potential problem, and if IRS makes a case and wins, the one making the initial report gets 10% of the take (as I understand it). So we ought not be surprized should our enemies set the IRS on our tail.

I will state again that 3abn has done nothing illegal or dishonest. We have an excellent finance department. We have our books audited annually by a very reputable private firm that has assured us each year that we have done nothing wrong. Before our attorneys agreed to represent us in suit, they had a thorough review of the ministry, including the finance department, and gave us a clean bill of health.

In America we often say that one is innocent until proven guilty. That is, unfortunately, not always true in real life. Furthermore, the Bible is clear that all who serve God will suffer for it. We have enemies who would destroy the work we are doing. To us, this is "proof" that we must be doing something right as a ministry.

Please continue to keep 3abn in your prayers. The devil is not happy, and we need all of the supporting, intercessory prayers we can get.

Sincerely in Jesus' precious name,

Walter Thompson

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

From:
To: [Walt Thompson](#)
Sent: Monday, October 29, 2007 7:46 AM
Subject: questions

Dear Walter Thompson MD,

I am still very interested in the developments going on at 3 Angels Broadcasting Network. I have been discussing all the latest - your new president, board members, the new face on your web site, and the rumors flying around. I am not really into rumors so I thought I would rather write to you directly and check to see what is fact and what is fiction?

I heard that the IRS is in the interview process with your employees right inside your establishment? This is confusing to me if what you have said is true that you, the former board, Danny Shelton, have not done anything illegal or dishonest. Is this a RICO investigation or just a simple criminal investigation?

EX 545

Ex. F**Advent Talk**

Issues & Concerns Category => 3ABN => Topic started by: quaddie47 on July 31, 2008, 03:26:06 PM

Title: Re: Approved SDA Media Outlet Publishes an Article about the IRS Investigation

Post by: Gailon Arthur Joy on September 26, 2008, 02:17:34 PM

SAM,

You remain delusional!!!. Consider a psychiatrist to deal with your ISSUES!!!

In the interim, why don't you ask Danny what the documents just produced from Remnant Publications will demonstrate? If he survives the question, I would love to have a picture of his reaction and a report on his "SPIN" and the "bomb damage assessment". The try the same trash on a Federal Jury!!!

By the way, Thank Duffy for that letter...excellent exhibit as we declare 3ABN, DLS Shelton and their counsel "Knew or Should have known that the allegations by the plaintiff were factually challenged, blatantly false and designed to muzzle freedom of speech and the press and was a misuse of process constituting malicious prosecution...". You will see the remainder soon enough!!!

Wonder if we should add Doug Batchelor and Danny's dear Brother, Ronnie, et al? What a hoax on ASI and adventism!!! What a hoax 3ABN and Danny Lee Shelton are proving to be. Why should a ministry that is a complete farce and represents the worst in hypocritical adventism be allowed to continue in it's current form? Why should a ministry that has repeatedly violated the public trust be allowed to continue broadcasting and "PRETENDING" to be the face of Adventism?

Better come up with some rational basis quickly or the gates of hades will be unleashed upon its own!!!

Maybe, between Anyman and yourself, you can muster up some sort of rational defense, but no jury will buy it!!!

Cry in your soup and pray the Lord delivers you from the justice that is sure to rain upon you.

When you lives in a glass house, one should be very careful about throwing stones!!!

Need the number of a good psychiatrist?



We're in a war... and you can't ration bullets when the war is raging. The Lord has supplied His warriors with a super-abundant supply of spiritual artillery through satellite communications, television, videos, cassettes and much more! Our goal at Three Angels Broadcasting Network is to make these tools available to equip the saints to finish the work of Jesus Christ on this earth. Let's "Ignite America" and the world with the gospel!

Danny & Linda Shelton
President & Vice-President, 3ABN

Three Angels
Broadcasting Network
P.O. Box 220
West Frankfort, IL 62896
(618) 627-4651 (voice)
(618) 627-2726 (fax)
www.3abn.org

Ignite... Your Home Your Church Your Community

Ignite America



Many churches are experiencing great success by using 3ABN as a tool to energize their local congregations and evangelize their local area. Here are seven simple ideas where 3ABN programs can help you ignite your local community!

Ignite America

1 Evangelistic Meetings- Special broadcasts like Net '95, Net '96 and 3ABN's own Satellite Seminar '97 have produced many thousands of changed lives! It's not too late for your church to get involved with upcoming satellite evangelistic events carried on 3ABN!

2 Church Video Library - 3ABN programs are a marvelously inexpensive way to ground new members in Bible doctrines, educate church members and assist in local evangelism. Even the most bashful members can spread the gospel by sharing a video!

3 Church Services- Many churches do not have a pastor available every Sabbath. Your congregation can enjoy videotaped services from all over the country with pastors like John Carter, Dwight Nelson, Doug Batchelor, C.D. Brooks, Dale Lecannon and many more.

4 Children and Youth- 3ABN airs programs designed for children and youth that can be used in Children's Church Services, or during times when childcare is necessary. These programs offer spiritually uplifting object lessons and wholesome values, as well as Bible instruction.

5 Mission Stories- A picture paints a thousand words... on video! Mission stories *come alive* in your Sabbath School when presented via video from 3ABN.

6 Health Education- Many churches have discovered an effective way to present the health message to their community by combining a short 3ABN video health lecture with a cooking demonstration by church members.

7 Cable Access- Evangelize your community by making 3ABN programs available to your local cable station. Most cable stations have a local cable access channel where programs can be shown free of charge!

PLEASE NOTE:
3ABN-produced programs are *not* copyrighted. We encourage individuals to duplicate them for evangelistic purposes.

**Free Digital Dish!
See Next Page...**



1 A. I know which property they occurred on, yes.

2 MS. PETTY: I have no further questions.

3 ADMINISTRATIVE LAW JUDGE: Okay. Anything
4 else?

5 MR. MILLER: Yes.

6 REDIRECT EXAMINATION

7 BY MR. MILLER:

8 Q. And which property did the camp meetings
9 occur on?

10 A. They occurred in the school
11 gymnasium/auditorium, as well as the church.

12 MR. MILLER: Okay. Thank you.

13 No further questions.

14 MS. PETTY: That's fine.

15 ADMINISTRATIVE LAW JUDGE: Okay.

16 (The Witness was sworn
17 by the ALJ.)

18 MOLLIE STEENSON

19 called as a witness herein, at the instance of the
20 Applicant, having been first duly sworn on her oath,
21 was examined and testified as follows:

22 DIRECT EXAMINATION

23 BY MR. MILLER:

24 Q. Good morning, Mrs. Steenson. It's nice to

1 that is carried out.

2 Q. Where that takes place.

3 Do you know if Three Angels videotapes are
4 copyrighted materials?

5 A. They are not.

6 Q. And what does this mean?

7 A. Well, quite often we get phone calls from
8 people that want to make copies of the programming that
9 they see on Three ABN, and actually both Danny and
10 Linda quite often encourage the viewers to copy the
11 programming they see on Three ABN as a witnessing tool,
12 as an evangelistic tool, to share the programs of Three
13 ABN that they copy in their home with their friends,
14 with their relatives, to set up a church library.

15 Always encouraging the churches to set up a
16 church library programming that they taped off of Three
17 ABN. And so I'll get phone calls where the churches or
18 the people will ask me if the material is copyrighted
19 and can they do this, and I say, yes, please do. We
20 encourage you to.

21 It's an excellent evangelistic tool.

22 Q. How has Three Angels affected your life?

23 MS. PETTY: Objection, Your Honor, relevancy.

24 MR. MILLER: It goes to the purposes of Three

1 LINDA SHELTON

2 called as a witness herein, at the instance of the
3 Applicant, having been first duly sworn on her oath,
4 was examined and testified as follows:

5 ADMINISTRATIVE LAW JUDGE: Have a seat.

6 DIRECT EXAMINATION

7 BY MR. MILLER:

8 Q. Good morning, Mrs. Shelton.

9 A. Good morning.

10 Q. Nice to see you today.

11 A. Nice to see you too.

12 Q. Can you tell us your full name and address
13 for the record, please?

14 A. Linda Sue Shelton, and my address is 2954 New
15 Lake Road, West Frankfort, Illinois 62896.

16 Q. And who is your present employer, Mrs.
17 Shelton?

18 A. Three Angels Broadcasting Network.

19 Q. And what is your position with Three Angels?

20 A. Vice President.

21 Q. And how long have you held that position?

22 A. Roughly eight years.

23 Q. Okay. And how long have you worked for Three
24 Angels?

1 A. Yes.

2 Q. During the airtime or the airing of Three
3 ABN?

4 A. Yes.

5 Q. Do you have any idea or knowledge with regard
6 to any written policies regarding providing items in
7 those catalogs for free or reduced charges for people
8 who can't afford them?

9 A. Basically what we have spoken and I do
10 believe there is places that we have written that all
11 of the programs that are produced by Three Angels
12 Broadcasting Network we encourage people to copy them
13 on their VCRs and to distribute them for evangelism
14 purposes, and none of our videotapes are copyrighted.

15 And we do that on purpose so people will feel
16 free about copying our programs on the air and
17 distributing them.

18 If people chose, rather than to not do the
19 VCR thing of copying the programs on the air, they do
20 have the option of purchasing the videos in this
21 catalog and then they can also copy those and share
22 those.

23 Q. Okay. But you don't have a written policy by
24 the Board that says for people who want these items in

000613

[613] EX 551

Ex. J

ILLINOIS DEPARTMENT OF REVENUE
BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS

OFFICE OF THE
ADMINISTRATIVE CLERK
FILED

NOV 25 2002

IDOR
ADMINISTRATIVE HEARINGS
SPRINGFIELD, ILLINOIS

THREE ANGELS BROADCASTING
NETWORK, INC.,

Applicant

and

THE DEPARTMENT OF REVENUE
OF THE STATE OF ILLINOIS,

Respondent

and

THOMPSONVILLE COMMUNITY
HIGH SCHOOL DISTRICT
NO. 112, and
THOMPSONVILLE SCHOOL
DISTRICT NO. 62,

Intervenors

Docket No.: 01-28-1

Case No.: 01-PT-0027

**APPLICANT THREE ANGELS BROADCASTING NETWORK, INC.
POST-TRIAL BRIEF**

FACTUAL SUMMARY

Background

In this action, Three Angels Broadcast Network, Inc., seeks exemption for the years 2000 and 2001 relating to those properties and facilities directly connected with the work of its religious broadcast ministries—its main studio, programming, recording, broadcast, call center, headquarter administrative facilities, and the land on which these buildings are sited. (For a full description of this land, see Trial Transcript (hereinafter, "TT") 26-27, Dept. Exh. 1 & 2.) Ironically, both the Federal Government and the State of Illinois has already recognized Three

A significant amount of Three Angels programming actually originates directly from its headquarters facility. It has two main studios where a substantial amount of religious programming is filmed, as well as a master control facility where the programming is edited, produced, and made ready for broadcast. TT 84-87. Mr. and Mrs. Shelton have a daily religious program, called *Three ABN Presents*, which is filmed in the headquarters studio, in which they read scripture, pray, and interview religious leaders and workers from around the world. TT 85-86, 130. Other ministry programs are filmed in these same studios, along with Christian lifestyle programs, including children's Bible programs and vegetarian cooking classes. TT 86. None of the programming Three Angels creates is copyrighted, and viewers are encouraged to copy the programs to share as a witnessing tool with friends. TT 574.

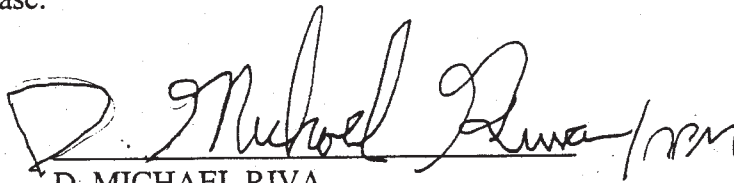
Three Angels' Message and Its Distribution

All the programming created and/or aired over Three Angels is screened so that its content is consistent with and supportive of the 27 fundamental beliefs of the Seventh-day Adventist Church. TT 598. Further, Three Angels keeps a staff of four pastors at its headquarters to carry out this screening of programs, as well as to pray and counsel with viewers who call in on the ministry's prayer hotline. TT 531-533. These pastors also conduct religious services and worships at the headquarters facility, as well as at the local Adventists Church and school. TT 533-34. Daily worship services for each department occur at the headquarters, and once a week there is a group worship for all the employees at the entire facility. TT 534-35, 570.

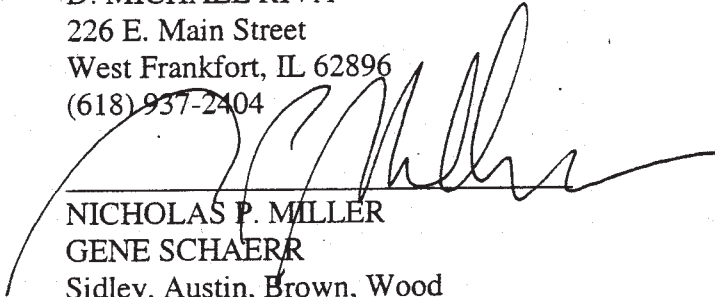
Along with its broadcasts, Three Angels also distributes its message via video and audio tapes, CDs, books and other types of literature. TT 117-118. At times these items are given away, at other times a nominal fee is charged to cover the costs of making, promoting, and distributing the items. TT 118. The activities of receiving the calls, processing the requests, and

and the Fourteenth Amendment. This Court should revisit its order excluding evidence as to Tri-State Christian TV, and should receive the offers of proof regarding that entities tax exemption into evidence in this case.

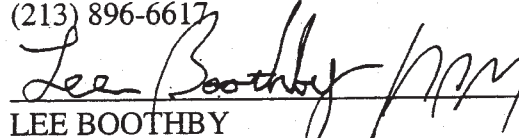
Dated: September 20, 2002



D. MICHAEL RIVA
226 E. Main Street
West Frankfort, IL 62896
(618) 937-2404



NICHOLAS P. MILLER
GENE SCHAEER
Sidley, Austin, Brown, Wood
555 West 5th Street
Los Angeles, CA 90013
(213) 896-6617



LEE BOOTHBY
4545 42nd St., NW, Suite 201
Washington, DC 20016
(202) 363-1773

Attorneys for Applicant

The major amount of Three Angels programming originates from the above properties, most notably the studios and production center. It is there that the programming is filmed, edited, produced, and made ready for broadcast. TT 84-87. The President and Vice-President of Three Angels had a daily religious program filmed at the studios entitled *Three ABN Presents*. This program consists of scripture reading, prayer, devotional thoughts, and interviews with religious leaders and missionaries from around the world. RD par. 26; TT 85-86, 130.

Other ministry programs are filmed in the same studios, including Christian lifestyle programs that highlight Children's Bible programs, Bible reading sessions, health and nutrition segments, and cooking classes based on Bible-based vegetarian diet. RD par. 26-27; TT 86.



None of the programming Three Angels creates is copyrighted, and viewers are encouraged to copy the programs to share as a witnessing tool with friends. TT 574.

C. Three Angels Promotion of Seventh-day Adventist Gospel Beliefs.

The Three Angels board has voted that all programming of Three Angels is to reflect the 27 fundamental beliefs of the Seventh-day Adventist Church. TT 598. The very name of the organization, "Three Angels," has a special meaning for Seventh-day Adventists. It is based on the three angels discussed in Revelation 14:6-12, that herald the "everlasting gospel" to "every nation, tribe, tongue and people." TT 47. The three angels' messages relate to unique and central doctrines of the Adventist church, such as the Sabbath, the final judgment, and the second coming of Jesus Christ. TT 48. This message also includes the need to take care of our bodies and health as directed by our Creator, Jesus Christ, as the body, mind and spirit are closely linked. TT 71-72.

any, received by Three Angels is entirely secondary and incidental to the mission of Three Angels in getting its religious message out.

Requested Relief

For these reasons, the decision of the hearing judge should be reversed, and this Court should grant Three Angels a tax exemption for the properties at issue in this case for the years 2000 and 2001.

Alternatively, this Court should correct the lower court's legal rulings regarding the legal standard of religious purposes, and should remand the case for the hearing judge to consider the testimony of Dr. Denis Fortin and Elder Ted Wilson in arriving at a conclusion regarding the religious nature and activities of Three Angels. If this approach is taken, this Court should also correct the factual mistakes made by the hearing judge concerning the make-up of the Three Angels board and the issue of personal inurement to Danny and Linda Shelton, which is supported by no evidence. Further, Three Angels should be given the opportunity to take the discovery it was seeking on the constitutional issues, including subpoenas and depositions of WTCT-TV, and to present that evidence before the hearing officer.

THREE ANGELS BROADCASTING NETWORK, INC.

BY: *D. Michael Riva* DATE: 3-8-05

D. Michael Riva, Ltd.
Attorney at Law
226 E. Main Street
West Frankfort IL 62896
And
Nichols P. Miller
Attorney at Law
2352 Bond Street
Niles MI 49120



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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = Three Angels

Search Results: Displaying 1 through 2 of 2 entries.

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Resort results by:

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#	Name (NALL) <	Full Title	Copyright Number	Date
<input type="checkbox"/> [1]	Three Angels Broadcasting Network	First 7 years.	TX0006399803	2006
<input type="checkbox"/> [2]	Three Angels Broadcasting Network, Inc.	3ABN today live : New Year's Eve special.	PA0001366250	2006

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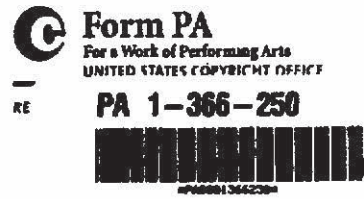
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Marybeth Peters

Register of Copyrights, United States of America



EFFECTIVE DATE OF REGISTRATION
 2-8-07
 Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1

TITLE OF THIS WORK ▼

3ABN Today Live - New Year's Eve Special

PREVIOUS OR ALTERNATIVE TITLES ▼

None

NATURE OF THIS WORK ▼ See instructions

Audiovisual Work/Television Broadcast

2

NAME OF AUTHOR ▼

a Three Angels Broadcasting Network Inc

DATES OF BIRTH AND DEATH
 Year Born ▼ Year Died ▼

Was this contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR { Citizen of USA
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼

Entire Work

NOTE

Under the law the author of a work made for hire is generally the employer not the employee (see instructions). For any part of this work that was made for hire check Yes in the space provided give the employer (or other person for whom the work was prepared) as Author of that part and leave the space for dates of birth and death blank.

NAME OF AUTHOR ▼

b

Was this contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR { Citizen of
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼

NAME OF AUTHOR ▼

c

Was this contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country
 OR { Citizen of
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

2006

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Month December Day 31 Year 2006

Complete this information ONLY if this work has been published

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

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

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2 give a brief statement of how the claimant(s) obtained ownership of the copyright ▼

See instructions before completing this space

APPROPRIATION RECEIVED
 FEB 08 2007
 DEPOSIT RECEIVED
 FEB 08 2007 (5) DVD/A
 TWO DEPOSITS RECEIVED
 FUNDS RECEIVED
 MJP

EXAMINED BY _____ FORM PA
 CHECKED BY _____
 CORRESPONDENCE
 Yes
 No

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
 Yes No If your answer is "Yes," why is another registration being sought? (Indicate appropriate box.) If your answer is "No," do not check box A, B or C.
 a. This is the first published edition of a work previously registered in unpublished form.
 b. This is the first application submitted by this author as copyright claimant.
 This is a changed version of the work, as shown by space 6 on this application.
 If your answer is "Yes," give Previous Registration Number Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
 Preexisting Material Identify any preexisting work or works that this work is based on or incorporates
 None

a 6

See instructions below concerning this space

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed
 None

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account, Name Account Number

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent, Name / Address / Apt / City / State / Zip
 Sherril L. Rohlf Esq. Siegel Brill Gropner Duffy & Foster P.A.
 1300 Washington Square 100 Washington Avenue South
 Minneapolis MN 55401

b

Area code and daytime telephone number (612) 337-6100 Fax number (612) 339-6591
 E-mail sherrilr@sbdf.com

CERTIFICATION I, the undersigned, hereby certify that I am the
 Check only one author
 other copyright claimant
 owner of exclusive right(s)
 authorized agent of _____
 Name of author or other copyright claimant, or owner of exclusive right(s)
 of the work identified in this application and that the statements made by me in the application are correct to the best of my knowledge.

8

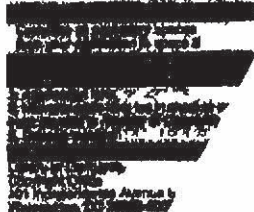
Type or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date

DANNY SHELTON, PRESIDENT THREE ANGELS BROADCASTING Date 02-07-2007

Handwritten signature (X)

Danny Shelton

Certificates will be mailed in window envelopes to this address.
 Name Sherril L. Rohlf Esq. Siegel Brill Gropner Duffy & Foster P.A.
 Number/Street/Apt 1300 Washington Square 100 Washington Avenue South
 City/State/Zip Minneapolis, MN 55401



* If LIRC (Library of Congress) has been notified of a transfer of ownership of a musical work in the application for copyright registration published by Section 408 of the Copyright Act of 1976, the application shall be filed not more than 90 days after the date of the transfer.

Ex. N

Subject: RE: Here's my email, Pastor Dunning.

From: "Brad Dunning"

Date: Thu, 4 Jan 2007 16:09:11 -0600

To: "Bob"

Dear Bob,

Here is my follow up email from our telephone conversation yesterday January 3rd, 2007.

The purpose of this communication is to give you a personal account of how I was assaulted by Tommy Shelton, then Pastor of the Ezra Church of God.

I believe it was in the 1982-83 school year. I was a student in the Ezra Church of God Christian School. I was an honor student and a member of the basketball team.

On the day of my encounter with Tommy Shelton, here is what took place.

I was in the gym playing basketball one afternoon by myself. I had extra free time as I was an "E" privilege student.

Ricky Shelton came to the gym and told me that his dad wanted to see me in his office. So I left the gym and went to the Pastors office. Tommy invited me in and closed the door. He sat behind his desk, I sat on the couch.

He began to tell me that he was really embarrassed to talk about this, but he needed my help. He said that he had a problem with his testicles. It was a medical condition that was causing them to bleed. I asked him if he had been to the doctor. He replied that he was too embarrassed to be seen by the nurses and that he would not go.

He said that he had prayed about it, and God showed him how that he could be healed. He told me that God showed him that if he could apply the sperm of another man, that the proteins would heal his testicles. He then asked me if I would be willing to help him by applying my sperm to his testicles.

Being in shock, I told him that I had to think about it and left his office. I went home that afternoon and told my mother all that had gone on.

I did not return to school. My Mother, my grandfather and I, went back to the school and confronted Tommy. He denied everything and told my Grandfather that no one would believe us and he would win.

EX 561

We then went to the West Frankfort Police department and filed a formal complaint. To my knowledge, no charges were brought against Tommy. Our family suspected that Tommy was being protected by State Police officers who were members of his congregation.

My mother and I moved to Houston, TX shortly after that.

A few years later, we were told that Tommy had been caught with other boys. Some who were personal friends of mine while I was at Ezra.

One of the boys later apologized to me for not speaking up when I did.

My mother received an official written apology from the Church of God. I had not had any communication with Tommy Shelton since that event took place.

If I can be of any further assistance, please don't hesitate to contact me.

Because of Him,

Brad Dunning
www.facs4u.com

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

From: Bob
Sent: Wednesday, January 03, 2007 5:43 PM
To: Brad Dunning
Subject: Here's my email, Pastor Dunning.

Thank you for talking to me.

May God be glorified, may sin and Satan be vanguished, may God's will finally be done on earth as it is in heaven.

Bob Pickle
(218) ***_****

Dr. Mr. Pickles,

I cannot begin to tell you the grief and heartache I feel right now. If I start at the beginning, I can tell you my husband and I were staunch supporters of Tommy Shelton for all the years he ministered at Ezra Church of God. My family attended there when it was a small, one room building with an outhouse. Tommy performed our wedding ceremony in that small church. We continued his following into the new building across the street. The building, by the way, that was built by his brothers (Shelton Construction) and is one foot shorter on one side than the other. Danny, evidently, had not found his true calling at that time.

I worked closely with Tommy for all those years, and each time allegations would arise, he would call me in his office and recite the cover-up story he had carefully planned. He personally told me about Brad Dunning and the mistake he (Tommy) admitted making by trying to meet with him alone to find out if he had indeed made advances to the other boys in school. He again called me in his office when he was caught with another student from school in a bald-faced lie. He was very convincing to be sure. As I said, I stood against his accusers because I thought there was no way any of this could be true. The students had grudges against him, other people misunderstood the situation, excuses he spoon-fed his followers and we regurgitated at appropriate times.

As a mother, I will never forgive myself for my own absorption and mindless following of Tommy's plight that I missed clues within my own family. For that reason, it took 25 years for my own son to admit he, also, had been abused by Tommy. The scabs that had covered his own pain for so many years were ripped away this week when new allegations arose and more of his friends broke their long, overdue silence. A dam broke when he was forced to step back to that dark place he had sealed up so long ago. His only excuse was that he knew I hadn't believed all the other boys, he didn't think I would believe him either. Because of this simple statement, I will live with my own guilt and regret for the rest of my life.

Also, in hindsight, I blame Carol as much as Tommy. How could you, as a mother, turn a blind eye to what you knew he was doing? You were condoning it by keeping your silence. How could you rob us mothers the opportunity to help our sons grieve and help them begin their healing? You turned your cold heart to us and allowed Tommy to continue with his sickness clear across the United States. You did him no favors by "forgiving" him, when what he needed was help to get well. Instead, he kept infecting others and you stood at his side and helped him. As far as I know, you stand there today with the same blood on your hands.

Professionally, I have a Master's degree in Social Work. When I look back at the church in those years under Tommy's leadership, I see that the black seed of his sin was at the very core. I see the many families he split in two because of his lies and cover-ups. Some of these never recovered. When I look at the lives of the boys he abused and see where each of them is today, I know that many have internalized the abuse and are still living with the guilt he placed on their heads. The guilt that forced them to face their

feelings alone as they kept their silence against the man placed before them in a position of power and authority by their own parents. The boys who have never worked through the process of grieving over what they lost. There should be a special punishment for a person who abuses the trust of children and shatters their dreams; a special punishment for the man who ripped the joys and pleasures of childhood from young boys and changed their self-perceptions forever.

Moreover, can anyone imagine the guilt and regret of the mothers who failed to be there when their children needed them the most? Mothers who will always feel they failed at the job God blessed them with by not doing enough to protect their children against this evil.

Anyone still protecting him, Carol, Danny, 3ABN, or the attorney who keeps spouting about statute of limitations, your hands will also be held accountable for the evil you work to cover up. There is no "stature of imitations" on the pain and suffering these boys feel- it doesn't go away after a set number of years- it's there for the rest of their lives. Come forward now and get him the help he needs. He admits to having a "sickness" and you have failed him as we have failed our children. Help the healing begin for everyone involved before any more time goes by.

From a mother's heart.

Ex. P

02/04/2007

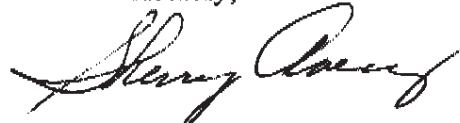
Dear [REDACTED]

I'm so sorry for taking longer than I first told you, we were at the Hospital everyday with a sick friend and I just couldn't get this together. It takes me longer to do things in my old age....

I hope this will give a little insight to what went on that day, I forget some things that have happened in my life but that day stuck in my mind forever. I really pray that these boys will soon get peace from what they have carried around with them all these years. I do not feel any animosity towards the people at Ezra Church of God, I have felt hurt but God has helped me all these years. I can tell Judy Woods has been deeply hurt and disappointed by Tommy and Carol; I know exactly how he can make you feel. He use to come to my house and talk for hours about his feelings for Carol. He said he worked on programming his mind so that if he was ever in an accident he wouldn't say the wrong things if he was under a mind altering drug. I think I know what he was trying to keep from saying.

God Bless your efforts in these matters with 3ABN and your Church, we will certainly keep you in our prayers.

Sincerely,



Sherry Avery

EX 565

This will take a while to explain but let me start by saying in 1975 my husband and I were married at Ezra Church of God by Tommy Shelton. We were very close to Tommy and Carol (his wife) for a number of years. I had lived in Paducah with mutual friends before I was married; they were like family to all of us. We had a wonderful Church Family and God blessed my husband and me with two wonderful boys.

The problems started of course with the first accusations of misconduct with Brad Dunning. I knew Brad as a fine young man, he didn't go to our church but I knew his mother and grandfather. I didn't know quite how to handle what I had heard and I wasn't 100% sure of what went on. I couldn't feel free to disbelieve my pastor but I asked God to show me the truth before I could blame anyone. I just had to be sure I was right. What made it harder was that our mutual friends (from Paducah) had told us a couple of years before that they felt uneasy about Tommy bringing boys to their home and always wanting to council them in his room. This was tearing on me as I prayed that God would please make things clear to me so I could be 100% sure.

In late October 1984 I went to our mutual friends' weekend home (in West Frankfort) to look in her closet for the size of a blouse, her birthday was the next week and I wanted to buy her a gift. When I drove up to the house I saw Tommy's car in the driveway. I also saw two boys raking leaves in the back yard. I went to the door and rung the doorbell but no one came to open the door. I then went to the back yard and asked the boys (they were from our church) if they knew what Bro. Tommy was doing in the house. They said they hadn't seen him and that his car was there when they arrived. I went around to the door again and opened it with my key. When I went inside I saw both bedroom doors shut (unusual for my friends to shut these doors). This made me very nervous; I thought to myself "would Tommy have another woman in this house".... I turned and went to the front porch and when I turned around and came back inside there was Tommy in his sock feet coming up the stairs from the basement. He said he was checking to see if there was water in the basement floor. I thought that was very strange for when I went to the bedroom the door was opened and someone was in the bathroom. I asked him who was in the bathroom and he said it was his son Ricky. I went into the bedroom and the bed was a total mess, the bedcovers were in all in disarray. I was really getting nervous now and I went over to the closet and looked inside for the size and then got out of there.

I drove out to the church and walked into the Christian school gym and there was Ricky playing basketball with other boys. I then went upstairs where I knew they were having a meeting with new prospects for the school; I saw the principal's wife and motioned for her to come out. I asked her where Tommy was and she said he was with a certain boy somewhere.

I went to my car and proceeded to drive back to the house and on the way I saw Tommy's car coming down the road, I was sure the boy had hid when they saw my car coming down the country road. When I got back to the house I went inside and found the bedroom doors opened and the bed all made up. I walked back to the front porch and Tommy drove up. My question to him was what is going on? You've been caught haven't you? His reply was "I knew you would think that something was going on." I

was just cutting his hair. I asked him why the bed was a mess and he just said, "I don't know." He said he didn't have a chance anymore he had to hide everything he did because everyone would think the worst. He then told me he would leave the church. I told him to do what he thought he should do and I left.

That afternoon he sent Carol to talk to me. She told me I was mistaken on what I saw and he was just trying to help this boy. She said I was just jealous of Tommy and his relationship with our mutual friends. I thought why or how would he come up with that? She told me it would ruin the church and it would be my fault. We talked for hours that night just enough for me to question what I should do. I decided I would not tell anyone what went on that day but continue to watch and pray for God to tell me what to do. I thought it was enough to scare Tommy into changing his ways. I wanted him to get help.

Several months went by and I was praying constantly telling others I had a great burden and needed them to help me pray about it. One Sunday, while at the same house with my friends, Ricky came in. He was really upset; his dad was going on another trip and was taking one of the young boys with him (the same boy that was at the house with him that day in October). Ricky cried and asked why his dad would take these other boys and not take him. Well, that did it for me. The next day I went to my friends (the mutual friends who owned the house) and told them the whole story. They both realized that Tommy had a problem and I will never forget the words said, "even if he were my blood son he must be confronted, he must pay for his sins." That's all I needed, I had to go home and talk with one of the leaders in the church, the Sunday School Supt.

I told her (the Sunday School Supt.) what had happened and she told me she had been seeing things that didn't look right to her and she and her husband had questioned it. Her husband had seen cars at the church late at night when he had come home from work on midnight shift, cars that belonged to young boys. I told her I wanted to see the church get him help, he had a problem that was more than we could handle. She hugged me on her front porch and told me it would be taken care of.

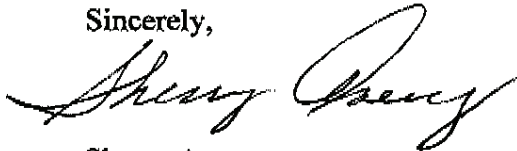
Just two days later at Prayer Meeting she stood up and testified and ended with I love my pastor and I stand behind him 100%. I was shocked. Of course Tommy wasn't there because he was sick.

The next Sunday the Asst. Pastor and Principal of the Christian School stood up and said Tommy was having a nervous breakdown and would be out for a few weeks. That night he stood up and said, "everyone that is behind our pastor stand up". Well, everyone stood up but me. I think I was in total shock at what was happening. The people that knew my life and me began to wonder what was going on, they knew something wasn't right. They began to call me but I still didn't tell what was going on, they soon got wind that I was jealous and trying to destroy the church.

Soon I did have to explain in detail what was going and what had happened. There were many supporters of Tommy's that gave our family a hard time, even to the point of

writing nasty letters to my mother-in-law, who didn't have a thing to do with what happened, she had been gone from Ezra Church for a long time. I think maybe there should be some apologies made before there can be healing. Even the young men that came forward had terrible things said about them, some supporters made the comment that you couldn't believe these boys because they weren't Christians and going to church. I wonder how many young men that were molested by their Pastors are in church today? It was hard enough for me to ever trust a pastor or the church people again. I lost all confidence in those people that knew what was going on and still backed Tommy, yet I didn't lose hope in the God I knew. These were the things that led to Tommy losing his credentials with the Church of God, Anderson, Indiana, the awful sins he committed against the Children! Those that are still backing Tommy (I think we know who they are) need to realize that the judgment is coming and is swift. The Devil wants to deceive us all, open your eyes people it's time to make it right.

Sincerely,

A handwritten signature in cursive script that reads "Sherry Avery". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Sherry Avery

2458 Gallows Rd
Dunn Loring, VA 22027
703-573-2527
703-573-4090 FAX

Community Church of God

Pastor Tommy Selen

Nov. 2, 1998

Dear Duane,

When Brother Glen was here a couple of weeks ago, he shared with me that you have been going through a hard time. He didn't go into a lot of detail, simply asked me to pray for you.

I do not know all that you may be going through, but don't give up hope because things can be better than you ever dreamed possible.

Last January, things in my life rather came to a head. Of course, you know that several years ago I struggled emotionally -- was in the hospital etc.. For many years now, I have been stressed out, burned out and angry on the inside.

For at least a year prior to this past January, I began to be not only depressed, stressed out, short tempered, but totally overwhelmed by everything. The smallest problem seemed like a mountain to me. I could not seem to focus on what I needed to be doing and seemed to have no control over my actions or thoughts. It reached a point where my family was beginning to really suffer because of my actions -- my blood pressure was out of control -- I even had a mini stroke. Finally, my family more or less gave me an ultimatum -- get help, or! I am not sure what the "or" might have been but I decided to seek help.

This was a tremendously hard decision to make. I had always felt like if a person could just get spiritual enough they would not have any emotional problems. On top of that, what would people think -- especially my congregation -- about their pastor seeking counseling?

Long story short I entered a six day, in-house treatment program, followed by one hour counseling sessions three times a week for several weeks, then two counseling sessions a week for several more weeks, down to 1 counseling session a week for several more weeks. I was in counseling for more than six months.

I can't tell you what it did for me Duane. First of all, just the miracle of God leading me to a Christian counselor (he is not just a counselor, this is his ministry) -- it was a miracle from God to find someone like him in such a large area that we live in. This proved to me that God loved me just like I was, with all of my brokenness and pain, anger etc. This counselor was the first person I was ever able to totally open up to and be totally honest with.

Where Salvation Makes you a Member

November 2, 1998

Page 2

In the process of time I was able to resolve issues in my life that I never understood -- deal with deep down anger -- lay aside resentment (some of these things I did not even really realize I had down inside until I was willing to talk about it.)

In addition to the counseling, the doctor also discovered that I had a chemical imbalance. I learned about that years ago. You may remember when I was hospitalized before I was diagnosed with a chemical imbalance and put on medication. I only stayed on the medicine for a short time because I felt condemned being a preacher and having to take medication.

I now understand how ridiculous those feelings were. If my arm were broken, I would get it set. If my body lacks certain vitamins, I try to put them in my body. If my brain lacks certain chemicals, why would it be wrong to supply those chemicals? I now realize that I was a victim of a lot of unscriptural teaching along these lines. I now I take a small amount of medication every day for this chemical imbalance with no feeling of condemnation, and I can't tell you how much brighter the whole world looks to me.

For the first time in my life, I no longer struggle with certain issues that I had struggled with most of my life. I am no longer overwhelmed, angry or hold resentment. I feel like my life really has a purpose now and I can serve the Lord as never before.

I want to quickly say, that God was my healer -- without Him all of the counseling and medication in the world would not have solved my problems. I am very much aware now that God wanted to heal me years ago. My lack of being healed was not because He was not willing to do it. I now know that I had so many scars, so much pain, so much guilt from actions that I could not even comprehend the reasons for, that these things were like walls that kept God from being able to get through to me. It's not that God cannot do anything, but He does not forced himself on us. Because of all my scars I really didn't know how to surrender to Him to the point that He would be able to heal my emotions.

It was through counseling with this Christian counselor that, one by one, I could tear down the walls that hindered God from administering the healing that He had always wanted to give me emotionally, spiritually, physically -- in every way. I truly am a new person. I am just so sorry that it couldn't have happened years before.

I would give everything that I own if I could live my life over and pastor Ezra church of God the way that I am now. So many things would be different. I did the best I knew how when I was there and I know that there will be some people in heaven because of my ministry there. However, I also know that I caused a lot of pain in many people's lives and for that, I am truly sorry. I am sorry if I brought pain to your life. I am not making excuses or trying to avoid responsibility -- I am simply explaining that I could only work with what I had to give at the time and that was not much. Much of what I should have been able to give, and would have like to have given, was impossible because of the emotional scars inflicted on me in my younger years.

November 2, 1998

Page 3

Now that I am better, I can do one of two things with my life. I can sit back and do nothing except regret the past or I can give all of the past to Jesus and see if He can still use me in the time that I have left. I have chosen to do the latter. At present, He is using me and I praise Him for that.

I have written all of this to you because you and I have been good friends in years past. You have shared quite a lot with me about yourself and I just wanted you to know about the help that I have received. I know that you will be happy for me and I want you to find the happiness that I have found. Whatever your struggle is now, it's not hopeless. A year ago I felt hopeless, but now I have hope.

Let me assure you that there is nothing degrading, or spiritually wrong, with seeking the help of a CHRISTIAN counselor. The stigma that some people attach to receiving help from a counselor I have learned comes from ignorance. Our emotions are God given and when they become ill, due to pain inflicted on us by others, God would have us to seek Him and the help of someone who is trained in that area if necessary.

I share all of this with you, not because I am trying to be your counselor (I can't be) but in hopes that you will be encouraged that God is still on the throne and the pain that I know you feel, can be healed. When we were in Illinois, Carol saw a counselor named Kent Maddox. He was at the church where sis. Keefer works or worked. A Baptist church I think. She liked him. I don't know anything about him myself but if things get really tough you might want to talk to him.

I want to take this time to thank you for the years that you stood behind me and was part of my ministry at Ezra. I had no more loyal friend there than you and I appreciate that. I know that you have a good pastor now in Bro. Glen, and I hope that you will give him the same love a loyalty that you gave me. He really cares about you.

Always know that God loves you, even when you can't feel it. He is more real to me today than ever before in my life.

I am holding on for you,

Bro. Tommy

Ex. R

Subject: FW: Re: Hello
From: "Duane Clem"
Date: Mon, 08 Jan 2007 17:24:24 +0000
To: bob@...
BCC:

It is with great heaviness of heart that I forward this email. Please be very conscientious about it's use. I hope this can help bring a resolution to the horrible situation at hand.

From: "Tommy Shelton"
To: "Duane Clem"
Subject: Re: Hello
Date: Mon, 13 Jun 2005 20:53:09 -0500

Hi Duane,

I received your e-mail a couple of days ago. I guess you sent it longer ago than that, but I am not home several days a week. It sounds like you are doing what makes you the happiest - being involved in Gospel music.

Duane, I have spent the last several years trying to straighten my life out. As you well know, I had a big problem and should have gotten help years ago or got out of the ministry. To be honest, I really didn't know that I needed help then, but of course I know now. At the time, I knew that I loved God and wanted to help people, but my problem always got in the way.

You will remember that before I went to D.C. I apologized to you and told you that I wanted to make a new start and I have been trying to do that ever since. I've been honest with my wife, whom I almost destroyed with what I did.

I have been honest with her that some inappropriate things happened between you and me - all my fault - and I also told her that you resisted every attempt that I ever made. You and I both know that is true. I know now that I took advantage of how much you cared for me, and I am shocked that you will even speak to me.

Because of what I have done to Carol, you and others, it is not good for me or you to try to rekindle a friendship. Please understand, the last thing I want to do is hurt you more. I've hurt you enough for a life time. I'm sure that you have felt that I have abandoned you, and you are right, that was part of my sickness - run when things got hot. For all of this, Duane, I am so sorry.

If it would help you with some of the hurt you have experienced, Carol and I are both willing to sit and talk to you. Although Carol was very hurt at you for several years for continuing to be friends with me when you knew she

didn't want us together, she too has been working on finding healing and has forgiven us both. Naturally she could never be comfortable with me having a one on one friendship with any one from the past, she is willing, however, to do what ever she can to help if you may be still carrying some scars from my relationship with you.

Carol may possibly write to you too, just letting you know that we do care what happens to you and if there is anything we can do together to help, or help make things right, we are willing to do. If you need to ask her anything, we share the same e-mail account.

I do thank you for the many years that you were a friend to me. I loved your mother deeply and cared for all of your family. It is unbelievable that I could make such a mess out of everything. I hope you can someday find it in your heart to forgive me - I am really trying to do right.


Tommy

Dave vs. Carl: The Insignificant Championship Series. Who will win?

<http://clk.atdmt.com/MSN/go/msnkwsp0070000001msn/direct/01/?href=http://davevsCarl.spaces.live.com/>


March 27, 2006

On March 24, 2006, our office went out to lunch at Home Town Buffet. Those present were Rita, Leonard Westphal, Katherine Tayabean, Kathy Bottomley.

 Leonard and Katherine were sitting next to each other and as the meal progressed, Leonard stated making comments about the fat people that come to eat there. Then he went on and commented about being careful who you marry and about the fat person being on top of the skinner person in bed. Be careful not to be on the bottom. He went on and on and then proceeded to tell us about a case where he knew of a couple that went to a hotel and got drunk and she was so fat that when she rolled over on top of her husband, she crushed him. In the morning every rib in his body was broken.

Leonard kept on making these kinds of comments and was leaning in towards Katherine and his face was inches from hers. He was looking at her while making these comments. I felt uncomfortable by these comments and I'm sure Katherine must have been. Katherine just looked down at her food, kinda blushed and was real quite and was picking at her food.

I think Rita was embarrassed, she told him to knock it off.

 Then Leonard kept up these kinds of comments and started saying that the people are so fat, the probably don't even know what's running between their legs. That a person could run between their legs and they wouldn't even know it.

He continued talking like this. He finally stopped.

Then when we were done eating he started talking with a couple and visiting with them. He told them the three of us ladies were his wives. We just laughed and Rita corrected him. Then he told the people where he worked and what kind of work he did. Rita gave the people one of her business cards and I handed them one of Leonard's cards that I had with me.

Subject: Fwd: FW: Help
From: "Kathy B."
Date: Sun, 25 Feb 2007 16:58:53 -0800 (PST)
To:

Note: forwarded message attached.

██
Okay, here goes:

This is a copy of an email message I sent in fear and desperation to Larry Ewing.

Ervin left because LW told him he was fired for confronting him. Ervin was also afraid for my safety not knowing I was writing to Larry Ewing.

What I didn't know was that if I logged off the computer before the message was sent, it would be stored until you logged back on. Rita came into my office and I quickly logged off not knowing it wasn't sent.

I later logged back on checking the email messages. Then it was finally sent to Larry Ewing. I couldn't get Mollie to understand this. I also had a visitor come into the office to donate money. LW showed him around and had me write a receipt. During the time the visitor was being shown around the office, Larry Ewing called. He could hear LW in the background talking to someone at my office doorway. We paused our phone conversation. After he hung up, I had to take the money from the visitor and then write up the receipt and get LW signature on it. Then issue the receipt to the visitor. Only after that time was I able to leave!

However, Mollie can't seem to understand that. Did she just want me to walk out in front of the visitor, etc?

Okay, what happened that morning: After Ervin had a short worship reading, LW had to get his "two cents in". He went on making abusive comments, putting down others, affairs that other Pastors have allegedly had. Then during prayer time LW went on with the abusive prayer. Yes, making abusive comments about others during prayer!!!

It was bad. Ervin blew up at LW. He got up from his chair walked over to the edge of LW desk and raised his voice at LW for 10 seconds. He was tired of the abusive behaviour, it was unacceptable, etc. He/we didn't appreciate listening to the abuse day after day. That it went to far with the abusive prayer. For several days prior to this, LW was constantly putting down the work of the Florida office and making abusive comments. LW bolted from his chair and stood face to face with ET screaming, red faced, sweating face, bulging veins in the head and side of the neck!! LW started to raise his fist three times. He nearly hit or shoved ET three times. Rita tried a couple of times to stand up and seperate LW from ET put LW just kinda pushed her aside. The second time Rita got a shocked look on her face and sat back down. Both Rita and I stayed in the room and witnessed what was said and done.

Then Ervin told LW that while he was gone the past July, that he had a former employee send information of phone numbers, contact information for people from Florida who had done business with our office. Also, inquiries. LW refused to let this be done earlier, only names. He didn't want Trenton to have any information. Just go do it on your own attitude.

LW called him a liar, he didn't do that etc. Then Ervin turned and looked at me and asked me if he did that. I said, yes, Leonard he did. (Even Larry Ewing wanted that information sent to Trenton).

After I confirmed this LW went into a worse rage. He told Ervin he was fired to get out. Kept screaming, then slowed down and said, go to your office until you calm down. Ervin went and packed his things, called Larry Ewing on his cell phone.

I sat frozen to my chair and listened to Rita and Leonard talk. Leonard denied that he would do any such thing.

When LW has these "spells" I don't think he realizes what he says or does!!!

I then went to my office to start the work day, the first thing I did was to send an email message to Larry Ewing not knowing that Ervin was already talking

to him.

Larry Ewing is one of the people to report to if you have problems with you manager. There are about three management people one can report/talk to.

Then the calls started coming in, LW demands, and the visitor coming in. It wasn't until just before lunch time that Larry Ewing called me with the message from Mollie.

LW has had other outbursts yelling rages, but none like this one. Each time he has one it was worse.

I think that I had every right to be afraid. I've sent you other information about the calls and email messages.

Why Mollie can't understand why I would be afraid. Maybe it's because she's used to seeing this type of behaviour from Hal? Did Hal act like this after drinking, I don't know.

Okay, this is bad, please forgive me if your uncomfortable with it!!

LW would frequently make comments about what he thought was taking place with Trenton and Orianna regarding their "private" life. He didn't say it that way. That "Trenton probably got his jollies from Orianna whipping him". "That she chased him around the house/bedroom whipping him". "Trenton was such a whimp". I told Leonard that was inappropriate and not true.

One day in disgust, I said, how would you know, where you there? What she whip him with, a wet noodle? He was quite for awhile.

Another time in embarrassment, Rita told him to knock it off, that he was such a jokester. I'm sorry but that isn't joking!! Yes, these are just a few types of comments we endured during our daily worship time.

Leonard like to make the "in love schoolboy" eyes at the new young female employee. She tended to laugh and giggle alot with Leonard. Oh, the bat the eyes, etc. Giggle like a teenage girl in love. One time during worship, LW had her stand up so he could demonstrate how the greeters at church should shake hands.

He held her hand and then kept stroking her hand!! She just batted the eyes and giggled!!!

Oh, yes, let's keep this kind of man as director of Trust Services, Danny, Mollie, Walt and 3abn board members.

Maybe later, I'll share about how he treated vendors and donors.

Yahoo! Music Unlimited
Access over 1 million songs.
<http://music.yahoo.com/unlimited>

Subject: Fwd: FW: Help
From: Ervin Thomsen
Date: Fri, 14 Apr 2006 16:30:15 -0700 (PDT)
To: Kathy Bottomley

I just retrieved these and am forwarding them to you.

Trust Services <TrustServices@3abn.org> wrote:

Subject: FW: Help
Date: Fri, 14 Apr 2006 18:25:55 -0500
From: "Trust Services"
To:

From: Trust Services
Sent: Tue 4/11/2006 11:33 AM
To: Larry Ewing
Subject: Help

Larry,

Help, things are at a crises point here. I don't know Mollie's email address.

I will probably be fired for this.

But things are very heat and angry with Ervin and Leonard.
Ervin just walked out until Leonard calmed down.

Things are out of control in this office and we've kept quite to long.

Ervin wants me to leave also!

We've been told to never talk about what goes on in this office.

But this display of anger is wrong!

Kathy

Please email me or try to call me if you have any questions.

I'm not sure if it's safe for me to remain here right now.

Fwd: FW: Help.eml

Content-Type: message/rfc822

Content-Encoding: 8bit

Ex. U

Print - Close Window

YAHOO! MAIL

Date: Tue, 11 Apr 2006 13:09:13 -0700 (PDT)
From: "Kathy B." <[REDACTED]>
Subject: Work today
To: Larry.Ewing [REDACTED]

Hi Larry,

I'm home for lunch now and taking the rest of the afternoon off. I told Rita I was going to lunch and not coming back this afternoon because I was too stressed from this morning.

She was on the phone and just rolled her eyes at me like oh, bother.

I did fax some things to Mollie already. One thing I wrote this morning I couldn't find real quick before I left. It was dealing with her mishandling a phone call and barging in on one of my calls. I called Marguerite Kalchert on Monday and apolized on behalf of 3ABN for Rita's barging in on the call and her behaviour.

Marguerite thanked me.

There is so much more that I could have told Mollie, but I figured she had probably heard a lot of it from someone else.

I gave Mollie my home telephone number: [REDACTED]

Here's my email address you can send messages to:

[REDACTED]

Thank you for your assistance and prayers regarding this matter.

I'm still trembling from this morning so I'm going on a walk and wishing that I could talk to Miss Brenda!

Pray for God's leading in what's best for 3ABN when Danny and Dr. Thompson talk today!

Sincerely,

Kathy Bottomley

Do You Yahoo!?
 Tired of spam? Yahoo! Mail has the best spam protection around
<http://mail.yahoo.com>

EX 580

Ex. V

YAHOO! MAIL

Print - Close Window

Date: Wed, 12 Apr 2006 08:31:02 -0700 (PDT)
From: "Kathy B." <[REDACTED]>
Subject: Trust Services Department
To: Mollie.Steenson@3abn.org

April 12, 2006

Mollie Steenson
 3ABN General Manager
 P.O. Box 220
 W. Frankfort, IL 62896

Dear Mollie,

This letter to is to inform - update you on other workplace issues within the Trust Services Department. Back in February two or three times Leonard wanted to try and fire me for what I call non work performance issues.

In November Rita and Leonard had not gathered boxes for us to move the office. It was suddenly time to move the office area and there were no boxes to pack in. Leonard brought us some huge boxes that had used and unpacked at the other house. They were too big to use. In the afternoon he finally decided to borrow some of my boxes I had bought when I moved. Ervin and I came over to my garage and got the nicely folded boxes with lids and took them back to the office.


When we got back to the office I was injured getting the boxes out of the trunk. This was when I received my concussion. This was also the same day Leonard told us we could not take lunch, we had to pack and move. Leonard did go get us each a burrito to eat. However, we had to keep working.

In February I had made a comment about a couple of boxes that had been thrown out and wanting the other boxes back. Katherine went and told Leonard and Rita and Leonard became furious at me. He wanted to fire me because "I talk to much". He had Rita talk with me. I told Rita that had no grounds to fire me. I mentioned to her that wouldn't be a wise idea. During this conversation I mentioned to Rita I was tired of Leonard's sexual inappropriate bedroom trash talk of Trenton and Oriana. She told me, see there that proves that you have a critical mind, etc.

The typical comments during worship and after worship are that Oriana is a strong woman and she whips Trenton in line. She whips in the bedroom and chasing him around the house. Trenton must get his jollies from her whipping him, etc. These comments happened on more than one occasion. The last time he said, this I

EX 581

said yeah right, she whip him with a wet noodle? I was so embarrassed listening this kind of talk from him!

 Rita said, oh, your just too sensitive, he's just joking around when he talks like that!


Previous to this both Leonard and Rita had "talk" to me regarding Michael Wilson calling and asking me about if a fax was received. When I asked Katherine she blow up at me.

She went and tattled to Leonard. Meanwhile I had written up what had taken place and gave it to Leonard. He was furious at me for putting it in writing. I did this because in the past when Dene was there and we talked about a problem, he would conveniently forget about it and say we never told him.

He told Ervin that he was furious because I put it in writing.

There are so many more issues/things that any of us could mention however, I think we have given enough examples to paint a picture of what is taking place.

Since these issues in February, yes, I have started looking for other work. I really love my job and what I do. I feel it is a privilege to be working for the Lord and 3ABN. I prayed that God would lead me to the right job where I could best utilize my skills and talents to glorify him. But to have to endure this? Only by God's grace and strength and encouragement from (Ervin, Trenton, Oriana) to hang in there and wait have I been able to continue.

 During moments of my personal pain, I've asked myself and God, isn't 3ABN theme Bending Broken People, not Breaking people? God you didn't let me leave an abusive marriage to come work for an abusive boss!

I pray that these issues can be resolved and pray that the Lord leads Danny Shelton, Walter Thompson and others that may be involved in the decisions needing to be made.

I really enjoy working for 3ABN and would love to continue, however, not in the present working environment of the Trust Services Department. Yes, at this point in time I plan on staying and working for 3ABN.

If you have any questions, please feel free to call me or email me.

Sincerely,

Kathy Bottomley

Do You Yahoo!?

EX 582

http://us.f605.mail.yahoo.com/ym/ShowLetter?box=Sent&MsgId=5862_2637454_5620_633... 4/18/06

Ex. W

From:
To: "tcd 50"
Subject: Re: 3ABN
Date: Wed, 28 Feb 2007 00:42:54 -0600

Hi Kathy,

I just finished reading your emails. You have been through _____ and back between 3ABN and your divorce. Please know that my heart goes out to you. Just remember, God gives us mountains so we can learn how to climb! (Words to a country song...) Are you enjoying your new job? I do hope so!! **Yes! What a difference in the work enviroment and manager! Yes, I've been through a lot and I'm sure you know that what you've read is just part of what happened both for my divorce/church and then 3ABN.**

I do have a personal question for you, which of course you don't have to answer!! But I'm just wondering, what is your objective now with regard to 3ABN and LW? What are you looking to accomplish in that regard at this point? There is no hidden meaning in those questions - I'm just curious. **I guess I was naive, in hoping that DS and the board would hold LW accountable. That we as employees had "rights". Now that I've learned/read more about what's going on at 3ABN, I wish for accountability, law abiding from DS, Mollie, the board. I keep praying for the Lord to speak to their hearts. I don't wish for 3ABN to be shut down. The ministry has done a good work. However, I wish that there could be a change in the leadership and probably the board. I do know that Ervin and Trenton talked and emailed with other board members also. So yes, the board was involved with the trust dept. issue. I keep praying for DS and a true repentance. I've been told by others no, it's too late for Danny. Don't pray for a true repentance for him. My response is, It's never too late. (not till Christ comes again)**

As for LW he's a hurting little boy, all grown up! He has so much hatred towards blacks. When we were looking for a new worker, he told me: I don't want any blacks, people with funny sounding last names or accents or little kids. He frequently made racist comments regarding John Lom. at 3abn, the spanish group at 3abn. He was furious when 3abn gave one million dollars to Wintley Phillips new minstry.

LW would even write racist comments in his dicated letters. The new girl would sent the letters out that way! There was a backlash from DS and Mollie to LW for this. They sent him a letter.... No, it's not the first time DS and Mollie have had write to LW regarding comments in letters.

Whenever LW would try to dictate a letter to me like that, I would say to you really want to tell that to...whomever or DS? Then I won't put those comments in the letters.

We had hoped to stay on at 3abn and replace LW, however, after being let go, and learning of BSDA and hearing more of things going on, I wish for accountability. People have tried the Matt. 18 principle regarding 3abn....

I wish to protect the assests, money of all the trusting donors! Some of those people can't afford to give in one dime, yet they want to help the Lord's work. It just makes me sick to read/hear about how

EX 583

DS is spending the money, etc. I've wondered about the taking money overseas issue. Banking it over there and then not reporting it on the taxes, etc. I really don't know LE well enough, but if he knows this is happening it makes one wonder. It's not my place to judge LE. He seems like such a nice person from when I've talked on the phone with him.

If LE or MW couldn't find something, they would call and have me check it out/research for the answers.

And I'm also interested in your opinion of the corporate accounting group, including Larry Ewing, Michael Wilson, Kim Smith, etc? Then in the same vein, do you have a feel for what LW's opinion was of the same group? I really don't know the group that well. I think I talked with Kim a couple of times. I've talked with Larry Ewing frequently and he was always professional and couresty! After leaving 3abn and learning more, I've wondered about LE. Does he realize the trouble he could be in legally if he is abating false accounting pratices at 3abn? Michael Wilson was generally pleasant to deal with on the phone. We dealt frequently with him since he was "in charge" of dealing with the trusts and annuities at the corporate office.

There was a trust that was so mishandled by the old office staff. When I did the audits of all the files after 2 -3 months working there, I found incomplete files, things missing from the files, etc. Ervin and I wrote up a check list of things to check in the files. Since I had an eye for detail, I went through each file first. If I found something missing/wrong I would make a note of it on the check list. Ervin would then check it and verify it. We would take the appropriate action. We made lots of calls or emails to Larry Ewing and Micahel Wilson during this time period.

By doing this audit I found that 2.5 million dollars was slipping through the cracks! I was able to get the files completed and the donors to sign the agreements. Then I sent the information to corporate. For one of these large agreements, Michael Wilson had no paperwork from the previous staff! They were shocked to get a large trust agreement form to sign! Michael quickly called/emailed me and asked for the paperwork!

I meet MW when he came out to Loma Linda in January of the yr. we were terminated. He was amazed at the work load I did. He commented that 3abn should hang on to me.

I will be talking in detail with ***** tomorrow. My prayers are with you! May the Lord give you with the wisdom and words to speak. *****

God Bless - Kathy

Feel free to call or email me if you need to. Either email address is fine with me. I used ***** for 3abn board issues because it keeps track of every email you send out!

Most sincerely,

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

From: [tcd 50](#)

To:

Sent: Tuesday, February 27, 2007 7:50 PM

Subject: Re: 3ABN

Hi *****,

I have an associate degree in secretarial accounting. I have worked as payroll clerk for a large company, accounts receivable for an international company, accounts payable for a couple of places, an assistant bookkeeper, Sales Auditor. Administrative Assistant, then promoted to Trust Officer at 3ABN. Per diem secretary for a large SDA church. I was secretary there for 3 Pastors. These are just a few of my job positions. Oh, and accounts payable for an attorney's office.

I have a certificate in Administrative Medical Assistant. (Front desk, billing, coding, medical documents, medical records, etc)

Are you located in CA.?

The Washington issue: 3abn was fined large amounts of money for writing Charitable Gift Annuities in the State of WA. without registration/authorization to do so. Leonard Westpahl, DS, say never turn down money. Leonard, Larry, Danny knew about the fines, however, at the end of 2005 some annuitants from WA. "wanted" to fund another annuity, so LW accepted the money. He had me do up the paperwork as usual except for the agreement contract! Then he had me send it to Larry Ewing. He called DS and LE and had them write a special contract for these annuitants. When I asked about it and if it was legal, I was told never turn down money. I kept asking and then was told the favorite 3ABN phrase for those questioning or going against what they want... "your of the devil". YOU have an critical mind, those people are of the devil, etc.

Then when the law changed about the same time period that 3abn finally got permission from State of Washington dept. of Insurance, Larry Ewing sent the paperwork back to me with a note saying to destroy it. Also, that we had to redo the paperwork so it would be a regular annuity. Larry never sent the special contracts to our office. That would be beneficial if someone could "find them".

Another thing that bothered me was the quarterly reports to the board and Trust Management Committee. I would log in all funds that came in and what fundings they went for. I logged revoked trusts and maturities. I thought, tried and wanted to also report the cash withdrawals that people asked for from their trusts. I was told no and made to do a quarterly report over because I included it. To me it doesn't give an accurate picture of the fundings in the dept.

Leonard also, would accept money/funding from people overseas that we couldn't fund because of tax laws! Again, I questioned this and yes, you know what I was told.

When I left there original artwork still hanging in their home! This had been donated to 3ABN to be sold and the money given to 3ABN. I even have a picture of one of the pictures!

The way donated items were valued and receipts given for I didn't feel was correct. The GC has a manual for Trust depts. -Trust directors, Trust officers to follow.

Someone donated two burial plots to 3ABN to be sold, value \$10,000.00. They "weren't selling" so Leonard bought them from 3ABN for \$1,000.00 for both lots. Yes, that's right \$500 for each lot!

Okay, just a little for you to consider.

I've heard that there are two sets of books kept at 3ABN.... any proof of this?

Another thing that I've wondered about is: 3ABN can use 30% of the funds that come in from annuities, however, that should be based off of each qtr.'s report. Not the whole yearly amount. Is someone really keep track of this withdrawl flow from the annuities?

What about not reporting rent income from properties, etc.

I was bothered to hear that 3ABN gave \$1 million to Wintley Phillips for his special minstry project.

I'm sure you have other things that bother you from your being there.

LW would scream and yell at people if they wanted to withrdaw money from their trusts or revoke it altogether.

Kathy

Ex. X**Subject:** The Paintings**From:** Trenton Frost**Date:** Tue, 12 Sep 2006 07:07:59 -0700 (PDT)**To:** "Kathy B."

Kath,

Hope & Gene called this morning. They had been talking about the 6 expensive donated paintings that were given to 3ABN by Dr. Russell that have hung on Leonard's walls for 6 years now. (They saw them even in the new million dollar mansion).

The IRS needs to know about these. How would you like to be a donor who donated such valuables only so they could grace Leonard's home for all these years?

Get back when you can.

Trent

Do You Yahoo!?

Tired of spam? Yahoo! Mail has the best spam protection around

<http://mail.yahoo.com>

EX 587

To: Management of 3ABN – Walter Thompson, Danny Shelton, Larry Ewing,
Mollie Steenson

From: Ervin Thomsen & Kathy Bottomley

Date: April 18, 2006

We are writing this letter to reiterate the need for action regarding the situation with LW. It is our considered opinion that resolution of this issue by hoping for LWs reform is untenable, impossible, and unworkable. We live with this every day. Who are the most reliable witnesses? Those 2,000 miles away, or those in the workplace? Who do you believe?

May we remind you that LW does not raise the money, neither do any of us in *Trust Services*. We are merely the agents who process those gifts God has already prompted people to give. We are only here to facilitate and complete what the Lord has already started.

We have for months (even years) witnessed the abuse of LWs leadership. We are all guilty of being enablers for this kind of conduct. We are responsible for not reporting this sooner to the management of 3ABN. Our fear of reprisal from LW is what kept us silent. And if you have known about LWs misconduct, which we believe you have to some extent, are you not also enablers in permitting this behavior to continue? You responded to us on Friday morning by saying how a certain letter or letters from us had deeply hurt you at 3ABN. But do you realize how you have hurt us by protecting this man by looking the other way? Do you realize your responsibility in this? When have you ever come us to ask questions about workplace conditions? When have you ever investigated what is really going on? Are you even aware of the potential legal liability you carry for knowingly overlooking this kind of conduct? Are you aware of the tears that have been shed here? Are you aware that the *Trust Services* department could not even have functioned over the last few years unless we, your loyal employees, had stayed at our posts, done our work, and covered for LWs misconduct? We think you owe us a debt of gratitude for hanging in there in spite of everything!

We rejoice for 3ABNs leadership in participating in the upcoming 10 Commandments Day. But what is the purpose for 3ABNs involvement in such a day? To tell others where we are right (7th day Sabbath) and others are wrong? To call people back to all the commandments? Is there a message here for ourselves? Do we at 3ABN truly keep the Ten Commandments? How do you deal with those who fragrantly violate these commandments? How can God continue to bless an organization where the money to support it comes through some leaders who violate the very commandments they claim to uphold? Has 3ABNs need for “success” become so great that we sacrifice and compromise the very principles spelled out in God’s holy law? Even a secular workplace would not tolerate the unbecoming and un-christlike conduct we have witnessed firsthand.

We, the employees here in the Loma Linda office, have firsthand witnessed the abuses of the leadership of this department. Let us apply the Ten Commandments to this situation:

1. *You shall have no other gods before me.* We daily witness LW being his own God, accountable to no one and bragging about it. He plays at being god, portraying himself as ultimate, impossible to confront, never wrong; acknowledgement of wrongdoing non-existent. He is his own god. Self-sufficient and self-made.
2. *You shall not make a graven image.* Look up the meaning of the 2nd commandment in the commentary. This is not about prohibiting religious art (for God himself designed the tabernacle, the cherubim etc. after his pattern in the heavenlies), but it is about making idols, substitutes for god, in our own image. Daily LW displays and brags about himself. His personal image is exhibited in the work of Trust Services. *Is this not the great Trust Services (Babylon) I have built?* Trust Services becomes the work by which he validates his entire existence and self-worth. Trust Services and its success is the image that LW worships, and which everyone must bow down to in order to acknowledge his greatness. Sure, he can use God-talk – “the Lord is really blessing!”, but at the core, this is not about God, but it is all about LW. And woe to those who stand in the way of LW achieving success here. Any means is justified – threat, coercion, intimidation, fear, manipulation, arm-twisting, scare tactics. We have witnessed LW and RW walk all over people in order to receive donations. The worth of a human being, according to their rating scale, is found in found in the dollar signs that maintain the illusion that this is a mark of their success. The maintenance of this “image” justifies unethical and unprofessional conduct. We have heard people say about Trust Services that they feel they are “being used.” That is abuse!
3. *You shall not take the Lord’s name in vain.* This is about far more than uttering profanity. This commandment at its core is about trying to make a name for ourselves by our God talk, religious language, and religious achievements. The core of Babylon’s sin (Genesis 11) is “making a name for ourselves.” *Just look at all we are doing. Isn’t this an evidence of God’s blessing?* This is the talk we continually hear.
4. *Remember the Sabbath day to keep it holy.* This commandment is about the Sabbath rest on God’s day. But we ask ourselves, do those of us who work in this spiritually and emotionally abusive environment truly rest? We carry home with us on a daily basis the stresses of the workplace. Sleepless nights. Our anger affects us. And anger is not a bad emotion. It is what we do with it that matters. Anger is a sign that we are experiencing and/or witnessing injustice, and we cry out to the God of heaven, How long, O Lord! We have uttered this cry in our prayers for months. And we are now uttering this cry to 3ABN. If you do not hear us, we know that God does.
5. *Honor your father and your mother.* Again, this is about more than respect for father and mother. It is also about respect for all law and order. Do we in the workplace see a respect from LW? We continually hear disrespectful remarks about other ministries than 3ABN, and disrespectful remarks about blacks and other minorities, and disrespectful talk about other employees in the department’s

- Florida Office. [Keep in mind that LW will not permit anyone of us to refer to the *Florida Office* in those terms. He has said, “we only have representatives there, not an office.”]
6. *You shall not murder.* We have witnessed donors who have come into the office being “murdered” by LWs tongue, and who leave the office utterly dejected. We receive phone calls from donors who have been wounded by his and RWs conduct? There are times when we as employees feel as if we “could just die” from embarrassment and shame over evident responses of hurt and woundedness inflicted upon these donors and supporters of 3ABN. Some of us have been “murdered” by his sharp tongue. “*You are a devil!*” “*If you don’t like it here, get out of here!*” “*I know what I am talking about.*” “*We are not stupid.*” “*I have done this work for over 25 years.*” “*Don’t tell me what to do.*” “*3ABN doesn’t tell me what to do!*” Do you as the leaders at 3ABN really expect your employees to work in a place where they feel unsafe, vulnerable, and threatened? Could you honestly and with a clear conscience recruit and expect new employees to work in a workplace like this?
 7. *You shall not commit adultery.* Again, is there more to this than the act of adultery? There is also sexually explicit language, sexually inappropriate remarks. According to the laws of the land, the very utterance of such words and language in the workplace is cause for legal action. We are too embarrassed to have to write about this to a Christian organization like 3ABN. We were under the impression that you had higher standards.
 8. *You shall not steal.* We have watched LW turning in padded expense reports. And what about stealing the good name and reputation of others all for the sake of making himself look good. Do LW and RW work an honest 40 hour week? What about falsifying the time sheet of favorite former employees? There are other ways of stealing than robbing a bank. What about obtaining money from people by the use of coercive tactics? What about stealing, tarnishing, the good name of 3ABN by their conduct?
 9. *You shall not lie.* LW is a master at this. He continually manufactures and spins “truth” in order to make himself look good. It has become such an art. He can switch from “sweet-talk” to “control-talk” to “dragon-talk” in a few moments. When it is to his advantage he can be a lamb, but when that does not work, he becomes a dragon. There is only ONE thing that matters to LW, and that is LW and the bottom line (the results) of *Trust Services* becomes an exhibit of his personal self-worth. What an insecure self-worth that must be. This type of person needs professional evaluation and help. Such a person can with smooth words extricate himself out of almost anything, but at the core of his being nothing changes. When it is to his advantage, he will even speak in a derogatory manner about Danny Shelton. We are dealing here with a pathological liar. We do not trust him.
 10. *You shall not covet.* Covetousness according to the Bible is *idolatry* (Ephesians 5:5). Covetousness is evidence of his inordinate and insatiable desire for more, more, more... more money, more annuities, more trusts, more donations so **he** can look good. Every dollar become food for the covetous beast, and nothing is ever good enough. Covetousness made us slaves of the idols we serve. LW is using

May 16, 2006

Dear 3ABN Board Members;

I am a former employee of the 3ABN Trust Services located in Loma Linda under the direction of Elder Leonard Westphal. I worked there for 3 years. Recently I received a call from Molly Steensen who was investigating problems within the Trust Services department that had been reported to her, and she asked for my input. But after a battle with my conscience, I have decided I should be honest enough to put my own signature to the issues I presented since they involve the matter of justice in the work place where I was personally involved.

I sincerely admire Molly and appreciate the difficulties of her position as arbitrator in this situation. But it is just not conceivable that she could be a fair advocate for either Elder Westphal or the employees while she remained a guest in the Westphal home. What a position to put her in! I was shocked that a place of neutral ground had not been chosen for her to stay while completing her interviews. But putting that aside, unless one has worked in that office and been subjected to the variety of abuses employees are subjected to just because their integrity exposes the boss's lack of it—it may be difficult to see past L.W.'s momentary "charm."

To be absolutely fair, Leonard has some positive qualities. He claims to have a choleric-sanguine temperament which he believes makes him a good leader. He enjoys the company of people as long as he is the center of attention. He is good at delegating tasks and is quick to move in and seize an opportunity or will create one. He is bored by trivia, but not when he is in a teaching mode, for he has endless patience with questions and doesn't mind repeating himself. He used our mistakes, not to embarrass us, but so we could all learn from class participation. Because of the work load, we seldom took our recommended breaks. But from time to time, L.W would remind us that we could go outside or use the guest room if we were tired. I enjoyed his sermons, for he spoke with enthusiasm and not too long. He is imaginative and goal oriented. These are his strengths. So why am I addressing these issues now since I am no longer an employee? Because I love 3ABN, am convinced it is God's "brainchild" and I am jealous for its reputation. And Christians who choose to work for a ministry have expectations of working in a spiritual environment. After Molly's call, however, I realized Leonard's dark side continues to rule.

Scripture admonishes us not to judge one another. On the other hand, if we blind ourselves to injustice, we become a party to it. Christ did not tolerate injustice and often took the religious leaders to task for their hypocrisy. Eli was punished for not disciplining his sons. (By the way, Leonard did not hesitate to pass judgement on denominational leaders. Some of it was positive. Most of it was negative).

A year ago when Oriana, Trenton, and I had given our notices, we wondered, *Should we warn the trainees or take a chance that with new employees things would change?* If the

abuse continued, and we said nothing, we would feel like accomplices to the abuse. We decided to make it a matter of prayer because we loved both Rita and Leonard and believed God could work a change. Also, the three of us had been long time friends of Rita, whose first husband was my brother, and we considered ourselves a family with Leonard the latest member. In each of our lives, we had individually committed ourselves to serve the Lord wherever He led, and we sincerely believed our working together at the Loma Linda office was providentially arranged. God had chosen us to serve there. Therefore, we opted to be long-suffering with Leonard (who boasted that he never held anything inside) thinking perhaps he just took advantage of us because we were "family." Now I feel like an accomplice to the continuing abuse unless I speak out.

So now Leonard has lost 6 new employees (4 left early on), 2 of whom managed to "hang in there" for only a year. Were they incompetent, lazy, frequently absent or sick, hard to get along with—all acceptable reasons for termination? Both Kathy and Ervin brought improved professionalism and efficiency to the office with changes they introduced while we were still training them, so we all, including Leonard & Rita, felt confident they were "heaven sent." I heard nothing but praise for their contributions as late as last December when we visited the new office. So why were they fired? It is my understanding that Ervin was fired because he objected to Leonard's continual negative criticism of the work Trenton was doing in Florida while it was obvious to all the staff that Leonard was doing everything in his power to sabotage the new Florida office. And Leonard feels very secure in his decision-making power because he says Danny lets him do whatever he wants, so he could fire Kathy for catching him in a lie!

I can best describe our Morning Worship by quoting some of Leonard's statements that we found most annoying. Worship would start with an inspirational reading from a book. Then Leonard would launch into a story. Sometimes a succession of stories could last up to an hour. Usually they would be inspirational, having to do with his soul-winning experiences. The stories were good, but it was the derogatory remarks about other church leaders that defeated the purpose of Morning Worship, for we were hungry for spiritual uplifting. Here are some sample quotations:

"When I was a pastor, I _____." A story would follow about his soul-winning achievements, usually ending with the words, "And no one taught me! God taught me! All the other ministers were jealous of me because they were just lazy!"

"When I was a Trust Director, I _____." This story would be about his accomplishments as a Trust Director, ending with the words, "... and all the other Trust Directors were jealous of me because they are just lazy!"

He admitted to having a rage problem and said, "I usually handle it by walking away from the situation. (Chuckle) My first wife, Marci, would sit by my side during meetings with her hand on my arm—trembling for fear I would lose my temper. Thank God I never lost my temper while I was a pastor!"

“All ministers lie.” Once he told me what to say on a phone call he directed me to make. It was a lie. When I objected, he said, “A little fib is alright. Everybody fibs once in a while.” I responded, “Well, I don’t—and if I won’t lie for myself, I certainly won’t lie for anyone else.” He just smiled and I accomplished the phone call with tact. No lie.

“I am so proud to be a German! You know, it was the Germans who made this country what it is—by their hard work!” or “I thank God I am a German. I love me. I’m so glad He made me who I am!” On the telephone, he would kid with people, “Did you see me on TV? Did you notice my blue eyes? Ha! Ha!” And every relative he named was “brilliant”.

At other times: “I do everything right.” or “I never apologize!” or “I don’t hold anything in!” or “I will not be humiliated! (after a phone call when he felt defeated) or “I’m not sentimental—I get things done!”

“I never take a job unless I am top man.” or “Danny lets me do whatever I want” or “I am tired of making all these trips—I don’t have the strength! I need to find someone who can take my place.” then “They (3ABN) will never find another Director like me!” (a visionary, that is) and “They will never move the Trust Services from Loma Linda!” (meaning he wouldn’t allow it).

“When I was working at VOP, H.M.S. Jr. and I were best friends.” or “It wasn’t right that the ministry gave jobs to the wives of the leaders *so they could travel together on the ministry’s money!*” or “I have no respect for Lonnie M. When H.M.S. Jr. invited him to come the first time, Lonnie chose another assignment, instead. Later, when he joined the VOP Lonnie brought his own people and pushed us all out!”

Referring to the leadership at 3ABN:

“Dr. Thompson is not an effective leader. He is too laid back. He lets Danny have too much power. or “Molly’s husband is (describes a loser)” or “_____ (in the business office) is retarded” or “_____ (also in the business office) knows he’d better refer all documents to our office!” (we knew—or he would get yelled at over the phone). or referring to non-Adventist guests from Illinois whom Danny had invited to sing at a La Sierra Rally, “These stupid rednecks come out here from Illinois and hole up where they’re staying because they’re afraid to drive on our freeways!” (derisive laugh)

There are some text references these statements remind me of:

“Whoever desires to become great among you, let him be your servant.” Matt. 20:26

“If anyone among you thinks he is religious, and does not bridle his tongue but deceives his own heart, this one’s religion is useless.” James 1:26

“Pride goeth before destruction, and a haughty spirit before a fall.” Proverbs 16:18

Fat people were on his hit list, too. This was the kind of talk we were forced to listen to every day, mostly at Morning Worship, while no one was allowed to interrupt him. When Rita did, with stories of her own, he would demand that she stop and let him tell the story because she took too long! And always we heard about how hard he worked and how lazy other people were. He measured all people by his own work ethics because that is how he values himself. Once he let down his guard as we were leaving Worship and I was the only one to hear him admit "I was always afraid I wouldn't work hard enough." So that's it? Did he grow up feeling he was valued only if he worked hard? I felt so sad for him. (And in reality, he and Rita spent only about 50% of the day in the office.)

But Leonard's insensitivity to other people's feelings was most dramatized in his attacks on the characters of Rita's former husbands—especially her first husband of 15 years who was my brother, Jason. I had been very close to both Jason and Rita and had not taken sides. And it was through Jason and Rita that we came to know their friends, Oriana and Trenton many years ago. Nevertheless we were subjected to nearly daily revisits to the sins of Rita's former husbands. It was only when the Westphals were away that our morning worships were truly spiritual. (But Leonard always reminded us to hold Worship to 15 minutes for we must not steal time from the ministry! Somehow he didn't feel so ethical when he was leading out.)

When I first met Leonard, because he had married my "sister", I hoped to find in him a "brother" substitute for the one I'd loved and lost to death. Rita and I had kept in touch after the divorce and I still considered her my sister and a precious friend. It was not to be. L.W. knew my brother many years ago as a pastor but only on a casual basis, for my brother was a serious church member at the time. But now, more than 30 years later, Leonard repeated many negative things that could only be Rita's one-sided version. I was aware of both sides because, being close to my brother, he shared hurts that he couldn't communicate at home. And Rita, who prided herself on never speaking ill of others, also contributed *privately* to my un-ease by insisting on sharing with me every derogatory anecdote she could remember about my brother until I told her I would not listen to more. But she didn't stop. (Rita smiles sweetly and does whatever she wants to do.) I suppose it was a cathartic release for her, but it hurt me because many of those complaints she described, I could understand Jason's point of view since I knew both of them so well. It was not a good match. And not only had she already used Leonard for her catharsis, but I had never seen Jason mistreat her as disrespectfully as Leonard has, so she hadn't married up! All these years later, these complaints come out. Rita is not a good listener and she complained that Jason always wanted to talk and she just couldn't listen to all he had to say! Jason's death had torn me up because I loved and missed him so much, and I couldn't get into it with her. I had always listened to Jason and understood his heart, and he treated me with love and respect. Oriana and Trenton, were hurt to hear him disparaged, too, because he had been a good friend to them. Jason was a hard worker and provided well for his family, but he abhorred a boastful spirit!

This put down of my brother began soon after I was hired and continued thereafter—to some extent—for 3 years. Early on, I would walk forty minutes before work every

morning to cry my heart out before going to work to listen to more disparaging remarks about the brother I missed so much! I wanted to quit work but couldn't because I believed the Lord had placed me in that office and I loved working for the Ministry with Oriana, my very best friend! If I quit, it would be saying "No" to God. Not until Trenton came to work about 5 months after I was hired did the tirade slacken because Trenton reprimanded Leonard kindly but firmly with, "Aren't you ashamed of yourself for talking like that in front of his sister who is sitting right here?" Trenton gently pointed out that both people might have been happily married to someone else, so we shouldn't blame either of them. L.W.'s eyes widened as if he were completely oblivious to the hurt he was inflicting since he always used the put-downs to build up his self esteem as Rita's savior: "She was a mess when I met her, but I saved her....." was his favorite theme. (He would talk like this in Rita's presence while she offered no objection.) Without apology, after that he resorted to more veiled attacks on Rita's former husbands, and I realized then that he needed this means to feed his own "savior complex." But thereafter Trenton became L.W.'s special target for complaints—*behind his back*. There is no redemptive value in making Leonard face even one of his faults, for he considers himself above reproach and would rather become the enemy than keep a friend—or friends. Yet he has admitted to a fear of being alone. He is his own worst enemy!

When Leonard hurt my friends, he hurt me. I was proud to be working with Oriana and Trenton. They were an inspiration to me—true models of Christian deportment and human decency—humble and kind. Their testimony is in the way they live. They gave 200% to the office and saved face for Leonard on many occasions, doing "damage control." Trenton's graciousness convicted Leonard several times to admit, "Trenton is a holy man. Trenton is a better Christian than I am." On the other hand, I think because Trenton modeled the virtues Leonard lacked, the latter compensated for his guilt by putting Trenton down behind his back.—and this hurt me, too!

He also took advantage of Oriana—who is a perfectionist in her work. On one occasion, I passed Leonard's office in time to hear him shouting at Oriana who was sobbing as she tried to defend herself. I learned later what it was all about. He was in a rage because she did not hop out of her chair in her office soon enough for his taste. As his personal secretary, Oriana was always loaded down with the work concerning properties, deeds, and follow-up on special cases, documents, and reports. Her work took time and concentration, and she was very thorough and conscientious. Sometimes L.W. would call 2 or 3 times within moments, interrupting her concentration. (I have been in his office and witnessed it—up and down from her chair to his office like a yo-yo!). I think she said she answered "Just a minute," or something like that on a *very few* occasions while she was at a critical point in her work. Anyway, he lost control on this occasion and accused her of taking too long to respond. He was *most* angry because she dared to try to explain and defend herself, and her tears only seemed to egg him on. When Oriana called me to her defense (as a witness that she always responded promptly when I was in her office), he became derisive and said, "Do you think she is going up against the boss?" and I feared right then that he would actually come out of his chair to harm her if he got any angrier—so I fled back to my office. ***Yes, there were times we were afraid of him!!!***

I later apologized to Oriana for deserting her, for it hurt me deeply to see my best friend in tears. But he was shouting and I dared not provoke Leonard further.

Leonard liked to give the orders, make a few calls and then congratulate himself for getting so much work done while it took us hours to carry out those orders. Then he would often be out of his office most of the afternoon. We chose to forfeit our breaks most of the time in order to get the work done. If we didn't, there would be that much more the next day.

In my first months in the office I was aghast at the wasteful spending over which we had no control—and of supplies we couldn't even use! The fact that Leonard supports 3ABN with his offerings does not give him license to waste ministry money! Appealing to Rita was useless because she would laugh indulgently, wave her hand and say, "With Leonard, more is better!" I wondered if anyone considered the poor widows who live sparingly so they can give to the Lord's work (3ABN)? I have talked to plenty of them when I was in the office and I'm sure glad that God keeps account! I understand that now the supplies are being ordered by computer which has cut the wasteful spending substantially. *Has anyone thanked Dr. Thomsen for initiating this procedure? Or, for that matter— for the talent and experience that he and Kathy have contributed to improve the efficiency of the office since they were hired?*

Damage control consisted of our soothing the callers who felt insulted by Leonard's hanging up on them while they were still talking; comforting a lady who called in tears, saying that Leonard had been rude to her and hurt her feelings; or if he had words with someone on the phone, he would pass the chore to one of us to "fix it" and we would be left to discover what that was all about. I know he feels he can say and do anything and get it out of his system because he says he holds nothing inside. Then he forgets about it and expects others to understand. That's why he feels he doesn't have to apologize. Yet, he is so easily offended himself, and not at all understanding of others if they "don't hold anything inside." He is super protective of his own reputation while appearing to take pleasure in wounding the reputations of others. He expects 100% loyalty from his friends and co-workers in spite of maltreatment, but in the face of reproach—no matter how minor—he becomes their enemy. No wonder he has no peace and complained that he has sleepless nights.

Appointments: Leonard's day ended at 4:45 and this was his sacred time when he listened to the news. I don't fault him for that, but one afternoon I dared to disturb him when a lady called who had made a 4:30 appointment. Traffic problems had made her late. She apologized and asked if she could still come to the office. Leonard refused to see her—this despite Leonard's constant reminders to us that every call and every appointment was vitally important because these people could change their minds and give their money to another ministry if not served immediately. This illustrates the double standard at the office—one for him, another for us.

On another occasion, an elderly couple showed up for an appointment and Leonard and Rita were out of the office. As usual, they had not told us where they would be, nor how

long they would be gone. (Later, Rita confessed that she suddenly remembered the appointment half way through lunch in a restaurant.) Seldom did they take their cell phone, but hoping against hope, Trenton called Rita's cell phone number. Wouldn't you know—the answering ring came from her bedroom! What to do??? I invited them to sit at the dining table and the lady was plainly irritated about the delay. But I tried to assure them of the Westphal's soon return. To distract them, I led them into talking about themselves. After perhaps 40 minutes, the Westphals returned just as the couple got to the best part of the romance that led up to their wedding. As the Westphals blew in profuse with loud apologies, the couple ignored the interruption and finished their story. The point: If the Westphals at least kept their cell phone with them, they could be reached in an emergency—especially when Leonard made so much over not missing a single opportunity to accommodate a supporter.

Non-employee abuse: One more story: I came to work one morning, and as I opened the door I heard shouting. It was "Elder" Westphal, the former pastor who spoke so proudly of his "40 years in the ministry". Sitting at the dining table with him was Flores, the Mexican contractor who had been engaged to add two offices to the house. L.W. had been so impressed by Flores' good work that, as the addition neared completion, L.W. employed him to do some repair work on his rental property in Camarillo. Flores had given him an estimate, but when he discovered severe mold accumulation, he ran out of money for supplies. The job was taking longer than anticipated and Leonard had promised to pay his motel expenses. Now Flores was trying to explain why he had to have more money to continue to pay his crew and for supplies. But Flores' explanation was drowned out by L.W. screaming—yes, *screaming*, "You told me it would cost \$\$ and I will not pay you more! Over and over he screamed as he flailed his arms. We looked on—shocked! Was he going to strike the poor man? Gentle Flores never raised his voice and finally left, unharmed. The next day L.W. learned that Flores was in the hospital with a bleeding ulcer, so he asked me to call Flores and express our concern—and *invite him to church!* Flores was a gentleman, and we loved him. He had even responded to an invitation to visit our church on an earlier occasion. He appreciated my call and was so gracious I wanted to weep.

Now, note the contradiction in character: Shortly thereafter, L.W. called the city and a code officer (I think he was) came out to inspect the progress on the finishing touches of the addition. The only worker that Flores could spare was doing his best when the code officer showed up. L.W. pointed out and made much of the few minor touches remaining to be done, including the dirt that had been replaced after laying the water pipes, but had settled an inch or so below the surface level—as replaced dirt always does. With each item L.W. pointed out, the code officer issued a tongue lashing to the poor worker. The worker was an old man whom we had watched laboring in the sun to dig those 4 ft. deep trenches for the water pipes. Now he was being scolded for not securing additional dirt to level the earth next to the house as well as for other failures.

I felt sick at heart for the old man and for Flores who had always been respectful and gracious to Leonard in spite of the constant nagging to finish the job even though Flores' other customers had to wait—as if *their* deadlines didn't matter. Before this incident I

heard L.W. complaining to Rita and threatening to call the city to get Flores' contracting license removed. Rita flared instantly and declared, "You'll do no such thing! You will not take that man's means of earning a living away from him!" But Rita was away when the code officer appeared and I heard later that Flores, indeed, lost his license!

It seems that all you have to do is offend L.W. on some point and he is not above doing whatever it takes to remove your livelihood--even if he has to be "creative" to do it. For instance, when we visited the office last December, we heard only praise for the staff. Both Leonard and Rita were expressing their delight and pride in Kathy for her proficiency and initiative, exclaiming over the fact that she had managed to update all the files while they were at 3ABN for a Trust Services taping! (Because of the daily workload, the only opportunity we had to "update" was when they were both away, too.) By what "creative" means was this valuable employee dismissed? I understand she caught L.W. in a lie!

Leonard repeatedly reminded us that it took six months to train new employees, yet in a moment of anger, he can fire good help on the spot! But neither he nor Rita could do the training. Since *they are both computer incompetent*, they are *completely dependent upon the staff* to train replacements. Oriana took the initiative to train herself by calling the former secretary for help since neither Leonard or Rita could train her. Then Oriana trained me and later, Trenton. It was Oriana and I who trained our replacements. We also expressed our objections to the hiring of an applicant who was not only too young but apparently high on drugs at the time. Both Leonard and Rita were going to hire her because they "felt sorry for her." Therefore, it is no special magic of Leonard's that keeps that office going. While he takes credit for its success (i.e. "They could never find another director like me"), it is the professionalism, proficiency, and commitment to excellence on the part of the staff that makes Leonard look good. *Leonard's absence from the office did not interfere with the daily work. If we had a question, we routinely consulted with the 3ABN business office, our lawyers or the bank.* Any complicated property problems were left for Leonard to handle upon his return. And for his information, we also kept a running log of the work we had done while he was gone.

When Leonard bungled, we were assigned to do damage control. In fact, sometimes he would neglect the daily routine of going through the pending files with Oriana for a week or more. Then when he would come across a case he either didn't want to deal with or *didn't know how to handle*, he would pass the file to Oriana with "You take care of it!" And I would find her sometimes with a bewildered expression exclaiming, "I don't know how to handle this and he won't tell me!" Then she would start making phone calls, using her detective instincts *to resolve the problem herself*. I took a call from a donor who complained that the sale of his property had been handled so badly that he would never work with 3ABN again. But it was Oriana who usually had to deal with the complaints of property donors. So in spite of Leonard's insistence to the contrary, Trust Services *could* survive without him and he *could* be replaced.

We extended grace to Leonard hoping for change. A year later the abuse continues. **In this matter it is absolutely necessary to have professional intervention via qualified**

investigators to resolve this crisis and to do whatever it takes to preserve the integrity of 3ABN.

I know this has been a long letter and I have prayed through numerous revisions trying to be fair. I do not write to spite the Westphals. To the contrary, I have a burden for their souls and for true Christian ethics and a spirit of harmony to pervade that office. Dear friends of mine have been hurt, and I fear for their replacements if the situation does not improve dramatically. I also fear for the eventual backlash in repercussions against the good name of 3ABN.

Jesus would not tolerate hypocrisy and he often chastised the religious leaders, but he did it in love and firmness— just as Trenton kindly but firmly reproached Leonard that morning for his cruel and insensitive remarks about my brother.

I have had to be very frank in presenting the facts, including Leonard's own words, in order to draw a clear picture of present leadership at 3ABN Trust Services. It has cost me personal suffering because it is my nature to focus on the good in people and nurture their best side. I did this with Leonard, extending grace and appealing to his strengths, but it seems to no avail. It is so sad that he is being held hostage by his own pride and competitive spirit so he has no peace.

Healing can only come as the wound is cleansed and treated properly—even though it hurts! I can only hope that I have true friends who would rather see me saved by correcting me than to keep silent and let me go on to destruction—and to hurt others along the way!

Sincerely,

Hope E. LeBrun

P.S. Since leaving Loma Linda, it has come to our attention from various sources that Leonard's characteristics are well known to many of our church leaders and laymen across the nation, not just California. He has apparently left fall-out wherever he has worked. While these people approve of 3ABN, they have no respect for Leonard. Will that disrespect carry over to 3ABN for not having the moral courage to "clean house?"

P.P.S. We just learned that the Florida office has been closed and Trenton and Oriana have been terminated because of "the lack of amiable working conditions between the two offices!" Leonard has won again! But in spite of all Leonard has done to sabotage the Florida office, it has brought in well over \$800,000 in just the first year-- and in some instances the Frosts have recovered the good will and support that Leonard had lost for 3ABN! Wait for the backlash of protests from the supporters who have regained confidence in 3ABN because of Trenton and Oriana's faithful Christian witness! Now, like Flores, because of Leonard's vindictiveness, Oriana and Trenton have lost their

livelihood and are still too young for retirement income. This scenario reminds me of the story of Mordicai and Hamen. Justice was served when Hamen was hung on the gallows he built for Mordicai. I wonder how Leonard would feel to be instantly fired and the Frosts re-instated? At least the Westphals would survive on their other income, but the Frosts *have no other income*.

News and inspiration from Three Angels Broadcasting Network
June 2006

3ABN
WORLD

Leonard Westphal
**Dedicated
for Ministry**
page 6

Testimony
Lost & Found
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Pineapple recipe
Tropical Treat
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New children's series
Grandma's House
page 20

Leonard Westphal
*Director, 3ABN Stewardship
& Trust Services*

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DEDICATED FOR MINISTRY



Dr. Leonard and Rita Westphal work for 3ABN out of their office in Loma Linda, California. (See address information in sidebar, p. 47.)

he sun was hot the day and legs seemed paralyzed.”

Leonard Westphal and Panic struck him. He could taste the dirt in his mouth as he tried to catch his breath, six feet of wet soil pressing the life out of his body. Then he passed out.

Miraculously, his friend had only been buried up to his neck. Trapped in the heavy dirt, José began to scream for help, and his mother heard him and came running from a quarter of a mile away! Later she said she “felt” him calling her; more than she heard him — as many mothers experience when their children are in terrible danger!

José told her that Leonard was buried, and she began frantically digging. Despite being buried for over 10 minutes, miraculously he revived! Approaching his house, Leonard’s mother rushed out to meet him. “What happened?” she demanded. As they explained, she clutched his muddy body close and kept repeating, “You will *not* kill my son, you will

“THE DEVIL HAD COME WITHIN A HAIRBREADTH OF CLAIMING MY SOUL,” HE SAYS, “BUT I AGAIN REPLAYED MY MOTHER’S WORDS, ‘YOU WILL NOT KILL MY SON!’”

hollowed out a space big enough for them to fit completely inside, but as they pushed out the last of the dirt, tragedy struck! “Like a rush of a giant wave, everything went black” he recalls. “I tried to scream, but no sound would come out of my mouth! I reached toward what had once been the opening of my cave, but my arms

not kill my son!” Leonard was frightened by her words, but she explained, “I’m talking to the devil!” as she streaked his mud-covered face with her tears.

Leonard grew up in Brazil in a family of German ancestry who had joined the Seventh-day Adventist church many years before. While attending college he began selling Christian literature to pay for tuition. His ingenuity soon led him to a unique way of selling his books by making them available to the armed forces, police, and firefighter departments by arranging payroll deductions.

He met and married his wife, Marice, and just a few years later they came to the United States, where he learned English and got his college degree in theology. Then Leonard began working for the State Department as a translator, but despite the well-paying job, he knew his heart was in ministry. A short time later

he enrolled in the Seventh-day Adventist Theological Seminary in Berrien Springs, Michigan, where he worked on a dairy farm to help pay his bills.

Then Satan tried again to take his life. "I was coming home one night in the snow, and I felt my truck sliding out of control on a hill," he recalls. "The next thing I knew I came to in the snow, with no shoes or shirt, wondering where my truck was!" Realizing his truck was the crumpled heap at the bottom of the creek bed, he limped back to the dairy and was rushed to the hospital. "I remember I kept saying that my angel had thrown me from the pickup, but the doctor, finding only a scratch on my back, replied, 'Next time you have a chance, tell your angel to get a manicure — otherwise you would have come out without a scratch!'"

After graduating with a masters degree, Leonard and Marice began a long and fruitful ministry in various churches across the U.S. He also earned his doctor of ministry degree in pastoral care and psychology from Andover Newton Theological Seminary in Boston, Massachusetts.

Then, in the prime of their ministry, Leonard was called to work for the local church conference as the leader of their Trust Services department. At first he felt hurt. Had he not been a good minister? Why would they want him to stop preaching, and how could he endure an office job? Always a soul-winner, Leonard soon devised a way where he could preach and still perform his new duties. He began offering to preach in churches as a way of being introduced to those who may wish to talk to him about Trust Services. And true to his style, Leonard invariably would make an altar call which led many more precious souls to salvation.

His career took him to the Voice of Prophecy radio ministry's Trust Services department, and he became close friends with their speaker, H.M.S. Richards, Jr. He was privileged to translate for him in Brazil as 30,000 people flocked to a stadium to hear the gospel preached.

Still riding high on the emotion of this event, Leonard returned to the U.S. to discover that Satan had stricken his beautiful wife with cancer. After months of prayer and medical care, he and his children gathered around her, hoping for a miracle of healing

but watching her life ebb away. When she died Leonard's faith was shaken. Numb with grief, he decided to visit a different church one Sabbath, and when the pastor called those with special prayer needs to come, he felt himself drawn to the front. "I fell down before the altar and listened to the prayers of the people," he says. "I prayed for understanding, and somehow the words 'Blessed Hope' began to pierce my bedeviled mind. Death was not the end — not in God's book. Death was but a prelude to eternity — a rest before the climb to glory!"

"The devil had come within a hairbreadth of claiming my soul," he says, "but I again replayed my mother's words, 'You will *not* kill my son!'"

In 1993 Leonard met May Chung, a philanthropist and 3ABN board member who encouraged him to work with 3ABN in Trust Services. Three years later he decided to see 3ABN for himself, met Danny Shelton, and had the opportunity to talk to many of the staff. "The self-sacrificing employees and volunteers touched my heart and inspired me," he says. Then he heard the unmistakable voice of God again. "This is God's work, a voice from heaven told me, 'You must join it.'" When he was offered a position he accepted it on the spot!

Leonard began developing 3ABN's Stewardship and Trust Services department. Always the "people person," he visited many hundreds of 3ABN supporters, carefully explaining the different options we could offer. The Lord then brought another lovely lady into his life. The more he talked to Rita, the more they knew that the Lord had brought them together, and they married in 1998.

"Rita and I feel so privileged to work for the Lord and for the saving of souls through this wonderful ministry," he says. "Through their efforts, many thousands of supporters have been able to share their resources through wills, revocable trusts, charitable remainder trusts, Unitrusts, and estate planning. And looking back over his 28-year career working with wills and trusts, Leonard believes that all the experiences of the past prepared him to work with 3ABN's ministry today! ■



Editor's Note: Much of this story was based on Leonard Westphal's new book entitled *You Will Not Kill My Son*.

Ex. BB

CRIME REPORT VENTURA COUNTY SHERIFF'S DEPARTMENT AGENCY IDENTIFIER CA05600

PAGE 1 OF 6 1 R.D. 8213 BEAT 9C CASE NUMBER 92-8449

Form with sections: 4 CODE SECTION/DESCRIPTION (277.5 PC / SPOUSAL BATTERY), 10 LOCATION OF OFFENSE (CAMARILLO CA 93012), 12 NAME (WEST PHAL, LOUETTA KANNENBERG), 20 RESIDENCE ADDRESS, 23 BUSINESS NAME (SELF EMPLOYED), 25 OCCUPATION (DOLDA), 31 VICTIM'S ACTIVITY AT TIME OF OFFENSE (AT HOME), 32 PHYSICAL CONDITION OF VICTIM (INJURY TO RIGHT FOOT), 41 NAME (WEST PHAL, LOUETTA KANNENBERG), 48 RESIDENCE ADDRESS, 52 BUSINESS NAME, 54 OCCUPATION, 61 PLACE OF ATTACK (Residential), 62 DOLLAR LOSS TO TARGET, 63 OCCUPANCY (OCCUPIED), 64 NON-RESIDENTIAL, 65 TARGETS, 66 RESIDENTIAL, 67 TARGETS, 68 POINT OF ENTRY, 69 POINT OF EXIT, 70 ALARM SYSTEM, 71 TYPE OF ALARM, 72 METHOD OF ENTRY, 73 SUSPECT ACTIONS, 74 DOMESTIC VIOLENCE, 75 WEAPON TYPE, 76 WEAPON DESCRIPTION, 77 COPIES TO, 78 DATE/TIME REPORTED, 79 DATE/TIME OF REPORT, 80 REPORTING OFFICER, 81 APPROVED BY.

VENTURA COUNTY SHERIFF RECORD BUREAU COPY NOT TO BE DUPLICATED TO: Louetta Westphal BY: [Signature]

Indexed By: [Signature] 10/30/2008

FORM IIB

VENTURA COUNTY SHERIFF'S DEPARTMENT
AGENCY IDENTIFIED CA05600

PAGE 5 OF 6

CASE NUMBER

92-8449

SUPPLEMENTAL REPORT

R.D.:8213 BEAT:8C01

ORIGINAL OFFENSE:273.5PC/SPOUSAL BATTERY
RECLASSIFY TO :
CONNECTING REPORTS:
DATE & TIME OF INCIDENT:01-24-92/0100HRS.
LOCATION OF OFFENSE: [REDACTED], CAMARILLO, CA., 93012
CODE: V NAME:WESTPHAL, LOUETTA, KANNENBEOG
RACE: W SEX: F HEIGHT: 5'2" WEIGHT: 105 HAIR: BR EYES: HZ
D.O.B.: [REDACTED]-43 AGE: 47
ADDRESS: [REDACTED], CAMARILLO, CA., 93012
BUS. NAME: SELF EMPLOYED
BUS. ADDRESS:
RES. PHONE: 987-6137 BUS. PHONE:
CASE DISPO:

NARRATIVE

CALL

I went to the above location in response to a domestic violence call. I met with the victim, Louetta Westphal in front of, "Vons Super market" on Mission Oaks Blvd. Louetta told me the following.

Louetta said she and her husband, [REDACTED] got into an argument.

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2003 2003 Ventura County Sheriff's Department

She said she told him she did not want to talk about it. She said he became upset and was yelling at her. She said she ran down the stairs to get away from him. She said he followed her. She said she tried to open the front door of the house to leave but her husband, grabbed her by the wrists and sweater and pulled her into the living room. She said he, threw her around the room. She said she hit her right foot on the coffee table. She said after she got away from him she went to the kitchen to try and use the phone to call the police. She said, [REDACTED] took the phone away from her and told her she couldn't use it. She said she then left the house and went to the pay phone at, "Vons" and called the police. Louetta said she injured her right foot as a result of being thrown around the room by her husband. She said she could hardly walk on it.

I looked at her foot and could see that it was swollen. She had been crying and said she was in a lot of pain. I asked her if she needed to see the doctor and she told me she would take herself to the hospital.

She told me her husband is a very violent person when he gets upset. She said they have been married a year and three months. She said this is the first time she has called the police. Louetta then told me she wanted her husband arrested.

I then met with Deputy Lehr and we went to the house to speak with the husband, [REDACTED] told us the following.

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10/30/2008
4:11 PM

COPIES TO: <input type="checkbox"/> Det <input type="checkbox"/> CAU <input type="checkbox"/> Narc <input type="checkbox"/> Prob <input type="checkbox"/> Juv <input type="checkbox"/> CII <input type="checkbox"/> Officer <input type="checkbox"/> Watch Commander <input type="checkbox"/> OTHER			
DATE/TIME REPORTED 01-24-92/0100	DATE/TIME OF REPORT 01-25-92/1800	REPORTING OFFICER/ID NO./DIV./UNIT WAITE/2279/CMP	APPROVED SR. DEP. [Signature] 1269

50-3858 (Rev. 8/87)

FORM IIB

VENTURA COUNTY SHERIFF'S DEPARTMENT
AGENCY IDENTIFIED CA05600

PAGE 6 OF 6

CASE NUMBER

92-8449

OFFICERS ACTIONS AND OBSERVATIONS

1) When I was talking to Louetta Westphal she was visibly upset and appeared to be in a lot of pain. Her right foot was visibly swollen and no discoloration was visible to possibly indicate an old injury. the swelling was on the foot on the right side. I asked her if she could move her foot and she told me she could not.

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2) Although [redacted] said he did not injure her foot he did say he grabbed her by the sweater and tried to get her to sit on the couch. And that she resisted him.

3) Deputy Lehr took photos of Louetta's feet. The photos were booked at Cam. PD.

4) Based on what was told to me by both parties and that Louetta had an injury, I had reasonable cause to believe [redacted] had battered his wife. I placed him under arrest for spousal battery and transported him to the county jail. While at the jail I read [redacted] his rights from a county issued Miranda card. [redacted] refused to waive his rights. He was then booked at county jail.

5) Louetta thinks she hit her foot on the coffee table which sits in front of the couch. The living room carpet is thick enough that it leaves marks in the carpet if furniture is moved. As I looked at the coffee table I noticed that it had been moved, depressions were from the table were visible in the carpet. I do not know who or what moved the table. And I did not ask either party.

Printed By: 4464
10/30/2008
12:22 PM

COPIES TO: <input type="checkbox"/> Det <input type="checkbox"/> CAU <input type="checkbox"/> Narc <input type="checkbox"/> Prob <input type="checkbox"/> Juv <input type="checkbox"/> CII <input type="checkbox"/> Officer <input type="checkbox"/> Watch Commander <input type="checkbox"/> OTHER			
DATE/TIME REPORTED 01-24-92/0100	DATE/TIME OF REPORT 01-25-92/1800	REPORTING OFFICER/ID NO./DIV./UNIT WAITE/2279/CMP	APPROVED SR DEP. [Signature] 1269

SC 095B (Rev. 8/87)

Ex. CC

Subject: 3ABN v. Pickle & Joy
From: "Greg Simpson"
Date: Thu, 23 Oct 2008 17:55:53 -0500
To: "G. Arthur Joy", "Bob"
CC: "Lizette Richards", "John Pucci", "Chris Penwell"

Bob & Arthur-

In light of Plaintiffs' motion to voluntarily dismiss the lawsuit, I am cancelling your depositions as currently scheduled. I will reschedule them if necessary.

I request that you voluntarily withdraw your motions that were filed today, since our motion to dismiss the case makes them moot. Please advise of your position immediately so that I can determine whether I must file a response.

Finally, I will not be providing a response to your amended document requests because our motion to dismiss makes the pending discovery requests moot, and because I have also moved to stay discovery pending resolution of our motion to dismiss.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@

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EX 608

Ex. FF

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

From: [Danny Shelton](#)

To: [linda shelton](#)

Sent: Monday, September 12, 2005 9:05 PM

Subject: Re: Re:

I agree! Neither is leaving your husband for another man.

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

From: [Linda Shelton](#)

To: [danshelton@...](#)

Sent: 9/12/2005 7:28:11 PM

Subject: Re: Re:

OS, etc. is not being directed by God.

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

From: [Danny Shelton](#)

To: [linda shelton](#)

Sent: Monday, September 12, 2005 7:00 PM

Subject: Re:

I realize I am accountable to God. I ask Him to direct me everyday. Why couldn't you have been accountable to me as your husband, the Head of the house, and accountable to God. You would have stopped your relationship with this man and your ministry would have continued. I pray for you daily.

I realize the great responsibility God has given me and am trying to learn from your mistakes as well as my own.

No one is perfect. We all make mistakes. It's just shame you couldn't have admitted yours and gone on even stronger for the Lord.

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

From: [Linda Shelton](#)

To: [danshelton@...](#)

Sent: 9/12/2005 5:38:29 PM

Subject: Re:

I do not write you to judge you. The Bible says that those who have been given much are accountable for much. You have been given more than any other SDA Christian. Just food for thought.

I continue to deny your accusations. I loved you, my ministry and my life. Period.

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

From: [Danny Shelton](#)

To: [linda shelton](#)

Sent: Monday, September 12, 2005 4:01 PM

Subject: RE:

EX 609

The Bible says "Judge not that ye be not judged". I lived with you when you and the Dr. were having an affair. I saw and HEARD your fruits on tape and on video as well as dealt with you everyday.

You know nothing about me and what I am doing for the past nearly year and a half.

Why are you so concerned NOW as to what I may or may not be doing?

If you truly cared about God's world wide network, you would not have sold it out for the affections of another man!

You got what you wanted. Everyone told you this man would cost you your ministry and marriage if you didn't drop him. You should be happy because as you said when I handed you our divorce papers, "Oh good! The Dr. is coming to Springfield this Thursday and now if we want to hold hands or kiss or whatever, we don't have to hide it anymore". Barb Kerr will confirm this as she has already told several people that, that's the reason she quit supporting you was because you told her the same thing!

You and he have made numerous trips across the ocean to be with each other and stay in each others homes and travel together. You have your freedom. You should be enjoying it. I don't have anyone following you. You are free to do what you please.

Your desire for attention became stronger than your desire to win the world! Please read the statement that you sent to me only this time put your name in front of it. I believe you should take your own counsel.

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

From: [Linda Shelton](#)

To: [Danny Shelton](#)

Sent: 9/12/2005 2:35:51 PM

Subject:

It's a dreadful shame that you have sold out God's worldwide network for sex. God sees and God knows. Cry out to Him and repent, change your ways...for your own sake and for the sake of the lost who need to hear.



Sign Up!

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
Cheating the IRS?
Horse Values

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 5/23/2008
Initial Tax Case
Public Record

Added 4/10/2008
Tax Case Lost
Copyright Trouble

Added 3/29/2008
Gilley Winning Staff

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

"Good News!"

"Cash Receipts for \$40,000 for Two Donated Horses!"

Did Danny Tell the IRS?

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As 3ABN president Danny Shelton begins to cause [legal trouble](#) for Gailon Joy and Robert Pickle, emails written by Danny surface that could raise the eyebrows of the IRS. Hopefully, this is no indication of how he has handled the finances of 3ABN.

Just in case you're wondering, we didn't get these emails from Linda.

Linda: "Tax Deductible Receipt & Appraisals Needed for Two Donated Horses"

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

From: Linda Shelton

To: Danny Shelton

Date: Wednesday, April 06, 2005 9:15:42 AM

My accountant tells me that it is required to have **an acknowledgement from ***** that he received the two horses** (which I am claiming as a tax deduction), also **the two appraisals of the horses**. I cannot finish my tax returns without these items. I appreciate your help in these matters.

LS

Added 3/7/2008
Terminated

Added 2/10/2008
Objections Heard

Added 1/25/2008
Church Vote

Must Read:
Mom in Pain #1
Mene, Mene,
Tekel, Parsin
The Actual Lawsuit
IRS Criminal
Investigation

Danny: "I'll Call Today"

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

From: Danny Shelton
To: Linda Shelton
Subject: RE:
Date: Wednesday, April 06, 2005 2:02 PM

LS,

I will call ***** today and try to take care of this. I need them also.

DS

Danny: "We'll Each Get Tax Write Offs of \$10,000 Each"

It appears that the two horses donated to another ministry are being valued at \$10,000 each, which is at least twice as much as what [Danny himself valued them](#) at just 9 months earlier.

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

From: Danny Shelton
To: Linda Shelton
Date: Thursday, April 07, 2005 1:39 AM

I left a phone message to ***** of what we need. He did get the horses and we will each get **two tax write offs for \$10,000 @**

Mr. Shelton

How did you like my new Kabota 4x4? It has power steering, a heater and an enclosed cab for winter. It has tail lights and a horn and even windshield wipers and goes 25 miles per hour! That's about 7 miles per hour faster

than the gator. It has independant suspension which makes it ride like a dream.

Danny Shelton

Danny: "Cash Receipts" for Donated Horses that Just Doubled in Value

It appears below that the two horses worth \$20,000 just 14 hours ago are now worth \$40,000. 100% inflation? That's mighty fast.

But why cash receipts? Since when are horses considered cash?

Notice also that Danny appears to admit to doing the same thing with ***** for the 2003 tax year to the tune of a \$20,000 tax deduction, and that he plans on getting a \$10,000 cash receipt for a single donated horse in the 2005 tax year.

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

From: Danny Shelton

To: Linda Shelton

Date: Thursday, April 07, 2005 3:14 PM

Ms. Shelton

I tried to call you to explain the horse deductions. I just remembered that ***** 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

Danny: How to Reduce Your Tax Bill ... Overnight

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

From: Danny Shelton

To: Linda Shelton

Date: Monday, April 11, 2005 4:23 PM

LS

***** 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

Linda: "I Need an Appraisal for Those Horses"

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

From: Linda Shelton

To: Danny Shelton

Subject: Re:

Date: Tuesday, April 12, 2005 5:38:38 PM

Yes, I would appreciate very much the receipt for the horses ASAP. My accountant says that I really need an appraisal for the horses as well, but I trust Stephen has all of this handled correctly.

So... your "managers took a survey and over half would leave if I came back? And for every person who supports "my sin" there are ten against it?" and on and on and on... The Bible says love and hate can't come from the same package. This has been the story for over a year. I wish I was not so privy to your trash talk to so many.

You made your choice a long time ago. Period.

the forced out of my home X

In case you don't know why an appraisal is needed, IRS rules dictate that if you donate property of a similar type that is collectively worth more than \$5,000, you have to get an appraisal and file Form 8283. Furthermore, the organization accepting the donation has to meet some special requirements. See a document provided by [United States Pony Clubs, Inc.](#) entitled, "[Donation of Horses.](#)"

Were the requirements the same for the tax years in question? We checked IRS Publication 526 for the years [2002](#), [2003](#), [2004](#), and [2005](#), and they all read about the same from what we can tell:

Deductions Over \$5,000

If you claim a deduction of over \$5,000 for a charitable contribution of one property item or a group of similar property items, you must have the acknowledgement and the written records described under *Deductions Over \$500 But Not Over \$5,000*. In figuring whether your deduction is over \$5,000, combine your claimed deductions for all similar items donated to any charitable organization during the year.

Generally, you must also obtain a qualified written appraisal of the donated property from a qualified appraiser. See *Deductions of More Than \$5,000* in Publication 561 for more information.

...

Deduction over \$5,000 for one item. You must complete Section B of Form 8283 for each item or group of items for which you claim a deduction of over \$5,000. ... In figuring whether your deduction is over \$5,000, combine the claimed deductions for all similar items donated to any charitable organization during the year. The organization that received the property must complete and sign Part IV of Section B.

(IRS Pub. 526 for years [2002](#), [2003](#), [2004](#), and [2005](#))

So how long has the IRS been requiring this sort of thing, and the filing of Form 8283? According to *The CPA Journal's* 1994 online article, "[Appraising personal property and fine arts](#)", since 1985 or so, back in the days when 3ABN first got started:

3. Cost Basis, Date, and Manner of Acquisition. While essentially the same as the provenance of the piece, this information is required for the gifting of property and the

correct filing of Form 8283 (Non-cash Charitable Contributions.) This form was first issued in February 1985, with the latest revision coming in March of 1990, in response to Reg. Sec. 1.170A-13(c)(4) requiring that an "appraisal summary" be attached to a donor's income tax return.

Danny: "Don't Tell the Accountants About the Horses"

Did he not want Linda to tell the IRS either?

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

From: Danny Shelton
To: Linda Shelton
Subject: Re:
Date: Tuesday, April 12, 2005 6:11 PM

Dear Linda Sue,

Once again you didn't listen to what I told you. In my last email to you about ***** I told you that he was giving us CASH receipts. As far as your accountants are concerned they don't need to know anything about horses. I didn't ask him to do this. This is the way he wants to run it through his accounting. That's good for us. He is sending you a cash receipt just the same as if you had sent him a check for \$20,000. Good Eh!

This is the kind of junk that I don't want to be a part of anymore. We don't even know this ***** yet he is able to get us BOTH to defend ourselves to him. This is wrong on both of our parts. I do apologize as I don't want to be a part of that junk anymore....."defending" or trashing as we both have done. Please forgive me! With God's help I want to put the past behind and just concentrate on what the Lord has for me in the future. I hope you can feel the

same. That's why we need to talk.....Most everything we hear about the other one is just that.....Hearsay! We don't communicate any more. But people constantly tell me how badly you have trashed me and many times I find myself defending myself. I'm through with that. God wants us to move on. We can move on totally without each other or the Lord may have us to mend some fences between us so we can continue to work for him.

What do you say? Let's be friends Eh!

Dan

Been involved in deals like this with Danny Shelton? Then it might be wise for you to seek the advise of a professional accountant to see if anything was done inappropriately. And if anything was, it might also be wise to contact the IRS and try to make things right. One CPA we spoke with thought it would be better to contact the IRS first rather than wait for the IRS to contact you.

Linda: "I want to Be Honest"

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

From: Linda Shelton

To: Danny Shelton

Date: Wednesday, April 13, 2005 7:22:12 AM

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

Danny: "They Might Not Appraise at \$40,000"

And why might they not appraise that high? Because back [in 2004 Danny himself said](#) they weren't worth that much.

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

From: Danny Shelton

To: Linda Shelton

Subject: RE:

Date: Wednesday, April 13, 2005 7:34 AM

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

So what's the point about how much the horses are really worth? Suppose you want to sell a horse for \$3,000 and it just won't sell. Suppose you give it away and get a cash receipt for \$20,000. Suppose if you had not claimed a charitable contribution deduction for \$20,000 that you would have had to pay 15% of that amount in taxes, or \$3,000. Thus, by giving away the horse you just saved \$3,000 in taxes. In effect you sold your horse to the IRS for \$3,000 without the IRS getting the horse out of the deal.

Do we recommend such a strategy? Absolutely not! Get the appraisal, file Form 8283, and claim only what the item is actually worth. Even if the IRS never catches you, God already has, and He will call you to account one day, whether you like it or not.

Danny: "Appraisals Are a Problem"

Would you not expect someone who has been the founder, president, and CEO of a 501(c)3 for the last 20-odd years to have a handle by now on how charitable donations of property are supposed to be appraised and receipted?

This interchange between 3ABN president Danny Shelton and his ex-wife Linda documents why a forensic audit is needed at 3ABN. And if ASI won't do it, if concerned Seventh-day Adventist members aren't allowed to do it, someone else just might take up the baton, someone else that doesn't need Danny Shelton's permission to do so, someone else who won't be as nice.

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

From: Danny Shelton

To: Linda Shelton

Date: Wednesday, April 13, 2005 8:06 AM

Linda I tried to call you to explain the tax thing. I tried both numbers and you didn't answer. Please talk to me about it. I won't explain it all in the email. We don't have to talk about anything else. Just the tax issue. Then if you still don't want to talk to me ever again we don't have to. I hope that's not the case, but I will respect your position.

There are some complications with getting an appraisal.

I'll try to call you again shortly. I'll do what you want, but If I'm the one responsible for putting this together, then I would like to at least talk to you first about it.

DS

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[Saving3ABN.info](http://www.saving3abn.info)

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

Ex. HH

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

How Much the Horses Were Worth

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3ABN president [Danny Shelton](#) told his ex-wife Linda that he wanted to get a cash receipt after donating two horses to Stephen Lewis in 2004. At first Danny said the receipts for the two horses were to total \$20,000, but less than 14 hours later he said they were going to total \$40,000. He said he planned on using his receipt for a tax deduction.

Were the two horses really each worth \$10,000 or \$20,000, and thus was his claimed tax deduction legitimate? How many horses of that much value did Danny have? Take a look and see by reading Danny's own testimony.

Itemized List of All 15 Horses

The 15 horses itemized below, apparently all that Danny owned in the summer of 2004, weren't quite worth an average of \$2,050 apiece, far less than \$10,000 or \$20,000 apiece.

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

From: Danny Shelton

To: Linda Shelton

Subject: Property Division 7-5-04

Date: Wednesday, July 07, 2004 8:57 AM

Property Division/Settlement

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...	7-5-04
other assets	
14 horses guestimated worth \$ 28,000	
...	
The horses will be divided 50/50 when sold.	
...	
See page 3 for list of horses and approx. value.	
Pg. 3	
Zans Genuine Gold, a 2 yr. old filly by Genuine Doc.	Approx. value \$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
	<hr/>
	\$30,700 Total

The Cheap Horse Buyer

The following email depicts a fellow who only wanted to pay \$250 to \$600 per horse, far less than \$10,000 or \$20,000 apiece.

----- Original Message -----
From: Danny Shelton
To: Linda Shelton
Date: Tuesday, September 07, 2004 3:39 PM

The horse buyer laughed his sockets off. He was offering and average of \$250.00 per yearling for the two black and white homozygous. He offered \$600 for our big 3 yr old Drum N Up Spots filly. and \$500 for a nice two year old black and white Little Spook filly. He offered \$350 for our baby paint sort of buckskin colored homo baby.

I sent him home quickly.



I have another horse buyer coming, maybe, this week. He probably won't offer much more.

If you want me to give some of them away for those kind of prices I will, but I thought I would try a couple other options first.

Donating worked out great to SIU but they don't even want any either.

X

Please pay up on our bet. You know and I know and God knows, I won that bet. You don't spend nearly 5 weeks with a man traveling everywhere together to watch TV. Please keep your promise and pay up. Cash will be fine.

The July 2006 Affidavit

According to the following excerpt from Danny's [Financial Affidavit](#), 10 of his horses had an average value of \$1,750 apiece, and two more that were sold had an average value of \$2,250. Again, we find these values to be far less than \$10,000 or \$20,000 apiece.

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	

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Ex. II



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

3ABN Takes Loss in House Sale Doesn't Report It As Compensation

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According to [courthouse documents](#) signed by 3ABN board chairman Walt Thompson, Danny and Linda Shelton bought a house from 3ABN on September 25, 1998, for a mere \$6,139. One week later the Sheltons sold the very same house for \$135,000.

Danny Shelton's raking in a [nearly \\$129,000 profit](#) in just seven days from this real estate deal raised several questions:

- 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 for only \$6,139 on his W-2?
- Did 3ABN also report this "gift" on their [1998 Form 990](#) as part of their compensation to Danny?

Since 3ABN's Form 990's are publicly available documents, we can now answer the fourth question above. The attachment to the [1998 Form 990](#) has the following entries:

<u>Item</u>	<u>Book Value</u>	<u>Gross Value</u>	<u>Gain (loss)</u>
Downlink	47,619.57	\$250,000.00	\$202,380.43
House	52,781.05	6,129.00	(46,652.05)
Piano	0.00	2,000.00	2,000.00
<hr/>			
Totals	100,400.62	258,129.00	\$157,728.38

The above figures claim that the house was sold at a \$46,652.05 loss, the very house that the Sheltons sold one week later at a nearly \$129,000 profit.

Gilley Winning Staff**Added 3/7/2008
Terminated****Added 2/10/2008
Objections Heard****Added 1/25/2008
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The attachment to the [1998 Form 990](#), as can be seen below, also shows Danny Shelton as making \$49,862.66 in 1998, and Linda Shelton as making \$44,334.10. Given these amounts, and given the fact that the [990](#) claims the house as a loss, it seems apparent that 3ABN's "gift" of the house is not being reported as part of the Sheltons' compensation.

Thus, according to 3ABN:

- The house was "sold" to the Sheltons.
- It was knowingly sold for a price far below fair market value.
- It was reported as a loss rather than as compensation.

By reporting the sale as a loss rather than as compensation to the Sheltons, 3ABN hid from the IRS the fact that this sale was personally benefiting officers and directors of this 501(c)3 non-profit corporation. We hope this was unintentional.

One is led to ask why Danny Shelton, who as president of 3ABN should have been looking out for 3ABN's best interests instead of his own, did not have 3ABN sell the home at the hefty profit instead of himself.

If the [990](#) does not report the "gift" of the house as compensation, it seems highly unlikely that Danny's W-2 reported it as part of his compensation either.

This leaves us with just two questions remaining of our original four:

- 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?
-

Three Angels Broadcasting Network, Inc.
 Form 990
 For the year ended December 31, 1998

Page 1 Part 1 Line 8C Gain or (Loss)

Item	Book Value	Gross Sale	Gain (Loss)
Downlink	47,619.57	\$250,000.00	\$202,380.43
House	52,781.05	6,129.00	(46,652.05)
Plane	0.00	2,000.00	2,000.00
Totals	100,400.62	258,129.00	\$157,728.38

Page 2 Part II Line 42 Depreciation
 Page 3 Part IV Line 57b Accumulated Depreciation

	Cost	Acc Depn
Land	291,256	
Buildings	1,566,369	204,034
Houses	18,850	9,504
Downlink Equipment	4,837,965	1,079,621
Equipment	4,414,352	2,732,025
Vehicles	1,047,369	145,049
Misc Assets	76,000	
Total	12,252,222	4,170,232

Page 3 Part IV Line 64b Notes Payable

Notes Payable	
Maples	30,000
Schuler	34,983
Boatman's	1,282
Mitchell	100,000
Total	166,265

Three Angels Broadcasting Network, Inc.
Form 990 Page 4 Part V
For year ended December 31, 1998

(A)	(B)	(C,D,E)
Dr. Walter Tompson, Chairman 40 S Clay, Suite 217 Hinsdale, IL 60521 (630)887-1735	Director	-0-
J. Wayne Coulter Illinois Conference of SDA's 3721 Prairie Ave Brookfield, IL 60513 (708)485-1200	Director	-0-
May E. Chung 155 Manchester Lane San Bernardino, CA 92408 (909)824-3112	Director	-0-
Dr. Robert Ford 2517 NE Kresky Chehalis, WA 98532-2409 (360)748-8632	Director	-0-
Bill Hulsey Box 596 Collegedale, TN 37315 (423)396-9303	Director	-0-
Ellsworth McKee PO Box 750 Collegedale, TN 37315 (423)238-5487	Director	-0-
Danny Shelton 21027 Shawneetown Rd Thompsonville, IL 62890 (618)627-2867	President	49,862.66
Linda Shelton 21027 Shawneetown Rd Thompsonville, IL 62890 (618)627-2867	Vice-President	44,334.10

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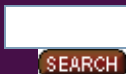
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An Attempt to Mend a Broken Network & Save the Cause of Christ from Reproach

Did Danny Shelton Commit Perjury When He Signed the 1998 Form 990?

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With still no hint from 3ABN ex-president Danny Shelton that he intends to back off of [the lawsuit](#), we venture to post the following regarding his signing of 3ABN's 1998 Form 990 under penalty of perjury, even though it contained false information.

Why Would We Post This?

Danny Shelton "Asked" Us To

Why would we post this? Because essentially, Danny Shelton, 3ABN, and their team of high-powered, well-paid attorneys "asked" us to, and if we don't comply with their "request," we have every reason to believe that they will try to take us to the cleaners.

So how did they "ask" us to post this? It has to do with what [the lawsuit](#) says we are being sued over, and it is quite specific:

75. Defendants' false statements refer to Plaintiffs' trade, business and profession, contain false accusations of the commission of a crime by both Plaintiffs, and impute serious misconduct to Plaintiffs 3ABN and Danny Shelton and are therefore **defamatory per se**.

Defamation Per Se

"Defamation *per se*" is a popular topic amongst Danny Shelton's lawyers. Here's a quote from Gerry Duffy's January 30, 2007, [cease and desist letter](#) to Gailon Joy, a quote that pertains to our allegations that Danny covered up the child molestation allegations against his brother Tommy:

EX 630

Gilley Winning Staff

Added 3/7/2008
Terminated

Added 2/10/2008
Objections Heard

Added 1/25/2008
Church Vote

Must Read:
Mom in Pain #1
Mene, Mene,
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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.

And from [Danny and 3ABN's memorandum](#), which tried to convince Judge Saylor to temporarily seal the lawsuit in the hopes of sealing it forever and ever:

Defendants' defamatory statements are libelous, refer to Plaintiffs' trade, business and profession, impute serious misconduct to Plaintiffs and contain false accusations of the commission of a crime by both Plaintiffs, and are, therefore, **defamatory *per se***.

How Does Defamation *Per Se* Differ from Defamation?

So what is defamation *per se*, and how does a lawsuit claiming defamation *per se* differ from a lawsuit claiming mere defamation?

Most jurisdictions recognize "per se" defamation, in which the allegations made by the defendant are **presumed to cause damage** to the plaintiff. **Normally** in personal injury litigation, including actions for defamation, **the plaintiff bears the burden of proof**. Within the context of defamation, that means that the plaintiff must establish by a preponderance of the evidence that the defendant's statements were false, and that the defendant knew or reasonably should have known them to be false at the time the statements were made. **Defamation *per se* provides a significant exception** to that rule: Typically, where the statements made by the defendant constitute defamation *per se*, **the defendant has the burden of proving that the allegations are true**.

Typically, the following may constitute defamation *per se*:

- Allegations that an unmarried person is unchaste;
- Allegations that a person is infected with a sexually transmitted disease;
- Attacks on a person's professional character or standing;
- Allegations that the person has committed a crime of moral turpitude;

Additionally, some states consider allegations that a married person was unfaithful to constitute defamation *per se*.

("Defamation of Character")

Thus, instead of Danny having to prove that what we have said is false, as would be required in a typical defamation lawsuit, we instead must prove that what we have said is true, since, Danny Shelton alleges, we have accused him of a crime, an accusation which is considered defamation *per se*.

So in order to defend ourselves in this lawsuit, we have to prove that Danny really has committed a crime.

What Crime Does Danny Think We Have Accused Him Of?

But what crime have we allegedly accused Danny of committing? From [the lawsuit](#) again:

46. ... Among those untrue statements made by Joy and Pickle are, *inter alia*, that:

...

g. 3ABN Board members have personally enriched themselves as officers and directors of 3ABN in violation of the Internal Revenue Code.

Danny has made it quite simple and precise for us regarding how we have to defend ourselves in this lawsuit. We must seek to prove that it is in fact true that Danny Lee

Shelton violated the Internal Revenue Code.

3ABN's 1998 Form 990: Danny Signed It Under Penalty of Perjury

Anyone who wishes may download the [1998 Form 990](#) from the [IRS's website](#). Just above where the signature goes on page 6 it reads:

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

And who signed 3ABN's 1998 Form 990? The copy posted online at [Guidestar](#) has most of the signature area blacked out, but Danny Shelton's name can still be made out:

ing accompanying schedules and statements, and to the best of my knowledge
(other than officer) is based on all information of which preparer has any knowledge.

Danny Shelton

3ABN's 1998 Form 990: No Section 4958 Excess Benefit Transactions

Line 89b on page 5 of the [1998 Form 990](#) asks the following question:

Did the organization engage in any section 4958 excess benefit transaction during the year? If "Yes," attach a statement explaining each transaction

So what is a section 4958 excess benefit transaction? From the [1998 Form 990 instructions](#), also downloadable from the [IRS's website](#), we read the following under General Instruction P on page 9:

An excess benefit transaction subject to tax under section 4958 is any transaction in which an economic benefit provided by an applicable tax-exempt organization to, or for the use of, any disqualified person exceeds the value of consideration received by the organization in exchange for the benefit.

Thus, if a disqualified person gave \$10 to 3ABN and received something worth \$1,000 in return, that would be a section 4958 excess benefit transaction.

Who would be a disqualified person? Anyone who had substantial influence over the affairs of 3ABN for a stated period of time. Such persons might include the officers, directors, or founders of 3ABN, or certain of their family members. Since Danny Shelton just so happens to be an officer, director, and founder, he is definitely a disqualified person.

By signing 3ABN's 1998 Form 990, Danny Shelton was declaring under penalty of perjury that he had not received anything during 1998 from 3ABN worth more than he had paid 3ABN.

3ABN's 1998 Form 990: \$52,781.05 House Sold for \$6,129

The first page of attachments for 3ABN's [1998 Form 990](#) contains the following explanation for "Page 1 Part 1 Line 8C":

<u>Item</u>	<u>Book Value</u>	<u>Gross Value</u>	<u>Gain (loss)</u>
Downlink	47,619.57	\$250,000.00	\$202,380.43
House	52,781.05	6,129.00	(46,652.05)
Piano	0.00	2,000.00	2,000.00
<hr/>			
Totals	100,400.62	258,129.00	\$157,728.38

Now since [courthouse documents](#) prove that Danny Shelton was the one who paid \$6,139 in order to buy the house in question (we're uncertain why the \$10 difference between the 990 and the courthouse records), and that he sold it a week

later for \$135,000, and since the 990 testifies that the house was worth at least \$52,781.05, then the above information attached to the [1998 Form 990](#) proves that 3ABN and Danny Shelton knew that he had received a benefit from 3ABN that was worth more than the \$6,129 he paid.

How Danny Might Be Able to Escape the Obvious

Could Danny have forgotten who had bought the house from 3ABN? Was he temporarily suffering from amnesia when he signed the 990? Can anyone think of any other possibilities that might get him off the hook on this one?

Excise Tax for Excess Benefit Transactions

Depending on how the statute of limitations is calculated, those who receive or who participate in excess benefit transactions might be assessed the following excise taxes:

- A disqualified person who receives an excess benefit could be liable for an excise tax equal to **25%** of the value of the benefit.
- If that disqualified person does not "correct" the excess benefit within a stated period of time, the excise tax jumps from 25% to **200%**.
- Organization managers, such as directors or officers, who participated in the excess benefit transaction might be assessed an excise tax of **10%** of the value of the benefit, up to **\$10,000** (\$20,000 for tax years beginning after August 17, 2006).

Now if the statute of limitations hasn't run out on this one, there might be a number of unhappy past and present 3ABN Board members, for according to Dr. Walt Thompson, the 3ABN Board definitely participated in the transaction whereby Danny bought a \$135,000 asset from 3ABN for only \$6,139:

From: Walt Thompson
To: *****
Subject: Re: Property Transfer??
Date: Jun 22, 2007 9:02 AM

Dear *****,

According to all of the information I have, the property transfer

was a perfectly legal transaction. It was worked out by an attorney employed by the Church at the time working with Wills, Trusts, etc. The property in question was bought by a 3abn board member. After some time, it was donated to 3abn with a life estate to Danny and Linda, meaning that so long as either of them lived, the house was their's. After both of their deaths, the property could be disposed of and the proceeds used by 3abn. Some time after this, Danny and Linda decided they would like to build a house so as to build up some equity for retirement, being as 3abn did not provide retirement benefits to its employees. It was then that **they approached the board** and requested that they purchase the house they were living in from 3abn for the amount of its value at the end of their lives as calculated by tables designed for that purpose. **Our board saw no problem with this, and voted to proceed accordingly.** Thus, the house was purchased by a board member who chose to help Danny and Linda. It involved no funds designated for 3abn activities.

I hope this explanation is helpful. I may not have all of the terminology correct, but I think the concept is clear.

God bless,

Walter Thompson
Chairman, 3abn board

We are uncertain whether Walt Thompson is correct that both Danny and Linda approached the board. While he may be correct, if he is not, it wouldn't be the first discrepancy that we have found. At any rate, according to Walt Thompson, chairman of the 3ABN Board, the Board definitely participated in the excess benefit transaction, and thus, if the statute of limitations has not run out, each board member could be assessed \$10,000 apiece by the IRS.

Both Plaintiffs Violated the Internal Revenue Code

What it looks like we have ended up with is a pretty convincing case that indicates that not just Danny but also the 3ABN Board violated the Internal Revenue Code, and even "saw no problem with" doing what constituted the violation. Thus, both

plaintiffs in the lawsuit, both Danny and 3ABN (as represented by its board of directors) look like they are going to have a hard time winning the lawsuit against us over the issue of defamation *per se*.


Anyone see an aspect of the lawsuit that 3ABN and/or ex-president Danny just possibly might be able to win? If you do see something, please let them or their high-powered and well-paid lawyers know at your earliest convenience. They will be most appreciative.

And while you're talking with them, ask them how 3ABN will be able to pay for Danny Shelton's personal expenses incurred by this lawsuit without the IRS concluding that this is yet another example of personal inurement or excess benefits. If only Danny had sued as 3ABN President rather than as an individual. And if only the members of the 3ABN Board had not voted for a lawsuit which named "Danny Shelton, individually," as a plaintiff. Otherwise, that could just possibly mean that each board member will get assessed 10% of Danny's 3ABN-paid legal expenses up to a limit of \$20,000.

Can God Forgive Danny?

Can God forgive Danny? Absolutely! Read this precious promise from Scripture:

Therefore, thou son of man, say unto the children of thy people, The righteousness of the righteous shall not deliver him in the day of his transgression: as for the wickedness of the wicked, he shall not fall thereby in the day that he turneth from his wickedness; neither shall the righteous be able to live for his righteousness in the day that he sinneth. When I shall say to the righteous, that he shall surely live; if he trust to his own righteousness, and commit iniquity, all his righteousnesses shall not be remembered; but for his iniquity that he hath committed, he shall die for it. Again, when I say unto the wicked, Thou shalt surely die; if he turn from his sin, and do that which is lawful and right; If the wicked restore the pledge, give again that he had robbed, walk in the statutes of life, without committing iniquity; he shall surely live, he shall not die. None of his sins that he hath committed shall be mentioned unto him: he hath done that which is lawful and right; he shall surely live. (Ezekiel 33:12-16)



It doesn't matter what any of us have done, for if we are willing to fulfill the conditions of this promise by the grace and power of our Lord Jesus Christ, the Judge of all the earth will freely pardon and forgive.

In light of the conditions for forgiveness set forth in the above Bible passage, it concerns us to hear rumors of Danny being offered a retirement package. At this point it sounds like Danny may owe 3ABN, rather than vice versa.

Form 990 **Return of Organization Exempt From Income Tax** OMB No. 1545-0047
 Under section 501(c) of the Internal Revenue Code (except black lung benefit trust or private foundation) or section 4947(a)(1) nonexempt charitable trust **1998**
 Department of the Treasury Internal Revenue Service This Form is Open to Public Inspection

Note: The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 1998 calendar year, OR tax year period beginning 1998, and ending 19

B Check if: Change of address Initial return Final return Amended return (required also for state reporting)

C Name of organization: **THREE ANGELS BROADCASTING NETWORK INC**
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **PO BOX 220**
 City or town, state or country, and ZIP+4: **WEST FRANKFORT, IL 62896**

D Employer identification number: **371179056**
E Telephone number: **01-8618774**
 Check If exemption application is pending

G Type of organization: Exempt under section 501(c)() (insert number) OR section 4947(a)(1) nonexempt charitable trust
Note: Section 501(c)(3) exempt organizations and 4947(a)(1) nonexempt charitable trusts MUST attach a completed Schedule A (Form 990).

H(a) Is this a group return filed for affiliates? Yes No
I If either box in H is checked "Yes," enter four-digit group exemption number (GEN): _____
J Accounting method: Cash Accrual Other (specify): _____

K Check here if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if it received a Form 990-EZ Package in the mail, it should file a return without financial data. Some states require a complete return.
Note: Form 990-EZ may be used by organizations with gross receipts less than \$100,000 and total assets less than \$200,000 at end of year.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See Specific Instructions on page 13.)

1 Contributions, gifts, grants, and similar amounts received:			
a Direct public support	1a	7,557,624	
b Indirect public support	1b		
c Government contributions (grants)	1c		
d Total (add lines 1a through 1c) (attach schedule of contributors) (cash \$ 7,460,075, noncash \$ 97,549)	1d	7,557,624	
2 Program service revenue including government fees and contracts (from Part VII, line 93)	2	519,542	
3 Membership dues and assessments	3		
4 Interest on savings and temporary cash investments	4	48,715	
5 Dividends and interest from securities	5		
6a Gross rents	6a	17,055	
b Less: rental expenses	6b	7,845	
c Net rental income or (loss) (subtract line 6b from line 6a)	6c	9,209	
7 Other investment income (describe: _____)	7		
8a Gross amount from sale of assets other than inventory	(A) Securities	(B) Other	
	8a	258,740	
b Less: cost or other basis and sales expenses	8b	101,012	
c Gain or (loss) (attach schedule)	8c	157,728	
d Net gain or (loss) (combine line 8c, columns (A) and (B))	8d	157,728	
9 Special events and activities (attach schedule)			
a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a		
b Less: direct expenses other than fundraising expenses	9b		
c Net income or (loss) from special events (subtract line 9b from line 9a)	9c		
10a Gross sales of inventory, less returns and allowances	10a	796,218	
b Less: cost of goods sold	10b	712,201	
c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c	84,017	
11 Other revenue (from Part VII, line 103)	11	200,230	
12 Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12	8,577,065	
13 Program services (from line 44, column (B))	13	3,496,958	
14 Management and general (from line 44, column (C))	14	3,263,010	
15 Fundraising (from line 44, column (D))	15		
16 Payments to affiliates (attach schedule)	16		
17 Total expenses (add lines 16 and 44, column (A))	17	6,759,968	
18 Excess or (deficit) for the year (subtract line 17 from line 12)	18	1,817,097	
19 Net assets or fund balances at beginning of year (from line 73, column (A))	19		
20 Other changes in net assets or fund balances (attach explanation)	20		
21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21	9,516,194	

For Paperwork Reduction Act Notice, see page 1 of the separate instructions. Cat. No. 11282Y Form 990 (1998)

Form 990 (1998) Page 5

Part VI Other Information (See Specific Instructions on page 23.)

	Yes	No
76 Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		X
77 Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.		X
78a Did the organization have unrelated business gross income of \$1,000 or more during the year covered by this return?	X	
b If "Yes," has it filed a tax return on Form 990-T for this year?	X	
79 Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	X	
80a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	X	
b If "Yes," enter the name of the organization _____ and check whether it is <input type="checkbox"/> exempt OR <input type="checkbox"/> nonexempt.		
81a Enter the amount of political expenditures, direct or indirect, as described in the instructions for line 81. 81a _____		
b Did the organization file Form 1120-POL for this year?		X
82a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?		X
b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions for reporting in Part III.) 82b _____		
83a Did the organization comply with the public inspection requirements for returns and exemption applications?	X	
b Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	X	
84a Did the organization solicit any contributions or gifts that were not tax deductible?		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		X
85 501(c)(4), (5), or (6) organizations.—Were substantially all dues nondeductible by members?		
b Did the organization make only in-house lobbying expenditures of \$2,000 or less? If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.		
c Dues, assessments, and similar amounts from members 85c _____		
d Section 162(e) lobbying and political expenditures 85d _____		
e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices 85e _____		
f Taxable amount of lobbying and political expenditures (line 85d less 85e) 85f _____		
g Does the organization elect to pay the section 6033(e) tax on the amount in 85f? 85g _____		
h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount in 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? 85h _____		
86 501(c)(7) organizations.—Enter: a Initiation fees and capital contributions included on line 12 86a _____		
b Gross receipts, included on line 12, for public use of club facilities. 86b _____		
87 501(c)(12) organizations.—Enter: a Gross income from members or shareholders 87a _____		
b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 87b _____		
88 At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership? If "Yes," complete Part IX		X
89a 501(c)(3) organizations.—Enter: Amount of tax imposed on the organization during the year under section 4911 89a _____ ; section 4912 89a _____ ; section 4955 89a _____		
b 501(c)(3) and 501(c)(4) organizations.—Did the organization engage in any section 4958 excess benefit transaction during the year? If "Yes," attach a statement explaining each transaction 89b _____		X
c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958. 89c _____		
d Enter: Amount of tax on line 89c, above, reimbursed by the organization. 89d _____		
90a List the states with which a copy of this return is filed 90a ILLINOIS		
b Number of employees employed in the pay period that includes March 12, 1999 (See instructions.) 90b 59		
91 The books are in care of 91 PATE, GEORGE Telephone no. 91 618-627-4651 Located at 91 3391 CHARLEY GOOD RD WEST FRANKFORT ZIP + 4 91 62996-0220		
92 Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041—Check here <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year 92 _____		

Form 990 (1998) Page **6**

Part VII Analysis of Income-Producing Activities (See Specific Instructions on page 27.)

Enter gross amounts unless otherwise indicated.

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	
93 Program service revenue:					
a <u>Production & Distribution</u>					
b <u>of religious programming</u>					
c <u>electronic transmission</u>					519,542
d _____					
e _____					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments					48,715
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					9,209
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					157,728
101 Net income or (loss) from special events					
102 Gross profit or (loss) from sales of inventory					84,017
103 Other revenue: a <u>VIDEO SALES</u>					200,230
b _____					
c _____					
d _____					
e _____					
104 Subtotal (add columns (B), (D), and (E))					1,019,441
105 Total (add line 104, columns (B), (D), and (E))					1,019,441

Note: (Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.)

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See Specific Instructions on page 28.)

Line No.	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93	<u>Payment of airtime & production of certain religious programming for electronic transmission</u>
95	
97	
100	
102	
103	<u>Miscellaneous</u>

Part IX Information Regarding Taxable Subsidiaries (Complete this Part if the "Yes" box on line 88 is checked.)

Name, address, and employer identification number of corporation or partnership	Percentage of ownership interest	Nature of business activities	Total income	End-of-year assets
	%			
	%			
	%			

I am preparing this return, and the accompanying schedules and statements, and to the best of my knowledge and belief (and the knowledge and belief of any preparer who is not an officer) is based on all information of which preparer has any knowledge.

Danny Shelton

Three Angels Broadcasting Network, Inc.
Form 990
For the year ended December 31, 1998

Page 1 Part 1 Line 8C Gain or (Loss)

Item	Book Value	Gross Sale	Gain (Loss)
Downlink	47,619.57	\$250,000.00	\$202,380.43
House	52,781.05	6,129.00	(46,652.05)
Plane	0.00	2,000.00	2,000.00
Totals	100,400.62	258,129.00	\$157,728.38

Page 2 Part II Line 42 Depreciation
Page 3 Part IV Line 57b Accumulated Depreciation

	Cost	Acc Depn
Land	291,256	
Buildings	1,566,369	204,034
Houses	18,850	9,504
Downlink Equipment	4,837,965	1,079,621
Equipment	4,414,352	2,732,025
Vehicles	1,047,369	145,049
Misc Assets	76,000	
Total	12,252,222	4,170,232

Page 3 Part IV Line 64b Notes Payable

Notes Payable	
Maples	30,000
Schuler	34,983
Boatman's	1,282
Mitchell	100,000
Total	166,265

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[Next >](#)

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422433

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

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,

Hon. Richard Alan Enslin

Case No. 1:08-mc-00003

_____ /

ORDER

This matter is before the Court on “Defendant’s Motion to Compel” filed pursuant to a third party subpoena issued from this district (Dkt. 2). The matter was heard on June 16, 2008. The third party subpoena arises from a case pending in the District of Massachusetts brought by Three Angels Broadcasting Network, Inc. and Danny Lee Shelton against Gailon Arthur Joy and Robert Pickle for alleged defamation. Documents are sought by defendants Joy and Pickle from Remnant Publications, which is located in the Western District of Michigan. For reasons stated on the record at the hearing held June 16, 2008:

IT IS HEREBY ORDERED that Defendant’s Motion to Compel (Dkt. 2) is **granted in part and denied in part**. Specifically, the motion is granted as to documents described in the subpoena involving Three Angels Broadcasting Network, Inc. and Danny Lee Shelton. The motion is denied as to other entities.

IT IS FURTHER ORDERED that Remnant Publications, Inc. shall serve responsive documents on Defendants no later than 14 days from the date of this Order. These documents shall be subject to the Protective Order already entered in the underlying case. Further, on reflection, the Court will not order those documents to be submitted for *in camera* review to the Massachusetts

court because the relevance of the documents seems clear and there is already a protective order in the Massachusetts case.

Date: June 20, 2008

/s/ Ellen S. Carmody
ELLEN S. CARMODY
United States Magistrate Judge

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,

Hon. Richard Alan Enslin

Case No. 1:08-mc-00003

_____ /

ORDER

This matter is before the Court on Remnant Publications, Inc.'s Motion to Amend Order (Dkt. 25). An Order was entered by this Court on June 20, 2008 to compel the production of documents from Respondent Remnant Publications, Inc. to Petitioners (Defendants in Case No. 07-40098-FDA in the United States District Court for the Central District of Massachusetts) without ordering an *in camera* review by the Massachusetts court. As noted during the June 16, 2008 hearing, Respondent Remnant Publications, Inc. requested that this Court order that any documents submitted in response to Petitioners' out-of-district subpoena be reviewed *in camera* by the Massachusetts court. On reflection, the undersigned declined to do so for two reasons. First, the production was ordered to be subject to an extant Protective Order in the Massachusetts case. Second, the Court declines to order another judge to review documents. The undersigned remains persuaded by those two reasons. Thus, Remnant Publications, Inc.'s Motion to Amend Order (Dkt. 25) is **denied**. Respondents may, however, refrain from producing the documents until 14 days after a decision on the Plaintiffs' Motion for Protective Order Limiting Scope and Methods of Discovery in Case No. 07-40098-FDA in the United States District Court for the Central District of Massachusetts.

IT IS SO ORDERED.

Date: July 28, 2008

/s/ Ellen S. Carmody
ELLEN S. CARMODY
United States Magistrate Judge

UNITED STATES OF AMERICA
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,

Case No. 1:08-MC-00003

Honorable Richard Alan Enslin

ORDER

Petitioners Gailon Arthur Joy and Robert Pickle filed a motion to compel pursuant to a third-party subpoena issued from this District. The third-party subpoena arises from a case pending in the District of Massachusetts brought by Three Angels Broadcasting Network, Inc. and Danny Lee Shelton against Gailon Arthur Joy and Robert Pickle for alleged defamation. Petitioners seek documents from Respondent Remnant Publications, Inc., relating, *inter alia*, to Three Angels Broadcasting Network, Inc. and Danny Lee Shelton. The motion to compel was referred to United States Magistrate Judge Ellen S. Carmody, who, after hearing, issued an order granting in part and denying in part the motion to compel. The Magistrate Judge ordered produced those documents described in the subpoena involving Three Angels Broadcasting Network and Danny Lee Shelton. Respondent Remnant Publications filed a motion to amend the order to require prior *in camera* review by the Court for the District of Massachusetts. The motion to amend was denied by the Magistrate Judge on July 28, 2008. The matter is before the Court on Respondent's appeal from the Magistrate Judge's Order denying the motion to amend.

A district court considering objections to an order issued on a non-dispositive matter that was referred to a magistrate judge may "modify or set aside any part of the order that is clearly erroneous or contrary to law." FED. R. CIV. P. 72(a); *see also* 28 U.S.C. § 636(b)(1)(A); W.D. MICH. LCIVR

72.3(a). A decision is clearly erroneous when, “although there is evidence to support it, the reviewing court on the entire evidence is left with a definite and firm conviction that a mistake has been committed.” *United States v. U.S. Gypsum Co.*, 333 U.S. 364, 395 (1948). If there are two plausible views of a matter, then a decision cannot be “clearly erroneous.” *Anderson v. City of Bessemer*, 470 U.S. 564, 573 (1985).

Respondent argues that the documents sought by Petitioners are not relevant to the underlying lawsuit and that the scope of the discovery sought is overbroad. Respondent also argues that no order to produce documents should have been granted unless and until the District of Massachusetts had the opportunity to review those documents *in camera*. After careful consideration of Respondent’s arguments, the record evidence and the Order on review, this Court concludes that the Magistrate Judge’s Order is neither clearly erroneous nor contrary to law. Accordingly,

IT IS HEREBY ORDERED that Respondent Remnant Publications, Inc.’s Claim of Appeal Pursuant to Local Civil Rule 72.3 (Dkt. No. 33) is **DENIED**, and the Magistrate Judge’s Order (Dkt. No. 32) is **AFFIRMED**.

DATED in Kalamazoo, MI:
September 8, 2008

/s/ Richard Alan Enslen
RICHARD ALAN ENSLEN
SENIOR UNITED STATES DISTRICT JUDGE

B254 (Form 254 - Subpoena for Rule 2004 Examination) (12/07)

UNITED STATES BANKRUPTCY COURT

District of Massachusetts

In re Gailon Arthur Joy
Debtor

SUBPOENA FOR RULE 2004 EXAMINATION

Case No.* 07-43128-JBR

To: Gailon Arthur Joy
3 Clinton Road
Sterling, MA 01564

Chapter 7

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

Gailon Arthur Joy
C/O Laird J. Heal, Esq.
3 Clinton Road
P.O. Box 365
Sterling, MA 01564
(Fax No. 978-422-0463)

Gailon Arthur Joy
#190, 9 Dana Hill Road
Sterling, MA 01564

YOU ARE COMMANDED to appear and testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure, at the place, date, and time specified below. A copy of the court order authorizing the examination is attached.

PLACE OF TESTIMONY

HENDEL & COLLINS, P.C., 101 State Street
Springfield, MA 01103

DATE AND TIME

September 9, 2008 at 10:00 a.m

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 list on attached Exhibit "A".

Please deliver the items described on the attached Exhibit "A" to Hendel & Collins, P.C. so that they are received on or before 10:00 a.m. on August 29, 2008.

PLACE

HENDEL & COLLINS, P.C., 101 State Street,
Springfield, MA 01103

DATE AND TIME

August 29, 2008 at 10:00 a.m.

ISSUING OFFICER SIGNATURE AND TITLE

[Handwritten Signature]

DATE

July 28, 2008

ISSUING OFFICER'S NAME, ADDRESS, AND PHONE NUMBER

George I. Roumeliotis, Esq., c/o Hendel & Collins, P.C.
101 State Street, Springfield, MA 01103 Tel. 413-734-6411

* If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

Exhibit "A"

Document, Data and Information Categories

1. Any and all documents, data and information, whether in paper or electronic form, in the Debtor's possession, custody or control that identify or relate to the ownership, registration, hosting, billing, payment, appraisal, value or transfer of, or relationship among, any internet domain names ever registered in the name of the Debtor or Robert Pickle, or any entity of which the Debtor or Robert Pickle is or was a shareholder, officer or director. Such internet domain names include, but are not limited to "save3abn.com", "save3abn.org", "save-3abn.com", "save-3abn.org" and the information sought includes data relating to the pointing by one or more of said domain names to any other domain names or websites.

2. Any and all documents, data and information, whether in paper or electronic form, in the Debtor's possession, custody or control that identify or relate to the ownership, transfer, appraisal or value of any real estate ever owned by the Debtor or any entity of which the Debtor is or was a shareholder, officer or director.

3. Any and all documents, data and information, whether in paper or electronic form, in the Debtor's possession, custody or control that identify or relate to the ownership or transfer of any bank, brokerage, financial, or retirement accounts ever owned by the Debtor or any entity of which the Debtor is or was a shareholder, officer or director.

4. Any and all documents, data and information, whether in paper or electronic form, in the Debtor's possession, custody or control that identify or relate to the ownership, value or appraisal of any businesses, whether incorporated or not, in which the Debtor is or had any ownership, beneficial or equity ownership, or of which the Debtor is or was an officer or director.

5. The Debtor's federal and state tax returns for the 2005 tax year, and all subsequent tax years for which the Debtor has prepared or filed a return.

6. Any and all documents, data and information, whether in paper or electronic form, in the Debtor's

Ex. 00

Subject: Re: Thank You
From: "Walt Thompson"
Date: Tue, 12 Jun 2007 10:09:09 -0500
To:

Dear Sister *****,

Thank you for your e mail sharing your support and your concerns. It is good that we keep informed about the things that are being circulated.

I do not have at my fingertips all of the information regarding the issue about the deed transfer to which you refer, but can say that the property in question had been owned by a board member who had a trust agreement of some sort with 3ABN, thus resulting in the name on the title. Though I do not recall the details of the transactions, the transfers were in accord with discussions had by the 3ABN board, and all perfectly legal. Had any improper action occurred, it certainly would have been picked up by our auditors.



Likewise, the State of Illinois reviewed all of our financials during there attempt to collect property taxes on tax exempt property, and did not come up with any discrepancies. I believe you may rest comfortably that 3ABN has acted well within the law.

Sincerely in Jesus' name,

Walter Thompson
Chairman, 3abn Board

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

From:
To: [Walt Thompson](#)
Sent: Monday, June 11, 2007 6:13 PM
Subject: Thank You

Dear Mr. Thompson,

Thank you for your quick response. I have been a 3ABN supporter for many years and have been so thankful for the vision and committment of all connected with 3ABN. I have believed in the work of reaching souls through television ministry. What a wonderful chance for those involved like yourself to further the Gospel and preach the message for these last days.

I do have a concern about some recent information passed on to me by reliable church individuals. I am seeking your help in validating this information or if it is in error then maybe you could get back with me soon and clarify the matter so I can quickly help in my small way to squash out any more rumors that might be spreading.

Apparently there are documents circulating around that provide details regarding a deed transfer of property from 3ABN to Danny and Linda Shelton. According to my sources the transfer of property was sometime in September of 1998 and was for the amount of approximately \$6100. Then about one week later, the property was sold by Danny and Linda Shelton for about \$135,000. I am confused as it seems like something is missing in the paper work. I am thinking this must be a mistake.

When I heard about the documents I also heard that a church treasurer was concerned about this

EX 651

04/09/2004 10:08 FAX 618 937 2405

MIKE RIVA

003

Ex. PP

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
ADMINISTRATIVE HEARINGS DIVISION
SPRINGFIELD, ILLINOIS

3 ANGELS BROADCASTING NETWORK

v.

THE DEPARTMENT OF REVENUE
OF THE STATE OF ILLINOIS

Docket # 00-28-01
A.H. Docket # 01-PT-0027
P. I. # 174-116-11

ORDER PURSUANT TO APPLICANT'S PETITION FOR REHEARING

This cause comes on to be heard on "Applicant's Petition for Rehearing," filed by applicant following an issuance of decision by the Department of Revenue. The Department, as respondent, and the intervenor filed the "Respondent's and Intervenors' Joint Response to Applicant's Petition for Rehearing." Following a complete review of these filings, as well as of the record in this cause, applicant's petition is denied for the following reasons:

A request for rehearing must comply with 86 Admin. Code Section 200.175, which states in pertinent part at (b):

To be considered for initial review or rehearing, a taxpayer must submit a written application therefor to the Chief Administrative Law Judge, offering specific and detailed rationale for each basis used to support the request. Where a rehearing is sought following issuance of a final Departmental decision, all errors of fact or law viewed as affecting the validity of that decision must be set forth. If new evidence, not previously available and which the taxpayer was not required to maintain or keep as part of its own records is sought to be admitted, explanation of the nature of that evidence and how it affects the decision shall also be included. . . . In determining whether to permit an initial review or rehearing, the Department shall consider such factors as: the offer of proof with respect to matters in controversy; new evidence and the nature and complexity of legal issues raised; the

04/09/2004 10:09 FAX 618 937 2405

MIKE RIVA

005

The addition of these pages of applicant's bylaws affects only a small segment of the determination denying tax exemption. By no means does a change in the legal analysis on this one point, found at pages 29 and 30 in the Recommendation, warrant a different legal conclusion as to whether the property at issue is exempt from real estate taxes for the pertinent years.

Applicant has failed to provide any other basis for further reconsideration. Applicant's assertion that it should be allowed to augment the record post-hearing with its IRS forms 990 (Return of Organization Exempt From Tax for years 2000 and 2001) is of serious concern. Applicant cites to Muller v. Zollar, 267 Ill. App.3d 339 (3rd Dist. 1994) and Country Companies v. Universal Underwriters Insurance Company, (343 Ill.App.3d 224 (3rd Dist. 2003) for the proposition that "judicial notice of a public record is proper and may be taken despite the fact the public document was not offered at the administrative hearing."²

First, while reviewing courts have permitted public documents to be added to the court record post-hearing, no court has announced that this permission must be extended to every public document. Rather, the practice of permitting the admission into the record of public documents post-hearing is extended to those documents containing facts based upon "easily accessible sources of indisputable accuracy." People v. Davis, 65 Ill.2d 157, 161 (1976) citing McCormick on Evidence section 330 at 763(2d ed. 1972)

What is of serious concern in this matter is the assertion by the respondent and intervenors in their "Joint Response to Applicant's Petition for Rehearing" that intervenors requested the 990s in discovery requests and in a Supreme Court Rule 237 request and the applicant refused to produce them.³ As stated in the response: "It is not

² Applicant's Petition for Rehearing p. 4.

³ Joint Response to Applicant's Petition for Rehearing pp. 3-4.

04/09/2004 10:09 FAX 818 937 2405

MIKE RIVA

006

only unfair, but patently improper to now offer them as proof of a contrary conclusion on the basis that the administrative agency can take administrative notice of these records. It is presumptuous to now seek to admit them on the basis that these federal returns are a matter of public record, since it is not so clear that they are part of the public record.”⁴

Thus, there is raised herein a concern, at the very least, regarding the “indisputable accuracy” of the facts found on the 990s which the applicant, at this late date, requests that I consider as supporting its oral evidence. Further, it is of considerable importance that these returns were produced by the applicant and were in the applicant’s possession and control before and during the entire administrative hearings process. Applicant, therefore, made a deliberate decision to use only oral testimony to advance the facts it now wants these documents to bolster. I must agree with the respondent and intervenors that to allow the inclusion into the record of these documents at this time will seriously prejudice them by compromising the integrity of the trial proceeding whereby full disclosure is required when sought and the right to fully examine evidence is essential.

As a result of the serious concern raised by the inclusion of these returns at this date, they will not only not be considered, but are stricken from “Applicant’s Petition For Rehearing.”

The majority of the errors averred by the applicant in its request constitute arguments that the evidence and testimony submitted at hearing should have been interpreted differently. For example, applicant cites to Applicant’s Exhibits 18-21 for the proposition that applicant gives away a number of materials for free. These exhibits are lists of items applicant, through the testimony of Mr. Shelton, asserted were available for

⁴ Joint Response to Applicant’s Petition for Rehearing p. 4.

04/09/2004 10:10 FAX 618 937 2405

MIKE RIVA

007

free. These lists were prepared in anticipation of litigation (Tr. pp. 173-177) and were offered into evidence without substantive support. Therefore, there is no basis provided by the applicant for re-evaluation of the consideration given to these documents, and applicant presents no basis for concluding that my facts or legal conclusions are in error.

On the other arguments, after a careful review of the entire record including an assessment of the credibility of the witnesses, I stand by the facts and conclusions of law drawn from the record. Thus, a rehearing or any further reconsideration is not warranted.

Therefore, on the point that applicant intended to have a complete set of bylaws as part of the record, and inadvertently left out sections, I agree. The complete bylaws are entered into evidence in this matter. On all other points, Applicant's Petition for Rehearing is denied and all mention of the forms 990 are hereby stricken.

Date: April 6, 2004

Barbara S. Rowe
Administrative Law Judge

Ex. QQ

BCS/CD-2007 (04/07)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
NONPROFIT CORPORATION INFORMATION UPDATE



2007

Due October 1, 2007

FOR BUREAU USE ONLY	
Identification Number 900932	Corporation name THREE ANGELS BROADCASTING NETWORK, INC.
Resident agent name and mailing address of the registered office CSC-LAWYERS INCORPORATING SERVICE (COMPANY) 601 ABBOTT RD EAST LANSING MI 48823	
<p>RECEIVED OCT 01 2007 \$20 Dept. of LEG</p> <p>FILED OCT 05 2007 by Department Bureau of Commercial Services</p>	

To certify there are no changes from your previous filing check this box and proceed to Item 6. If the resident agent and/or registered office has changed complete Items 1-6. If only officer and director information has changed complete Items 4-6.

1. Mailing address of registered office in Michigan (may be a P.O. Box)	2. Resident Agent
3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)	

4. Describe the purpose and activities of the corporation during the year covered by this report:
Religious Radio + Television Broadcaster

5.	NAME	BUSINESS OR RESIDENCE ADDRESS
If different than President	President	
	Secretary	<i>See Attached</i>
	Treasurer	
	Vice President	
If different than Officers	Director	
	Director	<i>See Attached</i>
	Director	

6. Report due October 1, 2007.
Filing fee is \$20.00.

Please make your check or money order payable to the State of Michigan.
Return to : Michigan Department of Labor & Economic Growth
Bureau of Commercial Services, Corporation Division
P.O. Box 30767
Lansing, MI 48909
(517) 241-6470

Signature of authorized officer or agent <i>Kerry D. Ewing</i>	Title <i>Finance Director of</i>	Date <i>9/26/07</i>	Phone (Optional) <i>618-627-4651</i>
---	-------------------------------------	------------------------	---

EX 656

3ABN Officers and Directors

President

Danny Shelton
2954 New Lake Road
West Frankfort, IL 62896
President 3ABN
Phone 618-627-4651

Secretary

Mollie Steenson
400 E. 9th Street
Johnston City, IL 62951
General Manager 3ABN
Phone 618-627-4651

Treasurer

Larry Ewing
21790 Benton Street
Thompsonville, IL 62890
Director of Finance 3ABN
Phone 618-627-4651

Directors

Mrs. May Chung
155 Manchester Lane
San Bernardino, CA 92408
Gospel Worker
Phone 909-824-3112

Mr. Ken Denslow
Illinois Conference of the
Seventh-day Adventist Church
619 Plainfield Rd., 3rd Floor
Willowbrook, IL 60521-5381
President Illinois Conference
Phone 630-887-1020

Mr. Merlin Fjarli
670 Mason Way
Medford, OR 97501
Businessman
Phone 541-779-2233

Mr. Bill Hulsey
PO Box 596
Collegedale, TN 37315
Mayor of Collegedale, TN
Phone 423-396-9303

Directors (cont)

Mr. Ellsworth McKee
McKee Foods Corp.
PO Box 750
Collegedale, TN 37315
Businessman
Phone 800-251-6346

Mr. Larry Welch
11264 Rt. 37
Marion, IL 62959
Pastor 3ABN
Phone 618-997-6192

Mr. Wintley Phipps
PO Box 8008
Vero Beach, FL 32963
Pastor
Phone 410-772-7143

Danny Shelton
2954 New Lake Road
West Frankfort, IL 62896
President 3ABN
Phone 618-627-4651

Mollie Steenson
400 E. 9th Street
Johnston City, IL 62951
General Manager 3ABN
Phone 618-627-4651

Dr. Walter Thompson (Chairman)
N2747 Walden Ln
Lake Geneva, WI 53147-3440
Surgeon
Phone 262-245-6732

Ms. Carmelita Troy
1280 Del Monte Ave #8
Monterey, CA 93940
Professor
Phone 831-740-4010

Larry Romrell
441 Russelville Road
Franktown, CO 80116-8927
Businessman
(303) 814-1454

2008 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 16, 2008
Secretary of State

DOCUMENT# F05000004805

Entity Name: THREE ANGELS BROADCASTING NETWORK, INC.

Ex. RR

Current Principal Place of Business:

3391 CHARLEY GOOD ROAD
WEST FRANKFORT, IL 62896

New Principal Place of Business:

Current Mailing Address:

3391 CHARLEY GOOD ROAD
WEST FRANKFORT, IL 62896

New Mailing Address:

FEI Number: 37-1179056 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**

Name and Address of Current Registered Agent:

DENSLOW, ALDEN E
37414 NORTHSIDE DR
ZEPHYRHILLS, FL 33541 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

OFFICERS AND DIRECTORS:

Title: PD () Delete
Name: SHELTON, DANNY
Address: 2954 NEW LAKE ROAD
City-St-Zip: WEST FRANKFORT, IL 62896

Title: SD () Delete
Name: STEENSON, MOLLIE
Address: 400 E. 9TH STREET
City-St-Zip: JOHNSTON CITY, IL 62951

Title: T () Delete
Name: EWING, LARRY
Address: 21790 BENTON STREET
City-St-Zip: THOMPSONVILLE, IL 62890

Title: D () Delete
Name: CHUNG, MAY
Address: 155 MANCHESTER LANE
City-St-Zip: SAN BERNARDINO, CA 92408

Title: D () Delete
Name: DENSLOW, KEN
Address: 619 PLAINFIELD RD 3RD FLOOR
City-St-Zip: WILLOWBROOK, IL 605215381

Title: D () Delete
Name: FJARLI, MERLIN
Address: 670 MASON WAY
City-St-Zip: MEDFORD, OR 97501

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: T (X) Change () Addition
Name: HAMILTON, BRIAN
Address: GENERAL DELIVERY
City-St-Zip: THOMPSONVILLE, IL 62890

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: BRIAN HAMILTON

T

04/16/2008

EX 658

Electronic Signature of Signing Officer or Director

_____ Date

----- Forwarded Message -----

From: "hal.steenson@..."

To: *****

Sent: Wednesday, October 8, 2008 10:29:36 AM

Subject: 3ABN Prayer Warriors

3ABN PrayerWarriors

Editor Pastor Hal Steenson

October 8, 2008

Praise Report

3ABN's President Jim Gilley, while sitting up in a hospital chair and still looking good (even without makeup) although tired, sent his love and humorous (I Think) request for five million dollars in donations to come in on or before his upcoming birthday (which is October, 17—I forget which year; I think he's about sixty or something like that)

If you no longer wish to receive 3ABN eNews please click [here](#) to remove yourself from the 3ABN Prayer Warriors List.

Ex. B

September 2, 2008

File: REC 8 - 264
Passenger: Linda Shelton
Ticket No: 006: 21930500298

Mr. Bob Pickle
1354 County Hwy 21
Halstad, MN 56548

Dear Mr. Pickle,

In response to your request, here is information on the Delta ticket for Linda. We do not have a coupon image due to out of date in the system. Please see the Sold information with itinerary from St. Louis (STL) to Tampa (TPA) round trip on April 4th and 9th in 2004. The coupon Usage is blank which indicates the ticket was not used.



Thank you for flying Delta, we look forward to serving you again soon.

SUPERVISOR – TICKET RECORDS





Primary Ticket: 0062193050298 Select View : Ticket Main

version 3.2 Fri, 29 Aug 2008 01:42:22 PM

Ticket Number:	0062193050298	Pax Name:	SHELTON/LINDA	Prmy Tkt Ind:	Y
Issue Date:	2004-03-05	Pax Info Txt:		Exog Ind:	N
Sequence Number:	1	Tour Code Text:		Total Tickets:	1
Inactive Ind:	N	Rptg Sys Prvdr Nb:	0066	Nb Of Cpn:	4
Sources Received:	ASP - U BSP - U ET - Y 05 Mar 2004 09:36:21 PM Scan - U IDEC - U TCN - U	Base Fare Amt:	230.69 USD	Medium Type:	E
FOP Type Code:	CC	Eqvt Fare Paid:	230.69 USD	Transaction Type:	TKT
Point of Sale ID:	T - ATLRES - US	Taxes/Charges:	AY 10.00 USD US 17.31 USD XF 18.00 USD XT 57.71 USD ZP 12.40 USD	Skeletal Indicator:	N
Orig Iss POS ID:	T - ATLRES - US	Ticket Doc Total:	288.40 USD	Dome/Intl Ind:	D
		Commissions:		Ticketing Carrier:	DL
		Rss Typ Cd:		ET Status Code:	A
		Rev Rdn Ind:	N	Tkt Mskd Ind:	N
				TPF TrEvt Typ:	
				Last Update Dt:	2005 03-11 12:3

Itinerary Information Coupon State: **S** *Sold* Carrier Role: Marketed

Ticket Nb	Cpn Nb	Cpn Img	Usg	Orig Stn	Dest Stn	Crr	Flt Nb	COS	Cmpt	Flt Dprt Dt	Flt
0062193050298	1	1		STL	ATL	DL	1097	K	Y	04 Apr 2004 10:05:00 AM	04 Apr 2004
0062193050298	2	2		ATL	TPA	DL	2223	K	Y	04 Apr 2004 02:45:00 PM	04 Apr 2004
0062193050298	3	3		TPA	ATL	DL	1184	U	Y	09 Apr 2004 11:30:00 AM	09 Apr 2004
0062193050298	4	4		ATL	STL	DL	473	U	Y	09 Apr 2004 02:38:00 PM	09 Apr 2004

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Primary Ticket: 0062193050298 Select View : Ticket Main

version 3.2 Fri, 29 Aug 2008 12:02:15 PM

Ticket Number:	0062193050298	Pax Name:	SHELTON/LINDA	Prmy Tkt Ind:	Y
Issue Date:	2004-03-05	Pax Info Txt:		Excg Ind:	N
Sequence Number:	1	Tour Code Text:		Total Tickets:	1
Inactive Ind:	N	Rptg Sys Prvdr Nb:	0066	Nb Of Cpn:	4
Sources Received:	ASP - U BSP - U ET - Y 05 Mar 2004 09:36:21 PM Scan - U IDEC - U TCN - U	Base Fare Amt:	230.69 USD	Medium Type:	E
FOP Type Code:	CC	Eqvt Fare Paid:	230.69 USD	Transaction Type:	TKT
Point of Sale ID:	T - ATLRES - US	Taxes/Charges:	AY 10.00 USD US 17.31 USD XF 18.00 USD XT 57.71 USD ZP 12.40 USD	Skeletal Indicator:	N
Orig Iss POS ID:	T - ATLRES - US	Ticket Doc Total:	288.40 USD	Dome/Intl Ind:	D
		Commissions:		Ticketing Carrier:	DL
		Rss Typ Cd:		ET Status Code:	A
		Rev Rdn Ind:	N	Tkt Mskd Ind:	N
				TPF TrEvt Typ:	
				Last Update Dt:	2005 03-11 12:3

Itinerary Information Coupon State: U Usage Carrier Role: Marketed

Ticket Nb	Cpn Nb	Cpn Img	Usq	Orig Stn	Dest Stn	Crr	Flt Nb	COS	Cmpt	Flt Dprt Dt	Flt

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EX 662

Ex. C

Rowe issues her findings and opinion, that 3-ABN has made SOME changes that look to me to be a response to Judge Rowe in an attempt to be able to prove to a future court that the basis for her opinion no longer exists, and that therefore 3-ABN presently deserves to maintain its non-profit status.

Does this answer your question?

Re: Missing: Financial Disclosures - 11/05/06 07:55 AM

Posted by: [Bob Pickle](#)

I think it answers it.

From Judge Rowe:

Quote:

Applicant's remuneration to the Sheltons in the form of a van, an airplane at their disposal on weekends, the wages listed on the financial statements, and the total control over the operation by Danny Shelton, are similar to the circumstances listed by the court in Hopedale, that were found to violate the type of pecuniary profit prohibited under Methodist Old Peoples Home. The substance of applicant's activities on the subject property also shows that the applicant is profiting from the enterprise.

So are they now making sure that all trips in the plane are only for business purposes? Is that one of the changes that has been made?

Re: Missing: Financial Disclosures - 11/05/06 08:23 AM

Posted by: [Gregory](#)

I don't think so.

Is it not true that a recent "honeymoon" was taken on the 3-ABN jet? Did not that honeymoon last for several days? Is it not true that the only business conducted on that trip was a Sabbath sermon at a local SDA church?

Correct me if I am wrong.

Re: Missing: Financial Disclosures - 11/05/06 09:07 AM

Posted by: [Bob Pickle](#)

I couldn't tell you.

I will say that if the above paragraph from Rowe is construed into only a question about our health message, it is truly amazing. Here in America you can climb the ladder of success and get so high while either intentionally or unintentionally characterizing a legal decision in that way.

In other words, if it was intentional, one can be quite crooked and climb to the top. And if it was unintentional, one can be clueless about many, many things, and still climb to the top.

There is hope for all.

Re: Missing: Financial Disclosures - 11/05/06 09:22 AM

Posted by: [Gregory](#)

PT 04-1

Tax Type: Property Tax

Issue: Religious Ownership/Use

**STATE OF ILLINOIS
DEPARTMENT OF REVENUE
OFFICE OF ADMINISTRATIVE HEARINGS
SPRINGFIELD, ILLINOIS**

3 ANGELS BROADCASTING NETWORK

v.

**THE DEPARTMENT OF REVENUE
OF THE STATE OF ILLINOIS**

A.H. Docket #	01-PT-0027
P. I. #	174-116-11
Docket #	00-28-01
Docket #	01-28-07

**Barbara S. Rowe
Administrative Law Judge**

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

The compensation at issue in Lutheran General, *supra*, consisted solely of \$20 shares of stock that physicians, employed by the non-profit medical foundation, could purchase. *Id.* at 655, 662. If the physician's employment ended, the foundation would re-purchase the doctor's share of stock for \$20. The physicians had the right to vote on administrative matters while they owned the stock. *Id.* at 662. In comparing Lutheran General, where the court held that the compensation at issue did not constitute the type of pecuniary profit prohibited under Methodist Old People's Home, with Hopedale, where the compensation at issue *did* violate that prohibition, it is clear that the substance rather than the form of the compensation is decisive. Lutheran General, *supra*, at 662.

 Applicant's remuneration to the Sheltons in the form of a van, an airplane at their disposal on weekends, the wages listed on the financial statements, and the total control over the operation by Danny Shelton, are similar to the circumstances listed by the court in Hopedale, that were found to violate the type of pecuniary profit prohibited under Methodist Old Peoples Home. The substance of applicant's activities on the subject property also shows that the applicant is profiting from the enterprise.

With respect to guidelines cited above as (1), (4) and (5) of Methodist Old Peoples Home, *supra*, applicant's by-laws are totally devoid of any references to a gift to be given to an indefinite number of persons, or a reduction of a governmental burden. Applicant was unable to establish that any satellite materials or dishes were given away or that there is a set policy that if one is in need of charity, they can obtain it.

Applicant receives donations, both restricted and unrestricted, from the public and generates additional revenue from the sale of airtime and products. The revenue generated from these ventures is approximately fourteen million dollars (\$14,000,000) a year. Applicant serves as a pass-through of dedicated funds donated by individuals, yet how the remaining unrestricted

Ex. E

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

Subject:New Personal Message: Re: modify your post? - FYEO
Date:Sat, 18 Oct 2008 15:40:41 -0000
From:Advent Talk <Admin@...>
To:

You have just been sent a personal message by Gailon Arthur Joy on Advent Talk.

IMPORTANT: Remember, this is just a notification. Please do not reply to this email.

The message they sent you was:

Received a rather interesting proposal from Simpson, lead counsel to 3ABN, et al: Just sign mutual releases and we all walk away...case ended!!! Stated he could just move to dismiss, a fatal error as we have misuse of process claims that would be fully matured with such a move. He promptly responded they did not intend to move to dismiss. You can bet they do not dare!!



Clearly concerned about us getting the accountants paperwork. Hearing is Wednesday.

They want an answer by Monday but have only spoken to BOB directly. *****

firestorm coming!!! ***** they are aware we are preparing counterclaims for misuse of process and malicious prosecution.*****



Inside information is suggesting that donations are WAY DOWN and they are in deficit mode. Another

factor may be they just do not have the money for another offensive. I must assume the effort this last summer was their battle of the bulge and we now have the offense and the clear advantage.

Clearly are close to victory...can feel it in the air!!!

Gailon Arthur Joy

Reply to this Personal Message here:

http://www.adventtalk.com/forums/index.php?action=pm;sa=send;f=inbox;pmsg=***;quote;u=6

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

THREE ANGELS BROADCASTING,)	Docket No. 08-MC-00016
NETWORK,)	
Plaintiff,)	Benton, Illinois
vs.)	October 22, 2008
GAILON ARTHUR JOY, ROBERT)	
PICKLE,)	
Defendants.)	

TELEPHONIC MOTION HEARING
BEFORE THE HONORABLE PHILIP M. FRAZIER
UNITED STATES DISTRICT COURT MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff:	Mr. M. Gregory Simpson Siegel, Brill, et al 1300 Washington Square 100 Washington Avenue South Minneapolis, MN 55401 612-337-6100
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[MR. SIMPSON]

1 answering it before I got too long-winded about it, the
2 answer is they've asked for everything without any
3 exceptions. They want every scrap of paper that the law
4 firm, that the accountancy firm has for the entire history.
5 I'm not sure. Is there a date restricter in there,
6 Mr. Pickle? I don't think there is.

7 MR. PICKLE: Yes, there is.

8 MS. LITZENBURG: Anything after January 1, 1998.
9 This is Deanna Litzenburg. I am reading from their Exhibit 8
10 of the subpoena.

11 MR. SIMPSON: That's my main problem with it is
12 that there are specific transactions that they're alleging is
13 the basis for their statements that we say are defamatory,
14 but -- and they've tried to tell us what they are, and they
15 could have records if it's tailored to that specific issue,
16 but they want everything.

17 THE COURT: Well, of course, they want everything.
18 I mean, I would. Wouldn't you want everything? Who knows
19 what else they might be able to find. You know, if they're
20 looking around, they may -- if you're going to go try to get
21 records, get records. But, Mr. Pickle, what exactly is it
22 that you're getting sued for? What statements do they say
23 that you have made? I'm not going to ask you whether you've
24 made those statements or not, necessarily.

25 I mean this isn't a criminal action, so somebody's

1 going to ask you eventually under oath on the record. But
2 what is it that they are pointing at that you and Mr. Joy
3 have supposedly done which has defamed them?

4 MR. PICKLE: This lawsuit -- I'll make this really
5 brief. This lawsuit was conceived as we believe as
6 retaliation for us blowing the whistle on Dan Shelton's
7 coverup on child molestation allegations. By the time they
8 filed this suit, there was too much evidence regarding that
9 so they tried to stay away from that, and they did spend a
10 bit of time talking about the dealing with the financial
11 allegations.

12 You know, one thing that the complaint says is that
13 we have lied by saying that the officers and directors of
14 3ABN have privately enriched themselves in violation of the
15 Internal Revenue Code.

16 THE COURT: Did you make those statements?

17 MR. PICKLE: I would be hard pressed, Your Honor,
18 to find anything that said, that stated that way.

19 THE COURT: Well, let me ask you this: Those are
20 pretty broad. Are the allegations -- let me go back here to
21 Mr. Simpson. Does your complaint state it that broadly, that
22 there were just general allegations of financial impropriety?

23 MR. SIMPSON: I'm looking for the one that says
24 that. They say Dashawn (phonetic) purchase. I'm reading
25 from the complaint. It's the paragraphs 46 and 48 of the



1 complaint are where the specific allegations are of
2 defamation. I think that that should be an attachment to
3 something that you've received.





4 There are some that are broad, and there are some
5 that are narrow, Judge. And they've made these allegations
6 broadly, and then we've asked them for what exactly are they
7 talking about. You know, personally enrich themselves as
8 officers and directors. That is an allegation, the one he
9 just quoted. Violation of the Internal Revenue Code, and
10 they had something in mind when they said that, and it's
11 probably like in subparagraph (d). That Danny Shelton
12 purchased a three-year old van using 3ABN funds. Then sold
13 the van to a member of his family for just \$10. Things like
14 that. Specifically, allegations that they then make sweeping
15 allegations based on a specific allegation.



16 And so what they're hoping for -- I don't think I'm
17 guessing at this -- is, I mean it's a fishing expedition, and
18 you know the old fashioned sense of the word, that they want
19 to find something they didn't know about. If they made these
20 allegations, these sweeping allegations, made on matters that
21 are trivial and are not accurate and have been investigated
22 by the IRS, even, and have all been determined to be proper.
23 And they want to, and what they want is to find something
24 else, something that can justify the DMD, the defamatory
25 statements that they made that they didn't previously know

1 about.

2 THE COURT: I don't doubt that there is something
3 to that, but that seems to happen in a lot of lawsuits. You
4 know, I don't blame them for trying to do that either. I
5 would in their position. But it seems to me that if you are
 6 going to be successful in proving these, in proving
7 defamation, you are going to have to narrow it down to some
8 specific statements. Instead, you just can't go in at a
9 trial, for example, and say, "Well, they generally implied
10 that we were benefiting personally in violation of IRS
 11 rules." That's not going to get to a jury. You're going to
12 have to come up with specifics.

13 Mr. Pickle.

14 MR. PICKLE: Yes, sir.

15 THE COURT: Have you consulted a lawyer on any of
16 this?

17 MR. PICKLE: A little bit. I was represented by
18 counsel for --

19 THE COURT: Why don't you have a lawyer now?

20 MR. PICKLE: Well, Your Honor, frankly, I don't
21 have the millions at my disposal that the plaintiffs do.

22 THE COURT: That's true. They got you there.
23 That's true.

24 MR. PICKLE: And I'm trying not to end up at the
25 end of this bankrupt.

1 THE COURT: But the thing of it is that you might.
2 And let me suggest something to you here. All right? You
3 need to concentrate your resources, time, and monetary. And
4 the way you need to do this, instead of sending out one of
5 these blanket kind of subpoenas for all this information,
6 which you understand they're going to resist because, number
7 one, they have lawyers and that's what lawyers do. All
8 right? And number two is that they don't want you to have
9 all this information.

10 I don't know what's in there. Maybe there's
11 nothing. Maybe there's something, but, I mean, but that's
12 the way that this game is played, is that people ask for
13 information and those who are, from whom it is requested,
14 resist it as much as possible. Whether it contains anything
15 that's harmful or not, they'll resist it unless the cost of
16 producing it is less than the cost of resisting it. It's
17 just that simple.

18 What you need to do is force them to narrow exactly
19 what statements and when they were made and how they were
20 made that they believe to be defamatory. They cannot be
21 successful in their case just by generally alleging that you
22 and Mr. Joy made some generalized statements or implications
23 about the folks at Three Angels Broadcasting in retaliation
24 for you supposedly blowing the whistle on some family
25 problems that Mr. Shelton had that this was defamatory.

1 All right. Just because they -- I mean I can say,
2 well, generally speaking, I believe that so and so cheats on
3 his taxes. Well, there's going to have to be a little bit
4 more than that. Okay?

5 Now, obviously, they're trying to back you down for
6 some reason. I don't know to whom these statements were made
7 or how wide. How widely are these statements circulated?

8 MR. SIMPSON: Judge, may I interrupt? Is Mr. Joy
9 back on the line?

10 MR. JOY: I am.

11 THE COURT: How widely were these statements
12 circulated?

13 MR. JOY: Whatever statements we have made are on
14 our website and all the world can read. And --

15 THE COURT: What statements, exactly, have you
16 made? This might narrow things down considerably.

17 MR. JOY: Yeah, one series of statements we made
18 regarding the 1998 house deal whereby Danny Shelton bought a
19 house from Three Angels for \$139,000 and then turned around
20 and sold it one week later for 135,000. And he's the one who
21 signed in 1998 Form 990. And the question that was asked was
22 there any Section 4958 excess benefit transactions? He
23 checked that. That says, no, there were none. And yet
24 the -- and this would, in my opinion, qualify for a Section
25 4958 transaction.

[THE COURT]

1 don't want to get sued themselves for giving up information
2 they shouldn't be giving up.

3 But in any event --

4 MS. LITZENBURG: It's a privilege issue, Your
5 Honor. This is Deanna Litzenburg for Gray Hunter Stenn. We
6 have invoked the accountant-client privilege that exists
7 under Illinois law. We believe the defendants take issue
8 with the privilege and say that it doesn't apply. It is our
9 position in a diversity case and that when the subpoenas are
10 issued from the Southern District of Illinois court, that the
11 Illinois privilege law applies.

12 THE COURT: Well, probably in a case like this, to
13 the extent such a privilege would exist, it's probably been
14 waived, at least partially, by the fact of these allegations.
15 I mean when Three Angels made the decision to bring this
16 lawsuit over these allegations, then, you know, they have
17 very smart lawyers who know that the truth of the
18 statements -- I mean if the statements are on their websites,
19 I'm sure that there's no doubt as to what the statements are,
20 so that places the defendants in the position of having to
21 demonstrate the truth of what they're saying. And the only
22 way they are going to do that is, well, by getting into these
23 records.

24 MS. LITZENBURG: But, Your Honor, I think the
25 privilege belongs to the accountants, and in this case we are

[MR. PICKLE]

1 worked it out, they would provide somebody to physically
2 operate our copier so we would not receive the copy until
3 after the watermark had already been put on. She and I went
4 back and forth and worked out a procedure.

5 MS. LITZENBURG: And the cost of that person was
6 never resolved either, Bob. So to represent to the Court we
7 had resolved that is unfair.

8 THE COURT: Well, resolutions are frequently in the
9 eye of the beholder so we don't need to get into that.

10 MR. PICKLE: I would like --

11 THE COURT: Who is this?

12 MR. PICKLE: This is Bob Pickle.

13 THE COURT: You have to remember to say who you
14 are.

15 MR. PICKLE: The plaintiffs have represented that
16 they intend to use the financial statements and 990s and the
17 auditor at trial. And we need to be able to challenge the
18 figures that are in those financial statements and 990s as
19 well as the information that the auditor would disclose at
20 trial.

21 THE COURT: I have no doubt that you are entitled
22 to a large amount of the financial information that pertains
23 to Three Angels Broadcasting, and it's -- anything concerning
24 these transactions that were referred to surrounding the
25 supposed defamatory statements. And, you know, there's just

1 no easy or cheap way to do this.

2 You know, I kind of think Three Angels probably
3 should have thought this through a little bit. My guess is
4 that Three Angels probably thought that these guys had
5 probably backed down pretty quick when this defamation
6 lawsuit was filed. And that I understand that organizations
7 like Three Angels operate a lot of their fiscal viability --
8 not physical, Jane. It's fiscal, F-I-S-C-A-L -- depends upon
9 regular contributions from people who are frequent listeners
10 and watchers, and these kinds of little nasty bits such as of
11 the revelation involving Mr. Shelton's brother tend to or any
12 impropriety on behalf of Mr. Shelton himself would probably
13 tend to erode some of those. And so a nice public way of
14 refuting those statements is by filing a defamation action,
15 and, you know, saying it ain't so, Joe.

16 But the problem is, is now Three Angels has opened
17 up a very large can of worms here. And it's a very large can
18 of worms. And there are a lot of different ways that
19 financial impropriety could be disguised by clever
20 bookkeeping. There are a lot of -- I'm not saying that
21 that's happened here. Don't anybody get all flustered. I'm
22 just saying that, you know, at this stage of the proceedings,
23 we have to presume that anything is possible. Anything is
24 provable. And there are a number of other transactions,
25 changes in accounting methods, any number of these that might

1 be relevant to prove that on a particular day that something
2 happened.

3 Let me get off track one second and ask this
4 question. On these particular allegations that concern like
5 these house transactions, those are just straightforward
6 deals, right? There's no doubt about the accounting on
7 those?

8 MR. PICKLE: I'm not sure of that because we don't
9 know how they were accounted for on the other side. In fact
10 the representation has been made by the chairman of the board
11 of the Three Angels Broadcasting Network that they had
12 cleared those through counsel from a fellow who came out of
13 the state of Oregon. I believe in the northwest. And at the
14 time it was obviously the accounting firm was, as we
15 understand it, based on the representation of the chairman,
16 we do not believe that the accounting firm before the fact
17 addressed these issues, although we're not sure.

18 THE COURT: Has Three Angels designated its
19 forensic expert on these accounting matters yet for the
20 Massachusetts proceeding?

21 MR. SIMPSON: This is Greg Simpson. The time to do
22 that has not yet occurred under the scheduling order so, no.

23 THE COURT: And what is your experience, Greg, with
24 this Massachusetts court, the judge in particular? I know,
25 for instance, in our district we have some judges who are in

1 more of a hurry than others to get these to trial. How much
2 time do we have on this?

3 MR. SIMPSON: They don't appear to be in any
4 over -- we're not on a fast track, and the parties have
5 recently submitted a stipulated order to extend the discovery
6 and unexpired deadlines out another 90 days to permit
7 discovery to occur. There were some delays in the case
8 including a three or four-month delay when we were waiting
9 for the confidentiality order before the discovery issue
10 could take place and Mr. Joy filed for bankruptcy which
11 caused a temporary stay in the proceedings until the
12 automatic stay was lifted.

13 And for other reasons the cases, in the discovery
14 phrase and the document exchange phase. So there has been an
15 exchange of written requests for documents and exchange of
16 documents, as well.

17 We got an order back from Magistrate Judge Hillman
18 recently, basically, ordering Mr. Pickle to reserve document
19 requests that were more narrowly tailored to issues in the
20 case, and that would then permit the issues to become more
21 narrowly defined with the idea if Mr. Pickle and Mr. Joy and
22 I cannot work out our differences about what's discoverable,
23 that it would definitely write for submission to the Court.

24 THE COURT: Well, let me do this: Have you even
25 made your Rule 26 disclosure concerning your accounting

1 expert?

2 MR. SIMPSON: Well, we've made the Rule 26, the
3 mandatory disclosures.

4 THE COURT: Have you filed a report yet concerning
5 your expert?

6 MR. SIMPSON: No.

7 THE COURT: Because, Mr. Joy and Mr. Pickle, here's
8 what we're going to do. All right? I'm trying to figure out
9 what is going to be the best way to permit you folks to
10 examine the information you need to examine, but doing so in
11 a way that is going to be efficient for all concerned. All
12 right?

13 Gray Hunter Stenn has a business to operate, and
14 they -- you know, forcing them to just open up a wing of
15 their office for you guys to come in and go through
16 mountains -- I'm sure there are literally mountains of
17 paperwork on this. Is that correct, Ms. Litzenburg?

18 MS. LITZENBURG: Yes, there are quite a few, Your
19 Honor.

20 THE COURT: And so 95 percent of it is going to be
21 useless in terms of even leading to the discovery of relevant
22 information. That doesn't mean that you probably aren't
23 going to have a right to look at a lot of it. And my
24 practice is always to err on the side of disclosure in these
25 things. But we do have, we do have a big, big undertaking

1 here. And I don't know how much money you guys, Mr. Joy and
2 Mr. Pickle -- my goodness, you know, somebody is helping you
3 out with this financially because, you know, this is, I mean
4 this is like David and Goliath only David doesn't even have a
5 rock for his sling in terms of fighting this thing out.

6 Here's what I want to do. For right now I want to
7 continue the subpoena. Not going to do anything with it.
8 Okay? And what we need to do is wait until there has been a
9 disclosure in Massachusetts of their expert on exactly what
10 is the nature of this defamatory statement.

11 Now they don't have to disprove the fact. They
12 don't have to come in and disprove that Mr. Shelton was a
13 crook, for example. Okay? You guys have to prove that he
14 was a crook or that, at least, you had some information along
15 those lines. And I think after that's been a little bit
16 more -- and I'm trying to work this out in conjunction with
17 what Judge Hillman is doing, as well, because you just don't
18 want two people stirring this thing from different
19 directions.

20 MR. JOY: Your Honor --

21 THE COURT: Yes.

22 MR. JOY: -- this is Gailon Arthur Joy, again. One
23 of the things that you need to understand is that the judge
24 has already ruled on their motion for scope and relevance
25 essentially denying everything they asked for. The only

1 issue outstanding was that he wanted the actual request to
2 produce to be narrowly covered so they would fit into the
3 specifics about the allegations.

4 THE COURT: And this is in your Rule 34 request?

5 MR. JOY: I'm sorry. What was that again?

6 THE COURT: Is this regarding your Rule 34 request
7 to produce?

8 MR. JOY: The plaintiffs, after the confidentiality
9 order was finally ruled on and we started moving back toward
10 the discovery files, they promptly moved and brought forward
11 a new motion to limit scope and relevance. And the bottom
12 line is that issue was heard and the Court in Massachusetts
13 via the judge magistrate simply struck all of their requests,
14 and, in fact, ironically imposed a rather unusual request on
15 counsel.

16 They had wanted the -- our subpoenas to be reviewed
17 by the Court before they would be issued, and we really
18 didn't impose that. We didn't have any problem with it. And
19 frankly and ironically, the magistrate ordered that even
20 counsel for the other side would have to have their subpoenas
21 reviewed prior to issuing them.

22 So we've already struck out or carved out a very
23 clear statement from this Court on the issue of scope and
24 relevance. The bottom line is, you know, the plaintiffs here
25 just continue to dodge the production of documentation that

1 we need that's essential for the preparation of the trial,
2 particularly for the, you know, particularly for the experts.

3 Because you're right. There are mountains of
4 information to go through. That's why, one of the reasons
5 why the system that we had picked out for bringing them there
6 and having them review the documents and determine what
7 wasn't relevant and what they wanted copied seemed to make
8 sense and is the least expensive situation for Gray Hunter
9 Stenn as well as for ourselves since we were bringing our own
10 copy equipment.

11 THE COURT: When is it that you are to have
12 narrowed your requests out in Massachusetts?

13 MR. JOY: Those are already done, Your Honor.

14 THE COURT: Those are done. And has Three Angels
15 received those?

16 MR. SIMPSON: This is Greg Simpson.

17 MR. JOY: They have.

18 MR. SIMPSON: This is Greg Simpson. Yes, Your
19 Honor. Let me clarify what Mr. Joy has said. The order from
20 Judge Hillman, unfortunately, is in the record so you can
21 look for yourself and see what he did, but he basically
22 struck the document request that they had issued previously
23 and ordered them to produce, to serve more narrowly crafted
24 ones, which they did. And Mr. Pickle and I have been in
25 negotiations talking at kind of a pre -- before we respond to

1 it formally and then our response is due in the very near
2 future to their document requests. At which point if we
3 can't reach an agreement, we are going to go through the meet
4 and confer process which was really part of the problem the
5 first time around. That we hadn't gone through it because
6 the motion was filed before, to compel was filed before this
7 process was undergone.

8 THE COURT: You know what I'm thinking of doing
9 here, just -- I don't know. I may want to talk to Judge
10 Hillman. One of the options I have is to transfer this
11 dispute to Massachusetts, as well.

12 MR. SIMPSON: I would be in favor of that. I think
13 Judge Hillman understands. And I don't mean to disparage the
14 Court in any way. It's just that he understands first hand
15 what the issues in the case are because he's had his head
16 into it for a longer period of time and I think --

17 THE COURT: These are not really exotic issues.
18 The difficulty that I foresee or would like to head off is
19 that I'm very reluctant to start issuing orders that may be
20 at odds with Judge Hillman's work up-to-date that may be
21 absolutely consistent. I don't know, but I don't want to
22 start -- I don't want to even invite the possibility of
23 inconsistent rulings.

24 MR. PICKLE: Your Honor, this is Bob Pickle. The
25 Western District of Michigan ordered that -- we filed a

[MR. SIMPSON]

1 and their schedules and whatever they used to create their
2 tax return, the final product, that goes out with the filing.
3 This is what they are looking for is a short cut. They could
4 go back and ask for the underlying documents. And, in fact,
5 they've done that, and that's what's pending before Judge
6 Hillman. They asked for the core documents that relate to
7 all these transactions, and Judge Hillman is saying, okay,
8 you can have them if you can narrowly tailor it to the issues
9 in the case.

10 THE COURT: Let me ask you a question here. Would
11 it be relevant or at least interesting to you if you were on
12 the other side of this case, Mr. Simpson, if it turns out
13 that the documents that the accountant has are different from
14 the documents that actually exist or maintained by Three
15 Angels Broadcasting, that perhaps if Three Angels
16 Broadcasting was selective about the documents they turn over
17 to their accountants?

18 MR. SIMPSON: If it related -- well, how is that --
19 I would certainly want the information for the reasons that
20 you said. I'd be hoping that there was some discrepancies,
21 in particular, that I didn't know about. I would like to
22 find some more ammunition to justify the wholesale assault on
23 3ABN that we've seen. That would make it -- it doesn't make
24 it relevant to the issues of -- that the defamatory
25 statements that they have made, they have something in mind.

1 They had some information about certain transactions, and
2 he's told you about some of them. And they're entitled to
3 discovery on those issues, but they're not entitled to get
4 every scrap of paper to see if there's something else they
5 are looking for.

6 THE COURT: Mr. Shelton, though -- here's the
7 problem. Mr. Shelton is not some disgruntled clerk who is
8 stealing out of the small, you know, cubby that may be
9 relegated to a particular file clerk or something. You know,
10 Mr. Shelton has access to the whole piggy bank. And I'm not
11 saying, obviously, that he is or was doing anything, but what
12 I'm saying is that if a person who has access to everything
13 were to be using it for private gain, then it is not
14 unreasonable to believe that perhaps other instances might
15 exist where the corporate entity was used improperly for
16 private gain, and that would tend to, even if it had nothing
17 to do.

18 Let's just say for argument sake that further
19 investigation into this were to disclose that on a different
20 date in a different year that Mr. Shelton stole a hundred
21 thousand dollars from Three Angels Broadcasting using a
22 completely different means than -- that would be relevant to
23 the defamation action now, wouldn't it?

24 MR. SIMPSON: Let me say first there's been no
25 allegation that anything --

1 THE COURT: No. No. No. No. You don't need to
2 go into. We don't need a spin on this. I'm just saying and
3 I would have no idea. Hopefully, it doesn't exist, but if it
4 did, wouldn't that be some relevant information to put out in
5 front of a fact finder at a trial?

6 MR. SIMPSON: Let me go back to where you were
7 originally going. What's going to happen now is that these
8 defendants are going to get a subset of the financial
9 records, and what subset they get is going to be determined
10 based on how they craft these second set of document
11 requests, and which and how Judge Hillman narrows them if we
12 can't agree how they should be interpreted. And what they're
13 asking you to do is to, basically, circumvent that by giving
14 them everything, but in the guise of giving them the account
15 file.

16 THE COURT: Which is what I'm not going to do right
17 now for the simple reason I'm not going to undermine Judge
18 Hillman's efforts on this. We may turn out to be going
19 exactly the same direction. However, Judge Hillman already
20 has his hands on this. He has an idea where he wants this to
21 go, and I'm not going to start doing things on this end that
22 might be messing that up.

23 However, you know, I will say this: Has Three
24 Angels and Gray Hunter Stenn, have you provided the
25 defendants any and all accounting records that would pertain

1 to the transactions that are detailed in the complaint and
2 for the time periods? I would think at a minimum you're
3 going to need to start off with that.

4 MS. LITZENBURG: This is Deanna Litzenburg. Gray
5 Hunter Stenn hasn't produced anything.

6 THE COURT: Well, that's right. You wouldn't have.

7 MS. LITZENBURG: They reviewed this blanket
8 subpoena asking for everything.

9 THE COURT: I hear you. Gray Hunter wouldn't. Has
10 Three Angels provided that information?

11 MR. SIMPSON: We've provided them with thousands of
12 pages of documents. And we are not yet, the time to respond
13 to their narrow document request has not yet expired, but in
14 the next --

15 THE COURT: In that case --

16 MR. SIMPSON: -- in the next production we will
17 either identify where we've already produced it or produce
18 additional records that pertain to the specific transactions
19 that they identified.

20 THE COURT: In that case here's what I'm going to
21 do then. I can see where this is going now because this is
22 just --

23 MR. PICKLE: Your Honor, can I speak to the issue
24 of complete production?

25 THE COURT: No. No, we don't need to get there

1 right now. All we're dealing with here, because the
2 production issue is clearly not before me.

3 MR. PICKLE: Could I --

4 THE COURT: No. No. No. We're done here. I have
5 one of two options here. And I could either go ahead and
6 quash this subpoena and with the understanding that the
7 defendants could reserve the subpoena on Gray Hunter Stenn at
8 a later date when this scope of discovery has been narrowed
9 by Judge Hillman in Massachusetts. That would --

10 MR. PICKLE: Your Honor --

11 THE COURT: No. No. No. You have had your time
12 to talk. Now is mine.

13 MR. PICKLE: Okay.

14 THE COURT: I don't know what that would really
15 accomplish, so what I'm going to do is this: We're going to
16 do nothing on this. We're just going to leave this subpoena
17 open for right now. And I will direct that Gray Hunter Stenn
18 and Three Angels take every effort to preserve any documents
19 of any kind, documents or records of any kind, electronic or
20 otherwise, which might be produced under the subpoena. And
21 I'm going to then order right now that any further litigation
22 concerning the subpoena which has been issued to Gray Hunter
23 Stenn be transferred to the district of Massachusetts and
24 Judge Hillman because it is so closely and completely
25 intertwined with matters before him at this time. And I fear

1 that anything which might be done here might lead to
2 inconsistent rulings, and that will be that.

3 So the subpoena is open. Gray Hunter Stenn and
4 Three Angels are ordered to preserve any records of any kind,
5 electronic or otherwise, which might satisfy the subpoena.
6 The matter then will be transferred to Judge Hillman for any
7 further action. And waiting until the scope of discovery is
8 resolved is going to be a good way to do that.

9 And we have made a transcript of these proceedings.
10 Anybody who desires to have a transcript may contact Jane
11 McCorkle and arrange for the transcript. And that will be
12 that. Actually, you're going to have this electronically so
13 I guess Judge Hillman could pull this up if he wanted to if
14 somebody orders it. Right. And that will be that.

15 MR. SIMPSON: Thank you, Judge Frazier.

16 THE COURT: All right. Thanks, everybody.

17 (End of hearing.)

18

19

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Ex. H

Subject: RE: Remnant and MidCountry Bank Records
From: "Gailon Arthur Joy"
Date: Fri, 31 Oct 2008 00:19:49 -0400
To: "Greg Simpson", "Bob"
CC: "John Pucci", "Lizette Richards", "Chris Penwell"

Mr Simpson:

There is also a paragraph 7:

"7. Neither party is obligated to challenge the propriety of any Subject Discovery Materials designated as Confidential information, and a failure to do so in this action does not preclude a subsequent attack on the propriety of the designation."

And you would have to be specific when you designated all the documents you reference as "confidential".

IE: A copy of each such communication. No rule 11 violations allowed.

We should also consider doing something to protect spoliation of the evidence, should we not?

Gailon Arthur Joy

From: Greg Simpson
Sent: Thursday, October 30, 2008 4:50 PM
To: Bob; gailon@...
Cc: John Pucci; Lizette Richards; Chris Penwell
Subject: Remnant and MidCountry Bank Records

Bob and Arthur:

Paragraph 1 of the Confidentiality and Protective Order entered in this case on April 17, 2007 grants the right to any party to designate any Discovery Material, no matter who produces it, as "Confidential" and subject to the Order.

Plaintiffs have previously designated, and hereby reaffirm their designation of, the following materials as Confidential:

1. All documents produced by Remnant Publications under cover letter from Charles Bappert dated September 22, 2008, and further denoted with numbers REM001 to REM305.
2. All document produced by MidCountry Bank under seal to Judge Hillman in September of 2008.
3. Any other documents produced to Defendants pursuant to third party subpoenas issued by Defendants in this case.

4. All documents produced by Plaintiffs that have been designated by label or cover letter as "Confidential."

Per Judge Saylor's order of October 30, 2008 and the terms of the Order, you will be required to return these documents to the originator and to destroy or return all copies and notes of same. You will also be required to retrieve any copies that were provided to third parties, such as experts, and to ensure that no notes or copies of these documents remain in the custody of such third parties.

I want to impress upon both of you the importance of full compliance with the Confidentiality and Protective Order. If I become aware of any evidence that Confidential material has been retained by you or released to others by you, or if I become aware of internet postings that reflect or imply the contents of Confidential materials, my instructions are to immediately seek relief from the Court.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@...

SIEGEL BRILL

GREUPNER DUFFY

& FOSTER P.A.

1300 Washington Square

100 Washington Avenue South

Minneapolis, MN 55402

T (612) 337-6100


F (612) 339-6591


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Ex. I

Subject: 3ABN v. Joy
From: "Greg Simpson"
Date: Fri, 31 Oct 2008 09:58:37 -0500
To: <gailon@...
CC: "Bob", "Chris Penwell"

Arthur-

 I have received the blog posting by you pasted in this email below. I will be bringing a motion to enforce the Confidentiality Order unless you provide a satisfactory explanation TODAY of why your reference to net receipts from book deals does not reveal confidential information that you obtained from Remnant Publications.

 Well, here we are!!! When do I get my own world-wide television ministry to go along with the rest of the hypocrisy??? I would like a jet, my own personal secretary and a barn full of horses and a cute little filly to go with the new sports car. **And I need to be able to do book deals that will net \$300,000 annually, minimum!!!** A new house with a tarred driveway and a gate would be nice!!! 4,300 sq feet of living space would be ok, as long as the grandchildren get to live with us!!! But I also need one of those disappearing mortgages from a foundation somewhere!!! I also need complete discretion to hire, fire and ridicule people regardless of due process. I would clearly need "kingly authority"!!!

Well, Grandma, When do I start???

Problem is it has never been my goal to "wipe out sin" at 3ABN!!! Where did you get such a strange idea??? Getting a bit soft upstairs, Grandma? To do that we would have to destroy them all!!! Sounds like a good start but a bit problematic with the civil common law!!! Particularity in a modern era!!!

ANd you have the audacity to challenge Bob's extrapolations? LOOK IN THE MIRROR!!!

My purpose has always been to bring accountability,,a concept you reject!!! Ideally I would like to see a constituency and a governance elected based on General Conference standards, not the gang of fifteen standards. I would like to see due process for the accused, including the presentation of REAL evidence. I would like to see justice for all, not just the few!!! Would be nice to see the face of adventism adopt a few christian standards in their own lives, in other words, practice what they preach.

WIPE OUT SIN??? Are you daft, my dear???

To pull out specific counsel that addresses a specific situation within a church is contrary to the principles of Matthew 18 and we could go on. YOU are the most egregious in your failure to follow the very clear instructions of part three: TAKE IT TO THE CHURCH!!! YOU, GRANDMA, ARE ALL MERCY AND NO JUSTICE...a bit out of balance in my BIBLE!!!

Your unbalanced view of mercy and justice is simply un-biblical...shocker, huh?

And shall we end with the premise that Grandma is definitely above reproach!!! She has never called anyone to task in other than a "loving way"!!! If one believes this sales job, then I have the Brooklyn

Form 990 (2007)

Remnant Publications, Inc.

Page 2

Part II Statement of Functional Expenses

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.

	(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 a Grants paid from donor advised funds (attach schedule) (cash \$ <u>0</u> noncash \$ <u>0</u>) If this amount includes foreign grants, check here <input type="checkbox"/>	0	0		
22 b Other grants and allocations (attach schedule) (cash \$ <u>0</u> noncash \$ <u>0</u>) If this amount includes foreign grants, check here <input type="checkbox"/>	0	0		
23 Specific assistance to individuals (attach schedule)	0	0		
24 Benefits paid to or for members (attach schedule)	0	0		
25 a Compensation of current officers, directors, key employees, etc. listed in Part V-A	50,000	5,000	45,000	0
b Compensation of former officers, directors, key employees, etc. listed in Part V-B	0	0	0	0
c Compensation and other distributions, not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0	0	0	0
26 Salaries and wages of employees not included on lines 25a, b, and c	440,132	44,013	378,514	17,605
27 Pension plan contributions not included on lines 25a, b, and c	0			
28 Employee benefits not included on lines 25a - 27	21,070	2,107	18,120	843
29 Payroll taxes	56,505	5,651	46,594	4,260
30 Professional fundraising fees	119,688			119,688
31 Accounting fees	5,235		5,235	
32 Legal fees	3,528		3,528	
33 Supplies	28,614	8,243	20,371	
34 Telephone	13,478		13,478	
35 Postage and shipping	378,146	378,146		
36 Occupancy	120,000		120,000	
37 Equipment rental and maintenance	1,220	1,220		
38 Printing and publications	1,084,570	1,084,570		
39 Travel	166,076		149,488	16,608
40 Conferences, conventions, and meetings	0			
41 Interest	36,969		36,969	
42 Depreciation, depletion, etc. (attach schedule)	178,196	170,840	7,356	0
43 Other expenses not covered above (itemize):				
a Charge card expense	24,260	0	24,260	0
b Transfers	897,032	0	897,032	0
c Advertising	25,823	0	18,627	7,196
d Royalty expense	202,917	0	202,917	0
e Insurance	31,126	0	31,126	0
f Property taxes	2,849	0	2,849	0
g Utilities	24,224	0	24,224	0
44 Total functional expenses. Add lines 22a through 43g. (Organizations completing columns (B)-(D), carry these totals to lines 13-15.)	3,911,658	1,699,790	2,045,668	186,200



Joint Costs. Check if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? Yes No
 If "Yes," enter (i) the aggregate amount of these joint costs \$ 0; (ii) the amount allocated to Program services \$ _____;
 (iii) the amount allocated to Management and general \$ _____; and (iv) the amount allocated to Fundraising \$ _____

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
January 3, 2008

Tommy Shelton

Marion, KY 42064

3ABN Officers and Directors
c/o J. Lizette Richards
64 Gothic Street
Northampton, MA 01060

3ABN Officers and Directors
c/o Jerrie M. Hayes
100 Washington Avenue South, Suite 1300
Minneapolis, MN 55401

Dear Tommy and 3ABN Officers and Directors:

Pursuant to Local Rule 15.1 of the District Court for the District of Massachusetts, which concerns amending the pleadings in order to add new parties, we are serving “in the manner contemplated by Fed. R. Civ. P. 5(b), the motion to amend upon the proposed new party at least ten (10) days in advance of filing the motion.”

Please find enclosed our contemplated motion, a memorandum, and the proposed addition to our answer to the plaintiffs’ complaint, which would have the effect of adding you as party plaintiffs if granted by the court.

Since today’s date is the 3rd, the motion would be filed on January 13 (10 days from now), or after the court grants leave to file this motion, whichever is later.

Sincerely,

Bob Pickle


cc: D. Michael Riva

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Sent To: Tommy Shelton

Street, Apt. No., or PO Box No. [REDACTED]

City, State, ZIP+4: Marion, KY 42064


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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.79	

Sent To: Jerrie Hayes

Street, Apt. No., or PO Box No. 100 Washington Ave S, Suite 300

City, State, ZIP+4: Minneapolis, MN 55401

PS Form 3800, August 2006 See Reverse for Instructions

Ex. R

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
January 3, 2008

Linda Sue Shelton
c/o Laird J. Heal
P.O. Box 365
Sterling, MA 01564

Nicholas P. Miller

Niles, MI 49120

Derrell Mundall

Loma Linda, CA 92354

Dear Linda, Nick, and Derrell:

Pursuant to Local Rule 15.1 of the District Court for the District of Massachusetts, which concerns amending the pleadings in order to add new parties, we are serving “in the manner contemplated by Fed. R. Civ. P. 5(b), the motion to amend upon the proposed new party at least ten (10) days in advance of filing the motion.”

Please find enclosed our contemplated motion, a memorandum, and the proposed addition to our answer to the plaintiffs’ complaint, which would have the effect of adding you as third party defendants.

Since today’s date is the 3rd, the motion would be filed on January 13 (10 days from now), or after the court grants leave to file this motion, whichever is later.

Looking forward to when this is all behind us,

Sincerely,

Bob Pickle

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Sent To: Nicholas Miller
 Street, Apt. No. or PO Box No.: [REDACTED]
 City, State, ZIP+4: Niles, Michigan

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.62

Postmark Here
 JAN 3 2008

Sent To: Derrell Mundall
 Street, Apt. No. or PO Box No.: [REDACTED]
 City, State, ZIP+4: Loma Linda, CA 92354

PS Form 3800, August 2006 See Reverse for Instructions

BIRINGER, HUTCHINSON, LILLIS, BAPPERT & ANGELL, P.C.

Ex. A

ATTORNEYS AT LAW
CENTURY BANK AND TRUST BUILDING
100 WEST CHICAGO STREET
COLDWATER, MICHIGAN 49036-1897

JOHN D. HUTCHINSON*
CHARLES J. LILLIS*
CHARLES R. BAPPERT**
MEGAN R. ANGELL
KARLYE A. HORTON
*also admitted in Indiana
**also admitted in Ohio

PHONE (517) 279-9745
TOLL FREE (866) 279-9745
FAX (517) 278-7844

Charles.Bappert@Coldwaterlaw.com

RICHARD F. BIRINGER
(1924-2008)

September 22, 2008

G. Arthur Joy
3 Clinton Road
Box 37
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:

Enclosed are documents from Remnant Publications, given to you pursuant to your out of district subpoena, as limited by Judge Ellen S. Carmody.

Although these documents are due to you today, Monday, September 22nd, you have agreed to production by Federal Express either today or tomorrow, at my request.

As you can see, these documents are numbered with a identifying sticker and identifying that they are subject to a confidentiality order of the Unites States District Court for the Central District of Massachusetts. They are sent to you under the condition that they are a part the discovery in that case, and subject to the confidentiality order of the Court, and pursuant to that order, disclosure of these documents is restricted, and your signature to that confidentiality order was obtained, under penalty of perjury.

If I can supply any additional information or answer any immediate questions or concerns, please call.

Please sign + return stipulation.

Very truly yours,



Charles R. Bappert

EX 700

Enc. g15003.34

Ex. B

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*
CHARLES J. LILLIS*
CHARLES R. BAPPERT**
MEGAN R. ANGELL
KARLYE A. HORTON
*also admitted in Indiana
**also admitted in Ohio

PHONE (517) 279-9745
TOLL FREE (866) 279-9745
FAX (517) 278-7844

Charles.Bappert@Coldwaterlaw.com

RICHARD F. BIRINGER
(1924-2008)

October 24, 2008

Robert Pickle
1354 County Highway 21
Halstad, MN 56548

Re: 3ABN v Pickle & Joy
United States District Court for the Central District of Massachusetts
Case No. 07-40098-FDS

Dear Mr. Pickle:

This will respond to your letter of October 23, 2008, regarding certain Remnant documents protected by the confidentiality order of the court in the above-captioned case.

The order was entered to protect the interests of the parties to the litigation. Remnant Publications is not a party to the litigation. It is neither necessary nor sufficient to consult me about the disclosure or use of the documents. Public disclosure of any document, protected by the confidentiality order, requires either the consent of 3ABN or an order of the court upon proper motion.

If you have any immediate questions or concerns, please call or email.

Very truly yours,

Charles R. Bappert

Charles R. Bappert

kjh g15003.40.doc

pc: Greg Simpson
Dan Hall

EX 701

Greg Simpson

From: Gailon Arthur Joy [Gailon@gabbjoy4.com]
Sent: Friday, October 31, 2008 3:15 PM
To: Greg Simpson
Cc: 'Bob'; Chris Penwell
Subject: RE: 3ABN v. Joy

Mr. Simpson,

Are you and your client grasping at straws? Is your client
Now a reticent victim of their own "Voluntary Motion to
Dismiss"?

It is patently clear that the dismissal was yet another bad
move by clients that that were reluctant litigants and will
continue to try and void the First Amendment by every
means possible. It will not be allowed!!!

Don't YOU bare your teeth at me until you learn how to
Read. I leave it to you to compare the allegations in the
website and the confidentiality order. If you can't find the
connection, then YOU feel free to file yet another frivolous
Motion that will be met with a Request for RULE 11
Sanctions.

And another thing, counselor, if you have done any analysis
of the materials from Remnant publications in tandem with
contract information from PPA, you see that the "book
Deals" referenced in the lawsuit net a good deal more than
\$300,000. Our sources "understated" the actual sums and
we easily deduced the same from the numbers reportedly
sold!!! The storyline conclusion makes even that very clear.

But, then, if I were a lawyer for these miscreants, I would
not want to analyze the documents and numbers either.
One would discover their client, Danny Lee Shelton, had
indeed privately inured himself at the expense of my other
client, Three Angels Broadcasting Network, Inc, a firm
funded by donations developed from the public trust. This
would create an instant conflict of interest and have the
obvious consequences, not to mention that your client
3ABN would have a claim against your client Danny Lee
Shelton for excess benefit!! Among other issues.

But, don't I recall that you investigated the allegations
before filing suit and exonerated these factually challenged
clients from the allegations made by Joy and Pickle??

Oh, no, now what do you do??? At this point, counselor, we leave you to your own demise and devises.

Must really torque that board to know that the former President so significantly filled his own coffers with 501c-3 contributions given to preach the Three Angels Messages and then and dragged them into a very expensive pitched battle at their expense to defend a liar and a cheat.

Wonder if it torqued them enough to at least fire the miscreant President, founder and CEO? And what would their excuse be for not doing so?

Inquiring minds want to know, Mr. Simpson!!! Would you Like to make a public statement on the issue for the record?

Clearly, our reporting is not done by any figment of their imagination and if you think you can fallaciously invoke the Confidentiality Order every time we say something sensitive from our broad number of sources, then we are ALL in for a perpetual conflict. They should have gone for the finish line and not run for cover when the evidence was stacking up against them. And there are so many violations of the very same Confidentiality Order by your clients and yourselves that it will clearly require some definitive conflict to clear the issues of what constitutes confidentiality documents, something that was not resolved, despite our protests.

In any event, you make it clear to your clients and your firm that any action will be met VIGOROUSLY, as if the past two years have not been proof enough. It is clear from your outrageous claim that this should have been brought to a satisfactory conclusion at bar before a jury of our peers.

I eagerly await your response!!!

With diminishing respect,

Gailon Arthur Joy

From: Greg Simpson [mailto:GregSimpson@sbgdf.com]
Sent: Friday, October 31, 2008 10:59 AM
To: gailon@gabbjoy4.com
Cc: Bob; Chris Penwell
Subject: 3ABN v. Joy

Arthur-

I have received the blog posting by you pasted in this email below. I will be bringing a motion to enforce the Confidentiality C



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN



OFFICE OF THE CLERK

www.miwd.uscourts.gov

Ex. D

399 Federal Bldg.
110 Michigan St., NW
Grand Rapids, MI 49503
(616) 456-2381

B-35 Federal Bldg.
410 W. Michigan Ave.
Kalamazoo, MI 49007
(269) 337-5706

113 Federal Bldg.
315 W. Allegan St.
Lansing, MI 48933
(517) 377-1559

229 Federal Bldg.
202 W. Washington St.
Marquette, MI 49855
(906) 226-2021

July 2, 2008

Mr. M. Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, P.A.
100 Washington Avenue South, Ste. 1300
Minneapolis, MN 55401

RE: in re Out of District Subpoena
Case No. 1:08-mc-00003 Hon. Richard Alan Enslin

Dear Mr. Simpson:

In reviewing the roll of attorneys admitted to practice in this district, we are not able to locate your name. The following are requisites for an attorney to become a member of the bar of this district:

1. Petition for Admission (see attached), including completion of sponsorship section by an attorney who is admitted to practice in the Western District of Michigan;
2. An original certificate of active status and good standing issued within the last 30 days from the state of the applicant's bar membership; and
3. \$175.00 fee payable to the Clerk, U.S. District Court.

Upon receipt of the above, your application will be submitted to the Chief Judge, or his designee, for review. If the application is granted, your name will be added to the list of attorneys admitted to practice in this district, and you will receive a certificate of admission. While a petition for admission will be accepted for filing in any office, the papers are forwarded to our Grand Rapids office for processing upon receipt. To expedite the process, petitions may be sent directly to Grand Rapids.

Please be certain that you comply with all of the attorney admission requirements. Failure to comply with all of the requirements will delay the processing of your petition. Original signatures are required on all submitted paperwork (copies will not be accepted).

Prior to seeking admission, you must familiarize yourself with the Local Rules which are available on the Court's web site (www.miwd.uscourts.gov). **Pursuant to Western District of Michigan Local Civil Rule 5.7 and Local Criminal Rule 49.10, effective January 1, 2005, attorneys must register to file and serve pleadings electronically by the ECF system.** An E-Filing Registration form is attached.

If you have any questions, please contact the Court at any office listed above.

Sincerely,

Ronald C. Weston, Sr., Clerk

/s/ bd

By: Deputy Clerk

Attachments

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

November 11, 2008

VIA E-MAIL AND U.S. MAIL

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

Gailon Arthur Joy
P.O. Box 37
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**

Dear Mr. Pickle and Mr. Joy

You have ignored my requests for the return of the Remnant documents as well as all of the "confidential" materials that we produced to you during the course of the litigation. I will be filing a motion to require you both to return all confidential materials, and to consent to the return of the MidCountry Bank records that are currently in the position of Magistrate Judge Hillman. It is my position that the confidentiality order and the order of dismissal by Judge Saylor requires these actions. Please advise me immediately whether you will oppose my motion.

Sincerely,



M. Gregory Simpson

MGS/ad

Ex. F

Subject: RE: [Fwd: RE: 3ABN vs. Pickle & Joy -- Motion to Return Confidential Documents]
From: "Greg Simpson"
Date: Thu, 13 Nov 2008 15:42:23 -0600
To: "Gailon"
CC: "Bob", "Chris Penwell", "John Pucci",
"Lizette Richards"

Arthur-

It is very simple. If you got a document from us or from Remnant that is marked as "Confidential," then it is subject to the protective order and you must give it back along with all copies and notes about it. It doesn't matter if you don't think it is confidential. It is *our* designation of it as confidential that makes it subject to the order. Appeal all you want -- you don't get to keep documents that were produced solely for litigation that has ended.



I am done debating it. The next thing you hear from me on this will be my motion papers.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@***

SIEGEL BRILL

GREUPNER DUFFY
& FOSTER P.A.

1300 Washington Square

100 Washington Avenue South

Minneapolis, MN 55402

T (612) 337-6100

F (612) 339-6591

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From: Gailon

Sent: Thursday, November 13, 2008 3:25 PM

To: Greg Simpson

Cc: 'Bob'; Chris Penwell; 'John Pucci'; 'Lizette Richards'

Subject: RE: [Fwd: RE: 3ABN vs. Pickle & Joy -- Motion to Return Confidential Documents]

Mr. Simpson,

Speaking of "exhibits" you will see your e-mail of last week yet again. I want it made clear, to you that I am not going to tolerate perpetual harassment as we continue our investigation.

You voluntarily dismissed and if you were not done, then you

should not have dismissed. It is certainly painfully clear this battle is not finished. There are several loose ends and they will need to be resolved as I am not going to have you filing motions to show cause every time I exercise free speech and journalize findings.

The confidentiality order has very specific terms that you have repeatedly voided with impunity. The most egregious is the issue of what is confidential. We have no problem returning properly designated documents, since most of what has been produced we had "collateral" sources on and the docs were merely confirmatory. Much to your chagrin!!! Many documents, particularly e-mails, we also had collaterally sourced and it is likely you will see those again.

What I do not want to see happen is perpetual allegations that we have breached the confidentiality order every time we quote sourced material that your documents verified. It is not our fault you have liars for clients and the sources reported reasonably accurately as confirmed by discovery. Your client will simply have to learn to deal with the enigma this presents as we move forward.

Perhaps you should consider verifying complaints before you put the assets of the firm on the line for the next fee for harassment case you elect to take under retainer.

I want clarification of what is deemed "confidential" pursuant to the Confidentiality Order and we will be happy to comply with the courts's rule. In the alternative we will seek clarification from the bench and also clarify that collaterally sourced information is fine to report. Perhaps a stipulation could be ironed out to avoid further conflict.



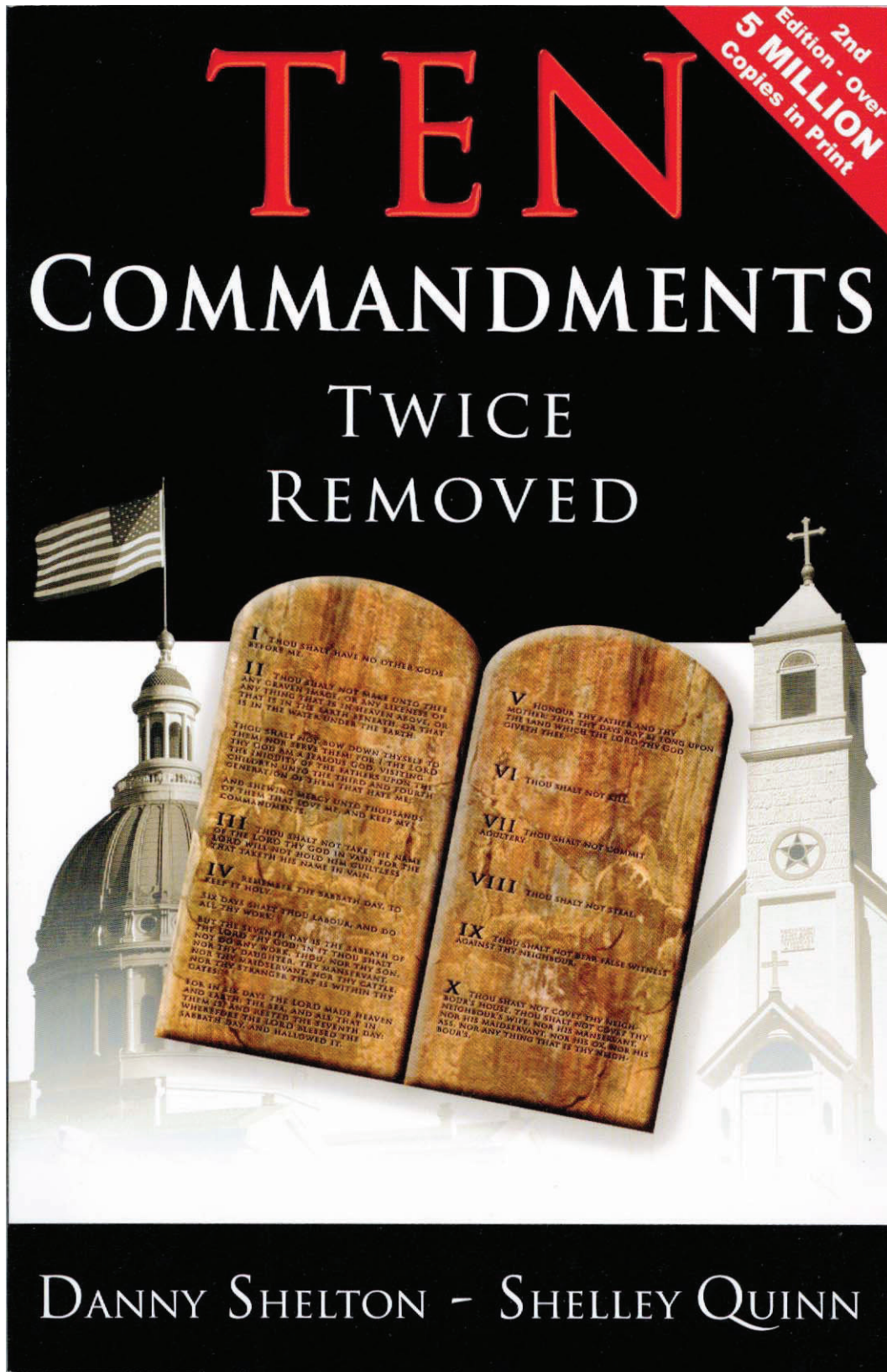
Again, let me clarify that we do intend to file an appeal of the District Court dismissal and that will also impact what will have to remain under seal. We will try to narrow that down as we progress toward developing the summary of appeal. That also weighs into the calculation.

Point is, your motion is without merit and premature and the issues can be resolved with appropriate clarifications. And while we are at it, perhaps we can resolve the issues related to the motion for costs as well.

Respectfully submitted,

Gailon Arthur Joy

From: Bob
Sent: Wednesday, November 12, 2008 11:52 PM



Ex. H

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

October 24, 2008

VIA E-MAIL AND U.S. MAIL

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

Gailon Arthur Joy
P.O. Box 37
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**

Dear Mr. Pickle and Mr. Joy

Charles Bappert has advised me that you sent him an email and letter on October 23, 2008 at 5:45 p.m., indicating your intention to file documents obtained pursuant to the subpoena issued on Remnant Publications. This email was sent after you received notice of our motion to dismiss the case.

Please be advised that the documents produced by Remnant Publications have been designated as "Confidential" by the Plaintiffs. If you wish to use them in any filing, you must comply with the Protective Order by contacting me to discuss the terms under which you may use them. Mr. Bappert does not have authority to waive Plaintiffs' confidentiality designation relative to these documents.

Sincerely,



M. Gregory Simpson

MGS/ad

EX 709

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No. 1545-0047

2007

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2007 calendar year, or tax year beginning January 1, 2007, and ending December 31, 20 07

B Check if applicable:
 Address change
 Name change
 Initial return
 Termination
 Amended return
 Application pending

C Name of organization
Three Angels Broadcasting Network, Inc
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
3391 Charley Good Road, P.O. Box 220
 City or town, state or country, and ZIP + 4
West Frankfort, IL 62896

D Employer identification number
 ■■■■■■

E Telephone number
 (**618**) **627-4651**

F Accounting method: Cash Accrual
 Other (specify) ▶

H and I are not applicable to section 527 organizations.
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? Yes No
 (If "No," attach a list. See instructions.)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No

I Group Exemption Number ▶

M Check if the organization is **not** required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

G Website: ▶

J Organization type (check only one) ▶ 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check here if the organization is not a 509(a)(3) supporting organization and its gross receipts are normally **not** more than \$25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return.

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:				
	a Contributions to donor advised funds	1a		14,199,289	
	b Direct public support (not included on line 1a)	1b			
	c Indirect public support (not included on line 1a)	1c			
	d Government contributions (grants) (not included on line 1a)	1d			
	e Total (add lines 1a through 1d) (cash \$ 12,696,631 noncash \$ 1,502,658)	1e			14,199,289
	2 Program service revenue including government fees and contracts (from Part VII, line 93)	2			998,789
	3 Membership dues and assessments	3			
	4 Interest on savings and temporary cash investments	4			4557
	5 Dividends and interest from securities	5			
	6a Gross rents	6a		43,665	
	b Less: rental expenses	6b		2,089	
c Net rental income or (loss). Subtract line 6b from line 6a	6c			41,576	
7 Other investment income (describe ▶)	7				
8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other		
		377,013	8a	138,914	
	b Less: cost or other basis and sales expenses.	371,878	8b	140,721	
	c Gain or (loss) (attach schedule)	5,135	8c	(1,807)	
d Net gain or (loss). Combine line 8c, columns (A) and (B)	8d			3,328	
9 Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>	a Gross revenue (not including \$ _____ of contributions reported on line 1b)	9a			
	b Less: direct expenses other than fundraising expenses	9b			
	c Net income or (loss) from special events. Subtract line 9b from line 9a	9c			
10a Gross sales of inventory, less returns and allowances	10a		555,717		
	b Less: cost of goods sold	10b	435,725		
	c Gross profit or (loss) from sales of inventory (attach schedule). Subtract line 10b from line 10a	10c			119,992
11 Other revenue (from Part VII, line 103)	11			(265,713)	
12 Total revenue. Add lines 1e, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11	12			15,101,818	
Expenses	13 Program services (from line 44, column (B))	13		12,960,097	
	14 Management and general (from line 44, column (C))	14		4,279,056	
	15 Fundraising (from line 44, column (D))	15			
	16 Payments to affiliates (attach schedule)	16			
	17 Total expenses. Add lines 13 and 14, column (A)	17			17,239,153
Net Assets	18 Excess or (deficit) for the year. Subtract line 17 from line 12	18		(2,137,335)	
	19 Net assets or fund balances at beginning of year (from line 73, column (A))	19		16,236,150	
	20 Other changes in net assets or fund balances (attach explanation)	20			
	21 Net assets or fund balances at end of year. Combine lines 18, 19, and 20	21			14,098,815

Form 990 (2007)

Page 2

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22a	Grants paid from donor advised funds (attach schedule) (cash \$ _____ noncash \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	22a			
22b	Other grants and allocations (attach schedule) (cash \$ _____ noncash \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	22b			
23	Specific assistance to individuals (attach schedule)	23			
24	Benefits paid to or for members (attach schedule)	24			
25a	Compensation of current officers, directors, key employees, etc. listed in Part V-A	25a	249,910	43,356	206,554
b	Compensation of former officers, directors, key employees, etc. listed in Part V-B	25b			
c	Compensation and other distributions, not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	25c			
26	Salaries and wages of employees not included on lines 25a, b, and c	26	3,946,150	2,903,979	1,042,171
27	Pension plan contributions not included on lines 25a, b, and c	27			
28	Employee benefits not included on lines 25a - 27	28			
29	Payroll taxes	29	264,055		264,055
30	Professional fundraising fees	30			
31	Accounting fees	31	51,139		51,139
32	Legal fees	32	1,100,545		1,100,545
33	Supplies	33	256,052	104,432	151,620
34	Telephone	34	206,845	206,845	
35	Postage and shipping	35	606,104	545,494	60,610
36	Occupancy	36	388,488	211,547	176,941
37	Equipment rental and maintenance	37	3,864,715	3,741,309	123,406
38	Printing and publications	38	224,150	224,150	
39	Travel	39	1,173,321	956,940	216,381
40	Conferences, conventions, and meetings	40	17,207		17,207
41	Interest	41	27,225		27,225
42	Depreciation, depletion, etc. (attach schedule)	42	1,825,183	1,825,183	
43	Other expenses not covered above (itemize):				
a	Statement 2	43a	3,038,064	2,196,862	841,202
b		43b			
c		43c			
d		43d			
e		43e			
f		43f			
g		43g			
44	Total functional expenses. Add lines 22a through 43g. (Organizations completing columns (B)-(D), carry these totals to lines 13-15)	44	17,239,153	12,960,097	4,279,056



Joint Costs. Check if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? Yes No

If "Yes," enter (i) the aggregate amount of these joint costs \$ _____; (ii) the amount allocated to Program services \$ _____;

(iii) the amount allocated to Management and general \$ _____; and (iv) the amount allocated to Fundraising \$ _____

Form 990 (2007)

Form 990 (2007)

Page 9

Part XI Information Regarding Transfers To and From Controlled Entities. Complete only if the organization is a controlling organization as defined in section 512(b)(13).

106 Did the reporting organization **make** any transfers to a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.

				Yes	No
(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer		
a					
b					
c					
Totals					

107 Did the reporting organization **receive** any transfers from a controlled entity as defined in section 512(b)(13) of the Code? If "Yes," complete the schedule below for each controlled entity.

				Yes	No
(A) Name, address, of each controlled entity	(B) Employer Identification Number	(C) Description of transfer	(D) Amount of transfer		
a					
b					
c					
Totals					

108 Did the organization have a binding written contract in effect on August 17, 2006, covering the interest, rents, royalties, and annuities described in question 107 above?

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Please Sign Here

Signature of officer: *James W. Gilley* Date: 11-11-08

James W. Gilley, President and CEO
Type or print name and title

Paid Preparer's Use Only

Preparer's signature: _____ Date: _____ Check if self-employed: Preparer's SSN or PTIN (See Gen. Inst. X): _____

Firm's name (or yours if self-employed), address, and ZIP + 4: _____ EIN: _____ Phone no.: () _____

Form 990 (2007)

SCHEDULE A
(Form 990 or 990-EZ)

Organization Exempt Under Section 501(c)(3)

(Except Private Foundation and Section 501(e), 501(f), 501(k), 501(n), or 4947(a)(1) Nonexempt Charitable Trust

OMB No. 1545-0047

2007

Department of the Treasury
Internal Revenue Service

Supplementary Information—(See separate instructions.)

▶ **MUST be completed by the above organizations and attached to their Form 990 or 990-EZ**

Name of the organization

Three Angels Broadcasting Network, Inc.

Employer identification number

Part I

Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees
(See page 1 of the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
CA Murray 14645 Paulton Rd, Thompsonville, IL 62890	Production Manager	55,832		
Moses Primo P.O. Box 39, Thompsonville, IL 62890	Director of Engineering	63,880		
Lenard Westphal 25306 Cypress St., Loma Linda, CA 92354	Trust Service Director	52,860		
Total number of other employees paid over \$50,000 ▶		0		

Part II-A

Compensation of the Five Highest Paid Independent Contractors for Professional Services
(See page 2 of the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
Siegel Brill Greupner Duffy 100 Washington Ave S Ste 1300, Minneapolis, MN 55401-2110	Legal Services	631,330
The Hartford P.O. Box 2907, Hartford, CT 06104-2907	Insurance	191,823
Fierst, Pucci and Kane LLP 64 Gothic Street, North Hampton 01060-3042	Legal Service	121,069
Guadian Life Insurance P.O. Box 95101, Chicago, IL 60694-5101	Insurance-Employee Benefits	75,368
Davis Wright Tremaine LLP 1201 Third Ave Suite 2200, Seattle, WA 98101	Legal Services	68,127
Total number of others receiving over \$50,000 for professional services ▶		2

Part II-B

Compensation of the Five Highest Paid Independent Contractors for Other Services
(List each contractor who performed services other than professional services, whether individuals or firms. If there are none, enter "None." See page 2 of the instructions.)

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
Intelsat Corporation P.O. Box 7247-8912, Philadelphia, PA 19170-8912	Satellite	627,330
SES Americom California, Inc P.O. Box 642961, Pittsburgh, PA 15264-2961	Satellite	450,073
R.R. Satellite Communications 4 Hagoren Street, Industrial Park, Omer, Israel 84965	Satellite	446,000
TopField N & S America 1064 Salk Road, Unit 11, Pickering, ON Canada L1W 4B5	Satellite Receiver Equipment	363,614
Smith & Butterfield PO Box 3446, Evansville, IN 47733-3446	Printing	331,568
Total number of other contractors receiving over \$50,000 for other services ▶		21

For Paperwork Reduction Act Notice, see the Instructions for Form 990 and Form 990-EZ.


Cat. No. 11285F

Schedule A (Form 990 or 990-EZ) 2007

THREE ANGELS BROADCASTING NETWORK, INC.
990 - SUPPLEMENTAL INFORMATION
YEAR ENDED DECEMBER 31, 2007

[REDACTED]

Statement 9
Form 990, Part V-A
List of Officers, Directors, Trustees, and Key Employees

Name and Address	Title & Avg. Hrs/Wk	Comp.	Employee Benefits	Expense Account
Dr. Walter Thompson 174 Fox Borough Burr Ridge, IL 60521	Chairman None	0	0	0
Kenneth Denslow 619 Plainfield Rd., 3rd Floor Willowbrook, IL 60521-5381	Director None	0	0	0
May Chung 155 Manchester Lane San Bernardino, CA 92408	Director None	0	0	0
Larry Ewing PO Box 75 Thompsonville, IL 62890	Treasurer 40 hrs/wk	62,558		
Merlin Fjarli 670 Mason Way Medford, OR 97501	Director None	0	0	0
Bill Hulseley PO Box 596 Collegedale, TN 37315	Director None	0	0	0
Ellsworth McKee PO Box 750 Collegedale, TN 37315	Director None	0	0	0
Wintley Phipps PO Box 8008 Vero Beach, FL 32963	Director None	0	0	0
 Danny Shelton 2954 New Lake Road West Frankfort, IL 62896	President Director 40 hrs/wk	78,404	0	0

Ex. M

Subject: Re: Objectives - Reform and Accountability
From: "Danny Shelton"
Date: Mon, 16 Oct 2006 10:15:19 -0500
To: "(G. Arthur Joy)"

Gailon,

I don't have to answer any of these queries from you but I have chosen to address this particular one for a reason. I can't believe that you would stake your credibility on the words of one former Fin. Director who has an ax to grind. That's why you will always lose this kind of battle against 3ABN or anyone else that you choose to square off against. There has to be real solid evidence. I have real solid evidence when it comes to the finances and operations of 3ABN. Thank the Lord that he sent us people like Ellsworth Mckee and Bill Hulsey and others who from the outset of 3ABN wanted to make sure that our financial bookkeeping was squeaky clean. These men who run huge businesses saw the need in the beginning when I may not have. We have followed theirs and the rest of the boards recommendations.

There is a reason that the former Fin. Dir. that you speak of has not been with 3ABN for many years. I won't go into that but I will say that the rapid growth of 3ABN since it's beginning constantly requires changes. Today we have a great group of 6-8 professionals in the accounting department. We not only have accountants, but also have a CPA as chief financial officer.

I am not single handedly controlling all financial and operations, though by the by laws I am in charge of day to day operations.

Through out our over 20 years in business we have hired outside accounting and outside auditors. We are represented by one of the best accredited auditing teams in the Midwest. They will testify in court for us, and in fact already have, over our property tax case with the State of Illinois. They will also testify that I am not a one man decision maker but that we have for years even had a financial and audit committee within the board of 3ABN which also now includes another financial professional as well as other professional business people.

We have been in court with the state of Ill. over property taxes for several years. They have looked with a fine tooth comb at any possible reasons to justify their decision that 3ABN should pay property taxes. We are now in appeal and believe we will win this appeal hands down. The state of Illinois did not find any of the kind of financial discrepancies that you say a former financial director (who was not even a CPA), accuses us of. In fact, the state of Illinois court case in my opinion, establishes the fact that 3ABN is operating according to law.

Another point is the fact that we have always had either GC, or NAD and or the Illinois Conf. Pres. on our board for most of the life of 3ABN. Until recently, because of retirement from the GC. G. Ralph Thompson, the under secretary to the General Conf was a board member, to the best of my recollection for 16-18 years. Also retired from the North American Division as Communication Director, is Owen Troy. Owen has health problems but still attends board meetings as he has for over the last 20 years. The last few years his daughter, Carmelita Troy, who is an accounting professional, sits in his spot on the board of 3ABN.

Elder G Ralph Thompson and Elder Owen Troy have testified many times over the years concerning the operations of 3ABN to the world leaders of this church. So has numerous Con. Pres. such as the one we have now, Ken Denzlow.

Gailon, what you don't seem to understand is that any organization the size and age of 3ABN will have a few people who have an ax to grind and will speak accusations loosely against such an organization as usually they are not held accountable. This is the norm. There is a big difference between accusations from people like the former Fin. Dir. you speak about and the actual audited records kept by 3ABN and respected Auditing firms such as the one that 3ABN has been working with for over 20 years.

I also think it should send some kind of red flag that Linda who was Vice President of 3ABN for many years only decides that things were run badly there after she is no longer with 3ABN. She has been as well informed of finances and operations as anybody in the ministry. If things immoral or illegal were going on all those years why didn't she report it to anyone? If there were such "bad" things going on at 3ABN for so many years then she too as Vice President and board member would be accountable for those things which happened during her tenure also.

Again these are cheap allegations that anyone could make without any real support.

For some one who claims to have a legal background I'm amazed that you take any allegation and run with it just because a few people sound convincing without evidence.

Danny



ps. For instance I recently talked to a couple of people who claim to know you. One of them claims to know a family member of yours. They tell me a number of negative things about you that could very well be true, But I'm not going to make up my decision based what they say. And neither am I going to write what they tell me and send it to anyone else to try to discredit you for any reason from what they say based on their words alone.

| ----- Original Message -----

EX 715

From:**To:** danshelton@*****Sent:** 10/15/2006 9:44:03 PM**Subject:** Re: Objectives - Reform and Accountability

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

From: [Danny Shelton](#)**To:** [Walt Thompson](#)**Sent:** 10/8/2006 12:13:14 PM**Subject:**

Gailon,

You have expressed that Linda and Arild have passed your "truth" test concerning them being guiltless of having an affair. So much so that you are going to email your results to everyone you can to get enough support to bring 3ABN down.

Answer: We have never stated nor is it an objective to "bring 3ABN down". The clearly delineated objectives are reform and accountability. The reformation must be in the governance of 3ABN from a closely held corporation with a single person controlling the operations and financial decisions under the guise of a 501(c)3 Not for profit corporation originally formed under Illinois Law by the four Sheltons, now reduced to the sole surviving Danny Shelton.

I recently spoke to former directors and cfo's and one was quite frank and told me that if the AG for the State of Illinois had done the most basic discovery they would have found more than enough evidence to eliminate not only your exemption from real property taxes, but your tax exemption at the State and Federal level. In other words, Three Angels Broadcasting Network's 501(c)3 would be in jeopardy and the tax deductibility of Tithes, Gifts, Project based Donations and Trusts would be evaporated with serious consequences to givers and giftees.

Appropriate reforms would include all donors to serve as a constituency, to hold a constituency meeting just as corporations hold stockholder meetings and the church holds constituency meetings for the purpose of developing a system of electing large committees, nominating committees, electing directors and officers to be a representative form of government rather than the current self appointed and Danny selected directorate. Since you largely derive your financial support from the pews of the Seventh-day Adventist Churches, it is appropriate that you be accountable to these "stockholders in the pews". This governance is far preferable to the "Danny Autocracy" that currently exists.

Since there are many issues of financial irregularities that have come to my attention and since you single handedly call the shots and control the selection process to the board, to have appropriate accountability to the stockholders in the pews, the stockholders should be allowed access to the books and records of 3ABN to determine that all donations are appropriately utilized according to the purpose for which they were gifted and not the purpose for which Danny elects to reroute funds at his whim and will.

Since you are a member of ASI, I am curious to know how it is that you are allowed to accept clearly marked tithes checks and not suffer the same fate as Hartland, Hope International, et siq??? And your Chairman clearly states that ASI "knows" that 3ABN accepts tithes...just what is your exemption to the very clear rules??? And why is it that 3ABN is not subject to an Audit by the GC Auditing department???

Given the nearly \$100million in assets you have extracted from the SDA pews in just

the past five years, I believe we deserve far greater accountability, particularly if many of the allegations we are investigating turn out to be true. I am sure that given sufficient time and the appropriate education, the "stockholders in the pews" will indeed join the hue and the cry for reform and accountability.

Once again, I feel compelled to invite you to confess all, to ask forgiveness from all those you have wronged and to seek earnestly the healing power of the Holy Spirit before it is too late. There is no need for the conflict ahead if you would simply adopt the sanctified life. The process would be so cathartic for the entire SDA church and may move many in the world to believe on the Power of Sanctification.

Again, the purpose is clearly and specifically reform and accountability. We invite you to lead in this process, and not have to be dragged and kicking to the altar of accountability and sacrifice.

Yours in the Blessed Hope.

Gailon Arthur Joy
AURreporter

Ex. Q

Subject: Re: Question
From: "Walter Thompson"
Date: Thu, 10 Apr 2008 11:06:22 -0500
To:



Sorry *****, I did not intend to be invasive. I merely wanted to help you understand the background against which we must make our decisions. The simple answer to your question is, no! Garwin has helped, but he is not responsible for funding the lawsuit. Except for donations from supporters that designate their funds not be used in 3abn's defense, our expenses are met by the gifts of our supporters. I wish I could give you as straight an answer for the second question, but it is a more complex issue. Let me only say that in time of war, one does not reveal his strategy (and this is certainly a battle between the forces of God and of Satan!). Please be assured that the law suit will be stopped as soon as it has accomplished its intended objective. Please join us in praying that this may be soon. This has not been something we have found pleasure in pursuing.

Hope this is more helpful.

Sincerely in His precious name,

Walter Thompson
Chairman, 3abn board

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

From:
To: [Walter Thompson](#)
Sent: Thursday, April 10, 2008 10:43 AM
Subject: Re: Question

Dear Mr. Thompson,

I wrote to you to ask questions about the trouble at 3ABN. I have heard so many different things and I thank you for giving me direct information but you did not ask my simple question with a simple answer. I am not sure what to think about receiving all that other information and the avoidance of the one particular thing I wanted to know which is about Garwin McNeilus funding this suit. Is he funding it?

I guess with all that other stuff you wrote you are stating that there is no intention to drop this expensive law suit.

Thank you,

On Tue, Apr 8, 2008 at 9:32 AM, Walter Thompson <[_____](#)> wrote:

Dear *****,

Thanks for your e mail. We appreciate hearing from our viewers and supporters and the opportunity to answer your questions.

The past few years have been a real challenge for 3abn as you might imagine. There is no place where Satan could have chosen better to aim his arrow than the one he did. But by the grace of God, that arrow

Ex. S

residence.

I cannot speak for Gailon, but judging from what he has told me before he more that welcomes this opportunity for truth to prevail.

Posted by: Daryl Fawcett Feb 2 2007, 08:25 PM

The battleground is now moving into the public legal arena, where evidence (proof), disclosure, etc. will be required.

Posted by: Bystander Feb 2 2007, 09:27 PM

QUOTE(Daryl Fawcett @ Feb 2 2007, 07:25 PM) [snapback]174850[/snapback]

The battleground is now moving into the public legal arena, where evidence (proof), disclosure, etc. will be required.

Help me to understand this. If 3ABN takes Gailon to court for the rights to the 3ABN name and for slanderous accusations, how will that require full disclosure for 3abns books? I am making the assumption that is what you are talking about when you say proof will be required. I don't think proof is any problem when it comes to Gailons website but others have said they would welcome a lawsuit because everything at 3abn would have to be made public. Not true. This case would have nothing to do with anything like that. Now even if Gailon decided to counter sue on some point or other, there still would be no demands made on 3abn documents. Unless you are with the IRS or FBI you can't just step up to a judge and demand an investigations into an organizations records. The most Gailon could do is to file a complaint that he thinks the books need looking into. With no affiliations with any government offices, not having a law degree and having never even been to the 3abn facility, most likely the judge would throw his complaint out. Regardless, that case would have nothing whatsoever to do with this case and all this case requires is a look see at Gailons website.

Posted by: ex3ABNemployee Feb 3 2007, 02:43 AM

QUOTE(Bystander @ Feb 2 2007, 09:27 PM) [snapback]174902[/snapback]

Help me to understand this. If 3ABN takes Gailon to court for the rights to the 3ABN name and for slanderous accusations, how will that require full disclosure for 3abns books? I am making the assumption that is what you are talking about when you say proof will be required. I don't think proof is any problem when it comes to Gailons website but others have said they would welcome a lawsuit because everything at 3abn would have to be made public. Not true. This case would have nothing to do with anything like that. Now even if Gailon decided to counter sue on some point or other, there still would be no demands made on 3abn documents. Unless you are with the IRS or FBI you can't just step up to a judge and demand an investigations into an organizations records. The most Gailon could do is to file a complaint that he thinks the books need looking into. With no affiliations with any government offices, not having a law degree and having never even been to the 3abn facility, most likely the judge would throw his complaint out. Regardless, that case would have nothing whatsoever to do with this case and all this case requires is a look see at Gailons website.

Hmmm...you seem to be quite concerned about 3abn's books being scrutinized.

Ex. O

OMB No 1545-0047

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2006

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2006 calendar year, or tax year beginning January 1, 2006, and ending December 31, 20 06

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return
 Amended return
 Application pending

C Name of organization
Three Angels Broadcasting Network, Inc.
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
3391 Charley Good Road, PO Box 220
 City or town, state or country, and ZIP + 4
West Frankfort, IL 62896

D Employer identification number
 [REDACTED]

E Telephone number
 (618) 627-4651

F Accounting method Cash Accrual
 Other (specify) ▶

H and I are not applicable to section 527 organizations
H(a) Is this a group return for affiliates? Yes No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? Yes No
 (If "No," attach a list. See instructions.)
H(d) Is this a separate return filed by an organization covered by a group ruling? Yes No
I Group Exemption Number ▶

M Check if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

J Organization type (check only one) ▶ 501(c) (3) ◀ (insert no.) 4947(a)(1) or 527

K Check here if the organization is not a 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A return is not required, but if the organization chooses to file a return, be sure to file a complete return

L Gross receipts. Add lines 6b, 8b, 9b, and 10b to line 12 ▶

• Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1 Contributions, gifts, grants, and similar amounts received:				
	a Contributions to donor advised funds	1a		15,075,120	
	b Direct public support (not included on line 1a)	1b			
	c Indirect public support (not included on line 1a)	1c			
	d Government contributions (grants) (not included on line 1a)	1d			
	e Total (add lines 1a through 1d) (cash \$ 14,693,743 noncash \$ 381,377)				1e 15,075,120
	2 Program service revenue including government fees and contracts (from Part VII, line 93)				2 1,431,652
	3 Membership dues and assessments				3
	4 Interest on savings and temporary cash investments				4 10,333
	5 Dividends and interest from securities				5
	6a Gross rents	6a		48,114	
	b Less: rental expenses	6b		9,379	
c Net rental income or (loss). Subtract line 6b from line 6a				6c 38,735	
7 Other investment income (describe ▶)				7	
8a Gross amount from sales of assets other than inventory	(A) Securities		(B) Other		
		182,262	8a	9,600	
	b Less: cost or other basis and sales expenses.	184,156	8b	632	
	c Gain or (loss) (attach schedule)	(1,894)	8c	8,968	
d Net gain or (loss). Combine line 8c, columns (A) and (B)				8d 7,074	
9 Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>	a Gross revenue (not including \$ _____ of contributions reported on line 1b)	9a			
	b Less: direct expenses other than fundraising expenses	9b			
	c Net income or (loss) from special events. Subtract line 9b from line 9a				9c
10a Gross sales of inventory, less returns and allowances		10a	1,164,615		
	b Less: cost of goods sold	10b	1,001,811		
	c Gross profit or (loss) from sales of inventory (attach schedule). Subtract line 10b from line 10a				10c 162,804
11 Other revenue (from Part VII, line 103)				11 (123,436)	
12 Total revenue. Add lines 1e, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11				12 16,602,282	
Expenses	13 Program services (from line 44, column (B))			13 15,516,876	
	14 Management and general (from line 44, column (C))			14 4,081,422	
	15 Fundraising (from line 44, column (D))			15	
	16 Payments to affiliates (attach schedule)			16	
	17 Total expenses. Add lines 16 and 44, column (A)				17 19,598,298
Net Assets	18 Excess or (deficit) for the year. Subtract line 17 from line 12			18 (2,996,016)	
	19 Net assets or fund balances at beginning of year (from line 73, column (A))			19 19,470,324	
	20 Other changes in net assets or fund balances (attach explanation)			20 (238,158)	
	21 Net assets or fund balances at end of year. Combine lines 18, 19, and 20				21 16,236,150

RECEIVED
JUN 27 2007
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EX 720

G17-18 2

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22a	Grants paid from donor advised funds (attach schedule) (cash \$ _____ noncash \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>				
22b	Other grants and allocations (attach schedule) (cash \$ _____ noncash \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>				
23	Specific assistance to individuals (attach schedule)				
24	Benefits paid to or for members (attach schedule)				
25a	Compensation of current officers, directors, key employees, etc. listed in Part V-A (attach schedule)	236,970	36,401	200,569	
b	Compensation of former officers, directors, key employees, etc. listed in Part V-B (attach schedule)	75,000		75,000	
c	Compensation and other distributions, not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) (attach schedule)				
26	Salaries and wages of employees not included on lines 25a, b, and c	3,832,075	2,465,986	1,366,089	
27	Pension plan contributions not included on lines 25a, b, and c				
28	Employee benefits not included on lines 25a - 27				
29	Payroll taxes	278,881		278,881	
30	Professional fundraising fees				
31	Accounting fees	40,758		40,758	
32	Legal fees	152,654		152,654	
33	Supplies	311,689	121,591	190,098	
34	Telephone	180,322	180,322		
35	Postage and shipping	898,132	898,132		
36	Occupancy	422,989	213,446	209,543	
37	Equipment rental and maintenance	3,527,280	3,387,067	140,213	
38	Printing and publications	301,266	301,266		
39	Travel	1,493,549	1,208,788	284,761	
40	Conferences, conventions, and meetings				
41	Interest	15,061		15,061	
42	Depreciation, depletion, etc. (attach schedule)	1,915,982	1,915,982		
43	Other expenses not covered above (itemize):				
a	Statement 2	5,915,690	4,787,895	1,127,795	
b					
c					
d					
e					
f					
g					
44	Total functional expenses. Add lines 22a through 43g. (Organizations completing columns (B)-(D), carry these totals to lines 13-15)	19,598,298	15,516,876	4,081,422	



Joint Costs. Check if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? Yes No

If "Yes," enter (i) the aggregate amount of these joint costs \$ _____; (ii) the amount allocated to Program services \$ _____;

(iii) the amount allocated to Management and general \$ _____; and (iv) the amount allocated to Fundraising \$ _____

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,**

Appellees,

v.

GAILON ARTHUR JOY and ROBERT PICKLE,

Appellants.

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

BRIEF OF THE APPELLEES

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Wm. Christopher Penwell
Siegel, Brill, Greupner, Duffy
& Foster, P.A.
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(612) 337-6100**

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(413) 584-8067**

RESPONSE TO JURISDICTIONAL STATEMENT

Appellees, Three Angels Broadcasting Network, Inc. and Danny Lee Shelton (collectively referred to herein as “3ABN”), disagree with appellants’ contention that this Court has appellate jurisdiction over this case. Appellants filed their notice of appeal before a “final decision” within the meaning of 28 U.S.C. § 1291, which vests this Court with appellate jurisdiction, was issued. Specifically, at the time the appeal was filed, and as of this writing, the district court continues its consideration of whether to impose an award of fees and costs under Fed. R. Civ. P. 41(a)(2) as an additional condition of dismissal. Until that motion is decided, the issue on appeal, whether the district court abused its discretion by not imposing all the terms that the appellants would have liked in dismissing the case, is not finally decided and therefore not reviewable.

This Court has jurisdiction over appeals from all “final decisions” of the district court. 28 U.S.C. § 1291. A final decision for purposes of § 1291 is one that “ends the litigation on the merits and leaves nothing for the courts to do but execute the judgment.” *Catlin v. United States*, 324 U.S. 229, 233, 65 S. Ct. 631, 89 L. Ed. 911 (1945). Collateral matters that remain pending, such as motions for costs or fees under Fed. R. Civ. P. 54, do not affect the finality of an order. But an award of costs and fees under Rule 41(a)(2) is a term that may be imposed to protect the defendant from prejudice. *Puerto Rico Maritime Shipping Authority v.*

Leith, 668 F.2d 46, 51 (1st Cir. 1981). A motion for fees and costs made to determine the conditions of a voluntary dismissal under Rule 41(a)(2) is therefore part and parcel of the “merits” of an order for voluntary dismissal, and is not a collateral issue in the context of this appeal.

At the hearing on the motion to voluntarily dismiss, Judge Saylor said:

let me add as a further condition that I will at least permit defendants to seek recovery of reasonable costs, fees, expenses ... if they file something within 21 days of the date of this order. I’m not promising that I will allow those to be paid, and I’ll permit plaintiffs to oppose it, but I will give you the opportunity to make that argument formally and with a specific itemized detailing of your costs and expenses.

(Addendum DA0016). Judge Saylor added: “And if I do ... decide to award any kind of costs or expenses or fees, it will obviously be a further condition of the order of voluntary dismissal.... And I’ll retain jurisdiction for that purpose.”

(Addendum DA0018). Thus, Judge Saylor did not intend his order granting dismissal to be final – he reserved the issue of costs, and imposed a briefing schedule.

Consistent with Judge Saylor’s statements at the hearing, the Electronic Clerk’s Notes of the hearing reflect that the dismissal was conditioned on the anticipated motion for costs, by stating “The Court orders dismissal with conditions stated on the record...Court orders any motion for costs to be filed by 11/21/08. Order of dismissal to issue.” (Addendum DA0001).

Appellants filed their motion for costs on November 13, 2008. (District Court Doc. 130, Joint Appendix JA0020). Without waiting for Judge Saylor's decision on their motion for costs, Appellants then filed their notice of appeal on the same day. (JA0020). The motion for costs remains pending at this moment.

The matter of costs and fees is not collateral to the merits of the dismissal because the only legal basis for an award of costs and fees is the authority granted the district court by Fed. R. Civ. P. 41(a)(2) to condition a voluntary dismissal "upon such terms that the court considers proper." Whether dismissal should be conditioned on payment of costs and fees is not collateral to the merits of a motion for voluntary dismissal – it *is* the merits. Until the district court decides all the conditions of dismissal, the decision is not final, and this Court has only part of the district court's decision before it. This appeal must therefore be dismissed as premature.

RESPONSE TO STATEMENT OF THE ISSUES

Appellants' statement of issues misidentifies sub-arguments as issues. Only two distinct appellate issues are before the Court:

1. Whether the district court abused its discretion by granting 3ABN's motion for voluntary dismissal under Fed. R. Civ. P. 41(a)(2), subject to the condition that any future suit involving the same facts and

that the public's confidence in 3ABN has been restored. As 3ABN's Board Chairman, Dr. Walt Thompson, stated:

When the Board came to the conclusion that 3ABN's reputation was no longer being significantly harmed by the Defendants' activities and that continuation of the lawsuit could not achieve more than what we had already achieved by other means, it was time to shut the lawsuit down.

(Id.).

Although 3ABN and Shelton continued to believe that they would have ultimately achieved a ruling in this case that the statements by Pickle and Joy were false and defamatory, the intervening developments reduced the need to obtain a ruling on the merits to the point that the expense and distraction inherent in litigation were no longer justified. (JA0306).

Thus, the "facts" recounted in appellants' brief were not accepted by the district court as true or relevant. If this Court were to consider any of them in reaching its decision it would be finding facts contrary to those found by the district court. It should also be noted that there was never an occasion for 3ABN and Shelton to submit evidence in support of the merits of their claims to the district court, and therefore there is nothing available in the district court record from which 3ABN and Shelton can respond to the web of innuendo and speculation that infests the appellants' brief.

had proceeded to trial has no bearing on the validity and enforcement of the protective order. Appellants' first amendment arguments should also be denied.

CONCLUSION

Pickle and Joy do not have a right to be sued to the point of a decision on the merits when circumstances change such that meaningful relief can no longer be achieved. They do, however, have a right to have dismissal conditioned on terms that the district court concludes are necessary to protect them from legal prejudice. The district court in this case properly considered Pickle and Joy's claims of prejudice and imposed only one condition, that any future suit by the appellees be brought in the same court so as to discourage forum shopping. The district court reserved the issue of costs and fees, and a motion on that subject remains pending that precludes full review by this Court of the decision below.

For the reasons stated in this brief, the appeal should be dismissed.

Respectfully submitted:

Dated: March 26, 2009

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

s/ M. Gregory Simpson
M. Gregory Simpson
Wm. Christopher Penwell
100 Washington Avenue South
Suite 1300
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(612) 337-6100
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-and-

FIERST, PUCCI & KANE, LLP
John P. Pucci, Esq., BBO #407560
J. Lizette Richards, BBO #649413
64 Gothic Street
Northampton, MA 01060
Telephone: 413-584-8067

Attorneys for Appellees Three Angels
Broadcasting Network, Inc. and
Danny Shelton

CERTIFICATE OF SERVICE

I Amy Ditty, hereby certify that on March 23, 2009, I served a copy of this brief on the following by First Class U.S. Mail, postage prepaid:

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

Gailon Arthur Joy
P.O. Box 37
Sterling, MA 01564

I also hereby certify that I served 10 paper copies and one CD copy of this brief on the Clerk of Court of the U.S. Court of Appeals for the First Circuit by way of First Class U.S. Mail, postage prepaid.

Dated: March 23, 2009


s/ Amy Ditty
Amy Ditty


Ex. D

Subject: 1) CD works; 2) Greupner's confidential info on CD; 3) missing documents
From: Bob Pickle
Date: Fri, 04 Apr 2008 13:34:33 -0500
To: Jerrie Hayes
CC: "G. Arthur Joy"
BCC: jimgreupner@*****

Ms. Hayes:

The replacement for CD #1 arrived yesterday, and I was able to read the first part of the file but not the entire thing. However, after cleaning some spots off the disk, I was able to read and copy the rest of it.

 What I did find puzzling, though, was with all the overwrought concern about confidential information, why you would send us James R. Greupner's Rollover Contribution Form, complete with his social security number and financial account numbers. If we really are so prone to publicize everything as you have so often and falsely claimed, why would you send us that? Was Mr. Greupner aware that you were going to be releasing his confidential information?

 Then there is Kristen LeBrasseur's resume, Callie Marie Wahl's email to Char Wahl regarding Char's wedding, and the 2007/08 academic calendar for the University of St. Thomas School of Law, which presumably has something to do with Callie Marie Wahl.

Will you be initiating a clawback regarding the Rollover Contribution Form and perhaps the resume? Alternatively, we could destroy or return the CD's you sent after first being provided with replacements containing files that have those documents removed.

It would appear that the materials on these CD's are deficient as well. As I look at the Plaintiffs' initial disclosures, I see that you listed the following categories of materials:

1. Save3ABN webpages.
2. BlackSDA webpages.
3. Maritime-SDA webpages.
4. Adventist Today documents.
5. Correspondence to Defendants (apparently from attorneys).
6. Correspondence to Defendants (apparently to and from the Defendants to others than attorneys).
7. Correspondence to 3ABN.
8. Correspondence within 3ABN.
9. Administrative records.
10. Outreach materials.
11. Financial records.

While I found plenty of Save3ABN and BlackSDA webpages, and some Adventist Today documents, I did not find Maritime-SDA webpages. I assume the only document relating to #5 is Gerry Duffy's letter, which is included in the Save3ABN webpages. I found nothing relating to #6, #7, and #8 save what has already been filed with the Court as exhibits. #10 seemed to be missing as well. Whatever was related to #9 and #11 didn't look all that helpful for the Plaintiffs' case, and so I assume that there must have been something missing there as well.

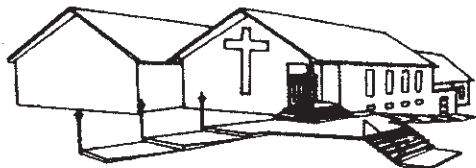
And I was at a loss to identify the 500 pages or less of materials that you referred to last November.

Please advise as to when we might receive the missing materials.

Have a good weekend.

Bob Pickle, *pro se*

Ezra Church of God



Ezra Christian School **Ex. F**



1345 EZRA STREET, WEST FRANKFORT, ILLINOIS 62896 • PHONE (618) 932-6988 • PASTOR'S OFFICE (618) 932-6909

May 14, 2003

Dr. Walter Thompson
174 Foxborough Place
Burr Ridge, Illinois 60527

Dear Dr. Thompson:

Greetings in the holy name of our Lord Jesus!

It is my understanding that you serve as chairman of the board of directors of Three Angels Broadcasting Network. From 3ABN's web site it appears an invitation to minister has been extended to this congregation's former pastor, Tommy Ray Shelton.

Constrained by an ethical, if not legal, obligation, I am compelled to advise you that Tommy Ray Shelton is not in good standing with either of the two associations by which he was first presented with ministerial credentials. At least six boys in our community were sexually abused by Tommy Ray Shelton during the periods he served as pastor of this congregation.

Some of these young men and some parents are willing to corroborate the information I am giving you, if necessary. Please contact me for their phone numbers that I may alert them to a pending call. I also will put you in touch with the two associations referenced above.

Either I or members of this congregation's leadership will answer any questions you may have regarding this correspondence.

In our Lord's service,

Pastor Glenn Dryden

EX 732

ACTION ITEMS SUGGESTED FOR TOMMY SHELTON

Expediency recommended:

Senate Bill 1035 extending statute of limitations goes into effect as soon as signed by Governor Blagojevich. This could be within the next thirty days.
Note www.legis.state.il.us

Tommy should retain an attorney to represent him as well as to serve him in contacting victims and their families, all at Tommy's expense.

A full disclosure of all victims and details should be made to the Franklin County Sheriff's Office (Investigator Kevin Skurat, 618-435-8187). This disclosure should include pertinent incidences in other states as well as in other jurisdictions in Illinois in addition to Franklin County.

Tommy should cooperate in the placement of his name and pertinent information on appropriate sex offenders lists, as the law may require in the state of his residence or in Illinois.

Tommy should agree to reimburse any of the victims or their family members for the expenses of counseling they have received. He should further agree to pay for any future counseling required by any of the victims or their family members. Contact should be made by his attorney with the victims through their parents if necessary. Pastor Glenn Dryden of the Ezra Church of God (618-932-6988) should be consulted as to the victims of whom he is aware and as to which of these may be contacted directly. Other victims may wish to maintain anonymity. Apart from necessary contact by law enforcement personnel, their wishes should be respected.

Tommy should issue written apologies over his signature to all victims and to their parents. Again, contact with victims should be made through their parents if necessary.

Tommy also should issue written apologies over his signature for his deceit, as well as inappropriate behavior, etc., to the congregation of the Ezra Church of God, West Frankfort, Illinois, the congregation of the Community Church of God, Dunn Loring, Virginia, the state office of the General Assembly Of The Church Of God In Illinois and to the Ministerial Council of the Church of God headquartered in Virginia.

Ex. I**News Headlines**

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News

[February 2005 3ABN World magazine available in PDF format](#)
(posted January 27, 2005)

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[January 2005 3ABN World magazine available in PDF format](#)
(posted December 22, 2004)

■ ['04 Revival series available from 3ABN](#) (posted December 14, 2004)

[December 3ABN World magazine available in PDF format](#)
(posted November 30, 2004)

[November 3ABN World magazine available in PDF format](#)
(posted October 25, 2004)

[October 3ABN World magazine available in PDF format](#) (posted September 28, 2004)

[Donation Center sale](#) during 3ABN's Fall Camp Meeting (posted September 20, 2004)

[Announcing '04 Revival with Pastor Doug Batchelor](#) (posted September 8, 2004)



[Introducing our new publication, 3ABN World!](#) (posted August 24, 2004)

[Announcing 3ABN's new fall camp meeting!](#) (posted July 28,

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2004)

[Letter from 3ABN Board Chairman, Dr. Walter Thompson](#)

(posted July 1, 2004)

[Updated statement regarding Linda Shelton](#) (posted June 17, 2004)

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Revised January 27, 2005

Ex. J



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[Net 05 "The Prophecy Code Seminar"](#) (posted February 24, 2005)

[March 2005 3ABN World magazine available in PDF format](#) (posted February 20, 2005)

[February 2005 3ABN World magazine available in PDF format](#) (posted January 27, 2005)

Troubleshooting RealPlayer on Windows XP Service Pack 2: If you have experienced problems watch 3ABN on RealPlayer under Windows XP SP2, please [see our tutorial for configuring the Windows XP firewall](#).

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Revised February 24, 2005

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									Feb 04, 2005 *			

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The Next Chapter

Introducing our newest division, 3ABN Books

As we began this year, we knew that there was something special in the air. Danny Shelton was impressed by the Lord to tell us, "You haven't seen



3ABN's television and radio ministries with follow-up printed products that will take the three angels' messages to the world through books, pamphlets, manuals, and Bible lessons. We are thrilled to be partnering with Pacific Press Publishing Association in Nampa, Idaho, in this new ministry. 3ABN will prepare, research, write, and recommend manuscripts to be published under the 3ABN Books imprint, and Pacific Press will do what they do best: edit, design, market, and distribute.

Mending Broken People by Kay Kuzma

will be the first 3ABN Books publication. It's the story of 20 years of faith and miracles that turned the vision God gave a gospel-singing carpenter into the reality of a satellite network that is reaching the world

for Jesus Christ. You'll read about the incredible miracles that brought 3ABN into existence. But it's not just Danny Shelton's story. The greatest miracle stories are found in the lives of those changed as they discovered Bible truth on 3ABN. You'll read the behind-the-scenes stories of Hal and Mollie Steenson, Shelley Quinn, Rick Odle, Theresa Boote, and others whom you have grown to love.

What can you expect from 3ABN Books in the future? Stories of faith and courage by 3ABN presenters like Brenda Walsh, Shelley Quinn, and John Lomacang. Books

A book or pamphlet

Dr. Kay Kuzma, well-known Christian writer and communicator, has been asked to help launch this new venture. "I'm excited about 3ABN Books," says Kay, "because I have a passion to give 3ABN's worldwide audience quality reading materials they can hold in their hands, study, and pass on to others. Television and radio are attention getters and information givers, but once the program is over, it's over — unless the person has copied the program. A book or pamphlet, however, becomes something a person can hang onto; a friend that people can return to again and again as they soak up God's message at their own speed and convenience. A book can go anywhere. It has — forgive the pun — long shelf life."

A book or pamphlet becomes a friend that

people can return to

again and again.



like Danny Shelton's and Shelley Quinn's book on the Sabbath, and manuals that will accompany television series on prophecy. We're even planning to publish an annual 3ABN devotional featuring our presenters and staff, so "stay tuned" for more exciting changes as we seek new ways to bring the good news of Jesus Christ to all the world!

FEATURE

Coming soon from 3ABN Books...

Ex. P Mending Broken People



This month a special book will be published in celebration of 3ABN's 20th Anniversary! *Mending Broken People*, written by Dr. Kay Kuzma, Founder and Speaker of Family Matters Ministries, is published by Pacific Press. Kay has been a friend to this ministry since 1985 when she and May Chung moved their own display materials to one side, making room for 3ABN at the ASI Convention in Big Sky, Montana. Kay was also one of the first speakers to come to 3ABN, taping a series on parenthood. Over the years she has not only contributed with programming but also given her unending support for this ministry.

acquainted with the early miracles, she discovered that not everyone in church leadership shared her enthusiasm. As she listened to Danny, she exclaimed, "If people only knew how God was using this ministry, they would praise Him for it instead of criticizing it!"

That's when the thought came to her: *Write the 3ABN story*.

"What?" she exclaimed, "Not me!" She thought about the half-dozen partially completed manuscripts sitting on her desk, and of the editors shed already disappointed for missing her deadlines. But the impression persisted, so she mentioned it to Danny. "That's a good idea," Danny said, explaining that his good friend Bob Ellis, a journalist from West Frankfort, Illinois, had also been impressed to write a book. He encouraged them both,



Kay began writing her book in 1997 when she came to speak during a live series with Pastor Doug Batchelor. Although she was well



The task of writing and editing almost 500 pages of manuscript copy was monumental. For years Kay carried the manuscript with her, editing wherever she found the time.

and after Kay talked with Bob, they decided that the 3ABN story was big enough for two books! Kay would focus on the miracles, and Bob would write for the non-believer. His book, *A Channel of Blessing*, was published in 2002, and when Kay saw it, she felt guilty for not finishing the one she had started on years before.

Now, almost two years later, it's ready — just in time to celebrate 3ABN's 20th anniversary. But as Kay says, "The book's not really finished. It never can be because the miracles just keep coming — and they just seem to be getting bigger!"

"It's been a fascinating seven years," Kay says, reflecting on the grueling research process of interviewing hun-

dreds of people for this story. She and her family even came under direct attack from Satan when her husband Jan suffered several devastating strokes while they were both at 3ABN and the book neared completion. But the Lord provided a miracle of their own, and Jan recovered almost completely!

"It's not just Danny's story," she says with a smile. "*Mending Broken People* is the story of staff, friends, viewers, and community members who have been impacted by 3ABN. I believe the 3ABN story is one of the most incredible sagas of God's miraculous power that has ever been recorded, and I predict that once you start reading it, you'll have a hard time putting it down!"

Ex. S**Announcing 3ABN World Magazine!**


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[Sign up today](#) for free — and get the very first edition of *3ABN World* magazine! It's designed for the whole family and features all the latest news from 3ABN, updates on 3ABN Radio and 3ABN Latino networks, along with your monthly program listings for 3ABN Television and 3ABN Radio. Look for exclusive recipes from your favorite 3ABN cooks, devotionals, Bible studies, and so much more in upcoming months! And remember, it's free! So urge your friends to sign up for *3ABN World* today!

If you already subscribe to the *Family News* newsletter, *Television Program Preview*, or *Radio Monthly Program Guide*, you will receive *3ABN World* automatically.


[Click here to view a PDF version online](#) (Adobe Reader version 4 or later required). Download size: 1.66 MB.

P.S. In the September 2004 issue you'll find news on our first 3ABN Fall Camp Meeting (September 30 through October 2), an article on our new 3ABN Books line from Pacific Press, a powerful testimony of a whole family who has come to the Lord through 3ABN television in Salt Lake City, UT, and even details about a new live call-in television program coming in October! So don't miss out. Subscribe today!

 *Posted July 27, 2004.*

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 Revised August 24, 2004

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The Antichrist Agenda

appeals to write it in a book. I had planned to do that—*some day*—but I had already decided my next book topic.

Still, I prayed about this new sense of direction. Suddenly, I was persuaded my procrastination was a sin. It was time to put this teaching in a book. Recognizing God's timing, I told my husband J.D. He would hold me accountable for completing the assignment.

Within days, we made a trip to the world headquarters of Three Angel's Broadcasting Network (3ABN). On the first day of our visit, Danny Shelton—the ministry's President—handed me a manuscript, *The Ten Commandments Twice Removed*.

"Could you please read this? I'd like your opinion. The publishers are ready for it, but if you have any suggestions or comments, feel free to mark this copy."

I glanced at the table of contents and inwardly cringed. *This is my book, Lord! The assignment I just accepted from you. Why would You give me a task that has already been accomplished?*

Reading the manuscript, I was amazed at how similar our teachings would be. Yet, I held out hope there could be room for two books. Mine would be sufficiently different. But God had another plan.

I didn't mention to Danny I was thinking of writing a book with this content, or that I was disappointed he beat me to the finish line. Later in the week, I suggested some changes for his opening chapter and offered to rewrite it.

When he read the revised chapter he asked, "How would you like to rewrite the whole book?"

Without hesitation, I agreed. Once the task was underway, the Lord convicted me to include the teachings that I selfishly clung to—wanting to reserve them for *my* book. I know any teachings that God gives me are His, *not mine*. I repented and determined to lay these on the altar for God's glory.

"God will bless you for this," J.D. said. "It's not about who

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Introduction

gets credit. It's about presenting this truth the best you can. The book could be around a lot longer than either of you, and it can be life-changing to a lot of people."

When I first accepted this proposal, I expected no recognition other than heartfelt thanks for my efforts. This was a labor of love for God. Still, I confess, I did struggle briefly a couple of times. "Self" reared its ugly head—desiring credit for the teachings God had given me. Earnest prayer beat it back down.

A few weeks later, I returned to 3ABN. I had discussed with Danny some changes to the first few chapters, but had not yet shown him any more writings. The Lord really caught me off guard when Danny said—

"Shelley, just add your name as co-author. This is going to be as much your book as it is mine."

"Thank you," I muttered, without further comment—extremely unusual for me. But inwardly, I was rejoicing in the Lord's graciousness. God had raised my sacrifice from the altar.

God's ways are higher than our ways. His timing is always perfect! He laid the assignment on two of His children's hearts to co-author this book for His glory. God knew that both of us would bring a unique frame of reference to this—His book—that the other hadn't considered.

Danny grew up in these Bible teachings. My Christian experience was just the opposite. Although I was a serious student of Scripture and worked in part-time ministry, I had accepted several popular doctrines without thoroughly researching them. I was oblivious—even resistant—to these Bible truths until the Lord got my attention, at the dawning of my fifties, and taught me a new manner of in-depth Word study.

God entrusted this project to two people, coming from different perspectives. And He worked in each of us to make us willing to cooperate for His glory.

We have written *The Antichrist Agenda* to erase some popular errors the Christian community promotes today. As

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The Antichrist Agenda

co-authors, it was important to both of us that the material we presented would be Bible-based.

To put an end to falsities, we felt it was imperative to present sufficient scriptural support. So, much of our book is really a well-organized Bible study. Although this is not a *light* read, our hope is that we have presented these truths in a logical sequence that you will find to be a *clear* and *compelling* read.

As with most books by co-authors, ours is written in the voice of only one. I chose to write in the first-person as if Danny were speaking. After all, he completed his manuscript before I had ever written a line.

My prayer is that God will anoint your mind and the Holy Spirit will be your Teacher. He can reveal truths beyond what is written here. I pray the Lord will use our book as a tool in His hands to make you hunger and thirst for more of His absolute truth.

To compile God's glorious teachings and present them in my own style of writing always leaves me feeling inadequate. But, I will say this in all humility—I wish someone had put a book like this in my hands forty years ago, regardless of how it read. My life history could have been rewritten.

What do I mean? God changed my life in the year 2000 when He led me through months of exhaustive Bible study. He taught me the truth of His Covenants and the Ten Commandments, His Law of Love.

From this, I learned how to depend totally on God—relying on Him for sanctification by faith. *Salvation by grace* and *righteousness by faith* became more than doctrines to me. God breathed life into these principles and they became mine through experience. Perhaps the most outstanding lesson I learned is that obedience is the pathway to His blessings.

I pray your experience is the same with our Loving Savior.

Shelley J. Quinn

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS


In re)	Chapter 7, No. 07-43128-JBR
GAILON ARTHUR JOY)	
Debtor)	
<hr/>		
GAILON ARTHUR JOY)	Adv. Proceeding No. 07-4173
Plaintiff)	
v.)	
THREE ANGELS BROADCASTING)	
NETWORK, INC.,)	
DANNY LEE SHELTON,)	
JOHN P. PUCCI, ESQ.,)	
GERALD S. DUFFY, ESQ.,)	
FIERST, PUCCI & KANE, LLP,)	
and)	
SIÉGEL BRILL GRUEPNER)	
DUFFY & FOSTER, P.A.)	
Defendants)	

**MOTION TO DISMISS AMENDED COMPLAINT, OR IN THE ALTERNATIVE, TO
TREAT ADVERSARY PROCEEDING AS A CONTESTED MATTER UNDER FEDERAL
RULE OF BANKRUPTCY PROCEDURE 9014**

To the HONORABLE JOEL B. ROSENTHAL, Bankruptcy Judge:

Now come Three Angels Broadcasting Network, Inc. ("3ABN") and Danny Lee Shelton ("Shelton"), defendants in the above-captioned adversary proceeding, and hereby move to dismiss the Plaintiff's Amended Complaint, or in the alternative, seek an Order treating this Adversary Proceeding as a contested matter

10. In January 2007, 3ABN discovered that the Debtor had registered the domain name "save3ABN.com". In March 2007, 3ABN further discovered that the Debtor had registered the domain name "save3ABN.org" and that the website at www.save3ABN.org automatically redirected visitors to the www.save3ABN.com website. Neither of these two websites that the Debtor registered was listed as assets in his bankruptcy schedules. Those websites now point to a similarly named website that the Defendants believe is controlled by the Debtor which contains an archive of the information at "save3ABN.com".

 11. According to 3ABN, the website at www.save3ABN.com contained and now points to another similarly named website that contains information that is antithetical to 3ABN's message, and contains gross misstatements of fact concerning 3ABN's actions and operations, and contains baseless and untrue allegations of criminal conduct by 3ABN, Shelton and persons involved with 3ABN, and also contains disparaging characterizations of 3ABN, its broadcast network and Shelton.

12. The Debtor had also embedded www.save3ABN.com with the metatags "3ABN", "3-ABN", and "Three Angels Broadcasting Network", which are words and phrases used by internet search engines to locate websites that use 3ABN trademarks.

13. In the Civil Action, 3ABN alleges that the save3ABN.com and save3ABN.org domains and websites, as well as the use of the metatags as described above, incorporate 3ABN's trademark that it has used continuously for over 20 years in connection with its ministry, broadcasts and audio and video programming, and as such, infringes on those trademark rights.

Additionally, the Debtor's statements on his website about 3ABN and Shelton are defamatory in nature.

14. The domains save3ABN.com and save3ABN.org now point to the website at "www.save-3ABN.com" (with a hyphen), which the Defendants believe the Debtor controls. The save-3ABN.com website contains the same information that was formerly accessible through save3ABN.com.

15. The Complaint filed in the Civil Action seeks damages for the Debtor's conduct, as well as injunctive relief requiring, among other things, that the Debtor stop infringing on 3ABN's trademarks and using the aforementioned domains and websites.

16. 3ABN and Shelton believe that due to the Debtor's continuing infringement of 3ABN's marks and his continuing defamatory conduct, cause existed pursuant to 11 U.S.C. §362(d)(1), to grant them relief from the automatic stay for the purpose of proceeding with the Civil Litigation to obtain injunctive relief related to the Debtor's continued, postpetition, use of the domains and websites. Accordingly, on November 13, 2007, 3ABN and Shelton filed a Motion in the underlying case seeking relief from the automatic stay, which was allowed on November 21, 2007.

17. On November 15, 2007, the Plaintiff filed the original complaint in this Adversary Proceeding, alleging that certain actions that Defendants might have undertaken subsequent to the Petition Date constituted violations of the automatic stay. On November 20, 2007, 3ABN and Shelton filed a Motion to Dismiss said original complaint, arguing, among other things, that the

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In Re: Case No. 07-43128-JBR
Gailon Arthur Joy,
Debtor

FEDERAL RULE OF BANKRUPTCY PROCEDURE 2004
EXAMINATION OF: GAILON ARTHUR JOY, to be taken
before Sarah L. Mubarek, a Notary Public for the
Commonwealth of Massachusetts, at the offices of
Hendel & Collins, P.C., 101 State Street,
Springfield, Massachusetts 01103, on September 9,
2008, commencing at 10:30 a.m.

APPEARANCES:
(Please see page 2)

1 APPEARANCES:

2 Hendel & Collins, P.C., 101 State Street,
3 Springfield, Massachusetts 01103, representing
4 Three Angels Broadcasting Network, Inc. and
5 Danny Lee Shelton.

6 BY: GEORGE I. ROUMELIOTIS, ESQUIRE

7 Fierst, Pucci & Kane, LLP, 64 Gothic Street,
8 Northampton, Massachusetts 01060, representing
9 Fierst, Pucci & Kane, LLP.

10 BY: J. LIZETTE RICHARDS, ESQUIRE

11 Law Offices of Laird J. Heal, 3 Clinton Road,
12 Sterling, Massachusetts 01564, representing the
13 Debtor, Gailon Arthur Joy.

14 BY: LAIRD J. HEAL, ESQUIRE

15 Also Present: M. Gregory Simpson, Esquire
16 (By telephone:) Robert Pickle

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1 of documents.

2 (Rule 2004 Examination Subpoena marked
3 Exhibit B for identification.)

4 Q. Mr. Joy, I'm going to show you this list.
5 This is Exhibit A to the subpoena that we issued on
6 you in July.

7 A. Got you.

8 Q. That lists the documents, data and
9 information, categories that we asked that you
10 produce.

11 A. Uh-huh.

12 Q. Category one asks for, "Any and all
13 documents, data and information, whether in paper
14 or electronic form, in the debtor's possession,
15 custody or control that identify or relate to the
16 ownership, registration, hosting, billing, payment,
17 appraisal, value or transfer of, or relationship
18 among, any internet domain names ever registered in
19 the name of the debtor or Robert Pickle, or any
20 entity of which the debtor or Robert Pickle is or
21 was a shareholder, officer or director." Then it
22 goes on to list the domain names, among the domain
23 names that we're interested in, save3abn.com,

1 save3abn.org, save-3abn.com and save-3abn.org.

2 You say that you have no such documents in
3 your response?

4 A. That's correct.

5 Q. There is no electronic record of any
6 invoice, any registration?

7 A. Nope.

8 Q. Who registered save3abn.com?

9 A. How about I don't know. I know it was
10 registered and I know it got registered in my name,
11 but that's all I know.

12 Q. You know it got registered in your name?

13 A. Yeah.

14 Q. Do you recall registering it in your name?

15 A. I did not register it in my name. Did I
16 authorize it to be registered in my name? Yes, I
17 did.

18 Q. Who did you authorize to register that?

19 A. BlueHost.

20 Q. And what is BlueHost?

21 A. They're a hosting company, and they
22 reserve domain names for you.

23 Q. So you directed a domain name registrar to

1 A. The webmaster, yeah. I'm pretty sure they
2 all went to the same. I may be wrong, but I
3 thought they all went into the same.

4 Q. Do you remember when you gave the
5 authorization to Mr. Pickle to register
6 save3abn.com and save3abn.org, when that took
7 place?

8 A. No. Probably January 2006. No, 2007.
9 Probably January 2007, I would suspect.

10 Q. January of 2007?

11 A. Yeah. Wasn't it? I'm pretty sure. Why
12 does that surprise you?

13 Q. And prior to January of 2007 --

14 A. No such name exists, as far as I know.

15 Q. Okay. I'm going to ask similar questions
16 about save-3abn.com --

17 A. Can't help you on those. No idea who was
18 involved.

19 Q. -- and save-3abn.org. Did you register
20 those?

21 A. No.

22 Q. Did you authorize somebody to register
23 them?

1 A. No.

2 Q. Do you know who registered them?

3 A. No idea.

4 MR. HEAL: I'm sorry. How is this
5 relevant to the administration of the estate?

6 MR. ROUMELIOTIS: We're looking --

7 THE WITNESS: They're looking for
8 assets.

9 MR. ROUMELIOTIS: Thank you. We're
10 looking for assets.

11 THE WITNESS: But that would have been
12 post-petition, I'm sure.

13 MR. ROUMELIOTIS: We're trying to find
14 out what existed as of the petition date.

15 THE WITNESS: Well, these would have
16 been post-petition, I'm sure. I think if you check
17 the registration, you'll find that they were.

18 MR. HEAL: And I'm not finding any
19 available information --

20 MR. ROUMELIOTIS: Let me ask the
21 questions.

22 Q. (By Mr. Roumeliotis:) Do you have any
23 connection with --

1 A. The answer's no.

2 Q. What was my question?

3 A. Your question was do I have any connection
4 with any of the current 28 domain names that are
5 out there, and the answer is no, I don't. I
6 specifically gave notice that we did not copyright
7 the site. I had been asked by several people if
8 they could copy the site. We said it's not
9 copywritten, it's up to you, and I think it's been
10 copywritten in several countries, not to mention
11 the United States.

12 Q. So is it your testimony then that the
13 content --

14 A. It's been copied.

15 Q. -- that the content that you are
16 responsible for that now appears on various
17 websites throughout the world, you did not post on
18 those websites?

19 A. I've never posted on a website, on those
20 websites, no.

21 Q. You've never authorized any of those other
22 parties to post that information on their websites?

23 A. Oh, absolutely. We made it very clear

1 that anybody who wanted to copy that information
2 and post it could certainly do so. We had it very
3 clearly posted on the bottom that it was not
4 copywritten and it was in the public domain. As a
5 matter of fact, we re-lit the site specifically to
6 allow certain people to copy if they wanted to.

7 Q. I'm sorry. You did what to the site?

8 A. I re-lit the site. I authorized the
9 re-lighting of the site. I had shut the site off
10 at one point.

11 Q. Which site are we talking about?

12 A. Save3abn.com and save3abn.org, I'm
13 assuming. Save3abn.com I can tell you we did. I
14 authorized the re-lighting of that site. It was
15 shut down. I had shut it down.

16 Q. When did you shut it down?

17 A. Sometime in January.

18 Q. And when did you authorize it to be
19 re-lit? That means restarted?

20 A. Yeah.

21 Q. When did you authorize it to be restarted?

22 A. When I got an e-mail from the chairman of
23 the board that essentially lied and said that we

1 had lost control because the Bankruptcy Court had
2 ordered it transferred, and so to demonstrate to
3 the world that that had not happened, I re-lit the
4 site and made it very clear that anybody who wanted
5 to copy it during that period of time could do so.

6 Q. Okay. Did you do this yourself?

7 A. I did. Oh, you mean did I re-light the
8 site?

9 Q. Uh-huh.

10 A. No, I authorized it redone. I ordered it
11 redone.

12 Q. Who did you direct to redo that?

13 A. The webmaster.

14 Q. Mr. Pickle?

15 A. Uh-huh. I gave him a specified time and
16 ordered him to shut it down thereafter. I think it
17 was one or two weeks.

18 Q. And the purpose again for re-lighting the
19 site was to do what?

20 A. To demonstrate that the chairman of the
21 board of 3ABN had lied in an e-mail.

22 Q. Was it also to allow other people to
23 gather the content from the site?

1 A. I made it clear it was certainly
2 available, but the reason I did it was specifically
3 in response to the chairman's e-mail.

4 Q. And again, I just want to clarify, when
5 the websites were re-lit, they were re-lit under
6 save3abn.com and .org, not save-3abn.com and .org?

7 A. As far as I know. I never had authority
8 on any other site other than -- I don't even know
9 if I had authority on the .org. I'm assuming I
10 did.

11 Q. Have you ever had any ownership interest
12 or has your name ever been listed as the registrant
13 on any other domain other than save3abn.com and
14 save3abn.org?

15 A. I'm assuming. I have my own,
16 gabbjoy4.com, g-a-b-b-j-o-y-4.com.

17 Q. Sticking with that for a moment, when did
18 you register that?

19 A. It's post-petition, that's all I know.
20 Everything I've registered other than save3abn has
21 been post-petition. I think I've registered a
22 total of four.

23 Q. But the other ones -- all right.

1 that?

2 A. You're insane. I told you --

3 Q. Not the car that you don't own, but you
4 get around. The family incurs --

5 A. You know what? I literally live in my
6 bunker, and when I do get out, it's very rare, but
7 when I do get out, I go with someone else. Who
8 puts the gas in, I don't know.

9 Q. Mr. Joy, did you report Danny Shelton to
10 the Internal Revenue Service for the nonpayment of
11 taxes?

12 A. Are you nuts? I did not.

13 Q. Did you report 3ABN to the Internal
14 Revenue Service for the nonpayment of taxes?

15 A. Now wait a minute. First of all, no, but
16 how is that relevant to this claim?

17 Q. It has to do with claims that you owned,
18 sir.

19 A. I don't have any claims.

20 Q. That's what I'm trying to develop here.

21 A. You mean am I going to get a fee for
22 turning them in? No, I didn't turn them in. I
23 reported it. I didn't turn them in.

1 Q. I just asked you, did you report --

2 A. I reported it to the general public. I
3 did not turn them in to the Internal Revenue
4 Service. I have only spoken to an IRS agent
5 exactly once, and told her that I had no evidence
6 to give her other than what was already on the
7 court record, period.

8 Q. When was that? When did you have that
9 discussion with the IRS agent?

10 A. Probably in -- let's see. You know, I
11 don't even know. It's been months and months.
12 Sometime -- hm-mm. I don't recall. I honestly do
13 not recall.

14 Q. Did you fill out a form --

15 A. I did not.

16 Q. -- in connection with this discussion with
17 the IRS agent or otherwise?

18 A. I didn't -- there was one communication by
19 phone.

20 Q. By telephone only?

21 A. Exactly.

22 Q. No letters, nothing in writing?

23 A. Nothing.

1 Q. Did you sign a form? I'm just asking the
2 question.

3 A. Zero communications other than a phone
4 conversation. Is that clear?

5 Q. Do you know who did report it?

6 A. And if I did, they would be a protected
7 witness.

8 Q. I'm not sure you have the right to protect
9 them, but the IRS might.

10 A. Well, I think I do. In the state of
11 Massachusetts, witnesses are protected.

12 Q. Just answer the question. Do you know who
13 did? I'm not asking you to identify that person
14 right now.

15 A. I think I do. Actually, let me say this.
16 I happen to believe that the report came from
17 several people based on the information that I was
18 given by various witnesses.

19 Q. And are you going to tell me who you
20 believe these people are? I'm asking you to tell
21 me. Are you going to tell me?

22 A. I don't think it's appropriate for me to
23 do that, and it certainly doesn't relate to this at

1 all. There's no way it's relevant to this action.

2 MR. HEAL: Absolutely.

3 Q. Do you expect to recover a reward from the
4 IRS as a result of these reportings by other
5 people?

6 A. I understand how qui tam claims run.

7 Q. Just answer the question.

8 A. I have no way of recovering money from any
9 report that went from me to anyone in the federal
10 government at any level.

11 Q. Do you expect to share in any recovery
12 that somebody else might make or recover --

13 A. I do not.

14 Q. -- from the government?

15 A. Why would I? I was not a source. I am
16 the reporter. I am not the source. I'm the
17 reporter, do you understand that, Mr. Roumeliotis?

18 Q. So is it your testimony that you are not
19 expecting to recover any reward or part of a reward
20 or splitting of a fee from any source whatsoever as
21 a result of the qui tam claim that somebody else
22 might have raised?

23 A. That is absolutely my statement of fact.

1 Q. So just to close out this inquiry, you
2 stated that you believe you know the names of the
3 people that made the reports to the IRS?

4 A. I believe I did.

5 Q. But that you are unwilling to state their
6 names on the record?

7 A. It's not relevant to a 2004 hearing, and
8 it's absolutely not relevant to anything else that
9 is being discussed here, and the answer is I will
10 not give the sources at this hearing.

11 MR. HEAL: And if it's not true, he'd
12 be exposing himself to liability.

13 Q. Have you reported anybody else to the IRS?

14 A. Never have.

15 Q. Are you expecting to receive any funds
16 from anybody as a result of work that you've done
17 in the past, accounts receivable? I'm switching
18 gears here a little bit on you. Anybody owe you
19 money?

20 A. I've got so many people that owe me money,
21 it's pathetic, and the answer is no, I don't ever
22 expect to see a dime of it.

23 Q. How much money do you think people owe you

1 Northern Mortgage Services Corporation. So what I
2 did is I still, you know, I placed some loans. I
3 didn't get -- I think we closed one loan directly,
4 myself and Kevin, who was one of my loan officers.

5 Q. Did you get paid in 2007 from First
6 American Mortgage?

7 A. Well, yeah. I got, what? About \$3,000, I
8 believe. They never 1099-ed me.

9 Q. They never gave you a 1099?

10 A. They never gave me a 1099. I think they
11 treated it as advanced because they never did a
12 formal accounting and paid commission.

13 Q. I'm just going to show you page 21 of
14 Exhibit C, which again is the package of documents.
15 I'll show you this here, a package of documents
16 that you previously produced. The bottom of page
17 21 is an e-mail from you to a person named Bille?

18 A. No, that's from Bille -- I'm sorry.

19 Q. That's from you to Bille?

20 A. This is from --

21 Q. That's from you to Bob. Looks like you
22 wrote an e-mail to Bille.

23 A. No, that's the end of Bille. I don't know

1 who that is to. Doesn't say. It says, "Blessings,
2 Bille," so it would have been the end of this
3 particular e-mail that I forwarded to Bob.

4 Q. Can you take a look at this, at the foot
5 of which appears your name?

6 A. Yup.

7 Q. And read this and simply affirm for us
8 that you in fact wrote that.

9 (Pause.)

10 A. Yeah, that would definitely have been me.

11 Q. And that passage that we're referring to
12 starts, "Unfortunately, because of the very narrow
13 charges pressed by 3ABN and Danny Lee Shelton, we
14 must substantially expand the case to bring in the
15 most damaging and certain to sway the jury
16 details." That's how the passage begins. It was
17 written on January 20th, 2008, the time stamp on
18 this is 10:28 p.m.

19 It closes with, "They clearly have been
20 getting information that we had the exclusive on
21 and jumping us at every opportunity. C'est la vie.
22 Gailon Arthur Joy." That's the paragraph that I'm
23 referring to. You did in fact write that?

1 A. I believe so. I have no reason to believe
2 otherwise. I'm pretty sure I did, as a matter of
3 fact.

4 Q. That passage includes the following
5 statement: "Remember the IRS has already been
6 investigating for nearly 18 months that we are
7 aware of, and given the complaint from Fran, I
8 would guess that they are well past two years into
9 the investigation." What complaint are you
10 referring to in that?

11 A. It was a series of complaints given. We
12 tracked it out. There was a series of complaints
13 given to a special group that was formed to deal
14 with eBay claims. Are you familiar with that? No.
15 The IRS set up a special task force back about
16 probably three years ago now, and that particular
17 task force was given the responsibility of tracking
18 out people who utilized eBay for purposes of making
19 money, and to see whether or not they were actually
20 taking that as income on their income tax.

21 There was a girl, actually an accountant
22 who had worked for the IRS, and what happened, in a
23 nutshell, is she discovered in the process of

1 buying things from 3ABN's eBay site, that certain
2 transactions were not in fact being -- she was
3 supposedly buying things that were on the 3ABN --
4 what do you call that? You know, if you give a
5 gift to 3ABN and they want to dispose of it, they
6 would put it on their eBay site.

7 She went in and she would buy things off
8 that site periodically, and the experiences that
9 she had was that number one, she did not get the
10 receipt specifically for the contribution that she
11 made for purchasing whatever it is that she took
12 from the eBay site. The second thing she
13 discovered is that when receipts came through on
14 her charge cards, they didn't go into 3ABN
15 accounts.

16 What was the third thing? There were
17 three key issues there. Oh, the third thing was
18 that the money was actually going into family
19 accounts, Shelton family accounts. She had sent us
20 a complete set of documents relating to that. We
21 had discovered that obviously to Mr. Simpson. It
22 was a CD that she sent to us, and we put it in a
23 hard drive and just re-disclosed it.

1 The nut of it is that she, realizing this,
2 began inquiring, and one thing led to another, and
3 at some point, it would be quite a ways away now --
4 what date was that? January? So it would have
5 been sometime in either late 2005, 2006, she
6 actually gave notice to the Internal Revenue
7 Service that there was something awry here. She
8 filed a formal complaint regarding the eBay site.

9 She actually came up with some pretty
10 phenomenal numbers on short sale deals, on sales
11 that were done at -- you know, that were done
12 supposedly through 3ABN and then ultimately ended
13 up going into personal checking or other -- let me
14 restate that. As far as I know, the evidence that
15 we had was that they were going into other peoples'
16 Mastercard accounts. Do you understand what I'm
17 saying? In other words, they had their own
18 Mastercard account going through their checking
19 account.

20 From that she developed a synopsis, put
21 together a package and sent it to the Internal
22 Revenue Service regarding those complaints, and
23 asked them to investigate because she was not

1 getting answers. That happened I'm pretty sure it
2 was sometime in 2005. I can't remember now, but I
3 seem to recall that being the case.

4 Q. What's Fran's last name?

5 A. McDonald. She's on the witness list.

6 Q. Thank you. I want to get some additional
7 information from you, Mr. Joy. Your telephone
8 number?

9 A. I've got to look it up.

10 Q. You have to look up your telephone number?

11 A. I don't dial myself very often.

12 ***-***-****.

13 Q. E-mail addresses that you use?

14 A. My e-mail address is gabbjoy4@*****.***.

15 Q. G-a-b-b or just g-a-b?

16 A. G-a-b-b. It's Gailon, Ann, Brett, Brook.
17 Gabbjoy4@*****.***. Then I have Arthur@*****.
18 No, it's Gailon, I'm sorry. I used my first name.
19 Gailon@*****. That I set up last spring. Let
20 me think. Actually, I don't get the AU Reporter
21 anymore. What do I get? Oh, I know what it is.
22 It's Arthur@*****.***, First American Mortgage
23 Trust. I set that up in the fall of last year.

1 Q. Those are all your e-mails addresses that
2 you -- have you used them in the past year, let's
3 say?

4 A. Well, actually prior to that I had
5 gabbjoy4@*****.***, I believe, right? Yeah, I
6 think it was gabbjoy4@*****.***.

7 Q. So the comcast.net one is no longer
8 active?

9 A. No, hasn't been since I got the Verizon
10 account.

11 Q. Are there any other names, monikers,
12 aliases that you use in connection with posting
13 things on the internet, on blogs, on contribution
14 sites, things of that sort?

15 A. Let me tell you something. I have never
16 used anything other than my birth name. How's
17 that?

18 Q. If that's your testimony. So is it your
19 testimony that --

20 A. It has always been my testimony.

21 Q. -- whenever you post something on the
22 internet, you use your name, your full name?

23 A. I use my actual name. Usually I use the

1 people who were contributing to the site. I
2 assumed if he was having a problem he would let me
3 know.

4 Q. Contributing to the site. I'm sorry, does
5 that mean financial contributions?

6 A. Yeah.

7 Q. They're donating money --

8 A. Yeah.

9 Q. -- through the site?

10 A. No, they were contributing money to
11 support the site.

12 Q. To whom was the money being paid?

13 A. It wasn't me.

14 Q. Who do you think the money was being paid
15 to?

16 A. I'm assuming it went directly to
17 Mr. Pickle. I don't know.

18 Q. Do you have any details? Do you know how
19 much --

20 A. No.

21 Q. -- had been paid or from whom?

22 A. Never. I'm trying to think. No, I
23 wouldn't have any -- I don't have any idea. I know

1 that there were contributions being made. That's
2 all I really know.

3 Q. Were contributions being solicited from
4 the website?

5 A. No.

6 Q. Could people click through on the website
7 and get to a Paypal account page or some other
8 external site where people could make
9 contributions?

10 A. There was a contribution link there for
11 legal services, but not for the site itself that I
12 recall.

13 Q. For legal services?

14 A. Yeah.

15 Q. Legal services for your legal issues?

16 A. No. I was pro se.

17 Q. You were pro se in the District Court?

18 A. Yeah, I was pro se.

19 Q. So what legal services did you need
20 contributions for?

21 A. I didn't. Mr. Pickle had counsel.

22 Q. So is it your testimony that none of the
23 contributions that were made through the save3abn

1 websites, whether .com or .org, were used to pay
2 your legal fees?

3 A. I didn't have any legal fees.

4 Q. You had bankruptcy legal fees?

5 A. Well, they were not used for the
6 bankruptcy, absolutely were not used for the
7 bankruptcy. That's ludicrous.

8 Q. Did Mr. Heal represent you at some point
9 in connection with the District Court action?

10 A. No. He answered the initial -- I did my
11 own answer, and we worked together to make a
12 combined answer for the initial answer, but in fact
13 on the very first motion out, I was actually pro se
14 and did my own responses. As a matter of fact, to
15 her (indicating) motions or to her responses.

16 Q. Do you know if the current website, I
17 guess it would be the save-3abn.com website, does
18 that continue to solicit or can people click
19 through and contribute towards the payment of legal
20 expenses?

21 A. I have no idea. I don't think I've ever
22 even looked at it. Pretty sure I haven't, as a
23 matter of fact. I don't think so though. I don't

1 think it does have a link on it anymore. I don't
2 think it's had a link on it since Mr. Pickle went
3 pro se and they ended the Paypal site. I'm pretty
4 sure.

5 Q. Mr. Pickle has now gone pro se in the
6 District Court litigation as well?

7 A. Absolutely, yeah.

8 Q. Did you owe Mr. Heal anything as of the
9 date of the bankruptcy filing?

10 A. For the bankruptcy.

11 Q. But nothing for anything that he had done
12 prior to or for any other legal services? He
13 wasn't a creditor of yours in your bankruptcy case?

14 A. No. For what?

15 Q. I'm asking the question.

16 A. Not that I'm aware of.

17 Q. Earlier you referred to the need to review
18 some business activities by reviewing a log for
19 late 2007. You kept a log about your business
20 activities?

21 A. Yeah, for First American Trust.

22 Q. Is that something that you can produce as
23 well? That certainly is something that, in my

1 does it make? It was obviously public knowledge on
2 there, and then in addition to that, we had
3 obviously the e-mails from Doctor Thompson stating
4 that he was aware.

5 Q. Do you have any confirmation that those
6 e-mails were in fact from Doctor Thompson?

7 A. Well, they came from his e-mail address.
8 I'd have to get you a copy of them, I guess. I'd
9 have to dig them out and give them to you.

10 Q. Do you have any contacts within 3ABN
11 presently or in the past that you get information
12 from regarding the knowledge of 3ABN, various
13 matters, workings?

14 A. And how is that relevant to this hearing?
15 Objection. Relevance.

16 Q. You just stated that you believe that
17 Doctor Thompson sent an e-mail --

18 A. He didn't send me an e-mail. I didn't say
19 that.

20 Q. He sent an e-mail --

21 A. He responded to somebody's inquiry, and I
22 then received a copy of that e-mail from his
23 inquiry, and that's happened consistently for the

1 entire two years of this mess.

2 Q. Are you going to answer or not going to
3 answer the question as to whether you have any
4 contacts presently or in the past within 3ABN that
5 you obtain information from regarding proceedings
6 that involve 3ABN?

7 A. Proceedings involving 3ABN?

8 Q. The inner workings, the problems that 3ABN
9 may be having with respect to you, with respect to
10 others. Do you have an internal source that is
11 getting information to you?

12 A. Mr. Roumeliotis, the place is a sieve.
13 There are so many --

14 Q. I'm asking for a yes or no --

15 A. There are so many drips coming out of that
16 sieve, we could sit here all day. There's names,
17 addresses, phone numbers, et cetera, and the bottom
18 line is yes.

19 Q. Could you identify these individuals?

20 A. No.

21 Q. The question was can you identify these
22 individuals, not would you. Do you know who these
23 individuals are?

1 MR. HEAL: Now, this is kind of a
2 topic not even for the adversary proceeding, let
3 alone a 2004 exam.

4 THE WITNESS: It's a fishing
5 expedition, and it goes way beyond.

6 MR. HEAL: It's a topic of the main
7 case if a deposition would be held, and I'm just
8 take a long breath to suggest if we're going to go
9 down here, it should be done on another date.

10 Q. (By Mr. Roumeliotis:) But just to close
11 the loop then --

12 MR. HEAL: Go right ahead.

13 Q. -- it is your testimony that you do have
14 contacts, that you do speak with people within
15 3ABN --

16 A. I didn't say that. You asked if there
17 were people that were giving us information from
18 within 3ABN, and I told you the place is a sieve.
19 It has drips everywhere.

20 Q. And then yes, you do obtain information
21 from people within 3ABN?

22 A. I guess you would argue that that would be
23 in fact the case, either directly or indirectly.

1 Q. Just to confirm that you would address
2 that question in more detail in connection with the
3 District Court case and the noticing of a
4 deposition in that case?

5 A. I don't know. You're asking a
6 hypothetical question. I'll deal with that at the
7 time.

8 (Whereupon, the examination concluded
9 at 4:38 p.m.)

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Ex. W

Subject: Re: Law Suit
From: "Walter Thompson"
Date: Sat, 5 Jan 2008 17:18:38 -0600
To:

Dear *****,

Unfortunately, the law suit is not over yet, though we cherish your continued prayers that that may soon be behind all of us. All any of us want is to get the Gospel to the world so Jesus can return and put an end to the terrible malady we know as sin.



The victory that you heard about is the fact that the bankruptcy judge closed down the web site that had taken 3abn's name and was using it to malign 3abn. One of the men named in the law suit, and the one in whom the site was registered, failed to reveal his ownership of the site in his list of assets when he filed bankruptcy (so as to interfere with our law suit). When the Judge learned of this attempt to deceive the court, it elected to take it from him. Eliminating that web site was one of our primary objectives in going to court.

God is so good!

Sincerely in Jesus' name,

Walter Thompson

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

From:
To: [Walt Thompson](#)
Sent: Saturday, January 05, 2008 3:37 PM
Subject: Law Suit

Dear Walt Thompson,

I am writing to ask you if you have resolved the law suit yet? I heard talk about a victory on your program so I decided to ask you myself instead of listening to others who might not really know. What victory has happened and is everything over yet?

I am interested in supporting the spreading of the Gospel but not a law suit so I am waiting until it is all over.

EX 779

DISMISSAL AND NOTICE OF RIGHTS

To: Kathy

From: Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, CA 90012

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR § 1601.7(a))

Table with 3 columns: Charge No., EEOC Representative, Telephone No.
37A-2006-10394, Barbara J. Tucker, (213) 894-1044

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- List of reasons for closing the file, including: 'The facts alleged in the charge fail to state a claim...', 'Your allegations did not involve a disability...', 'The Respondent employs less than the required number of employees...', 'We cannot investigate your charge because it was not filed within the time limit...', 'Having been given 30 days in which to respond, you failed to provide information...', 'While reasonable efforts were made to locate you, we were not able to do so.', 'You had 30 days to accept a reasonable settlement offer...', 'The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.', 'The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.', 'Other (briefly state)'

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

[Handwritten signature]

Ololphus Perry, Director
Los Angeles District Office

3-20-08

(Date Mailed)

Enclosure(s)

cc: Dawn T. Collins, Attorney
Jackson Lewis
725 South Figueroa Street., Suite 2500
Los Angeles, California 90017

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
October 23, 2008

Charles R. Bappert
100 West Chicago Street
Coldwater, Michigan 49036

Counselor Bappert:

We are contemplating using documents produced by Remnant Publications in an upcoming filing with the court, and pursuant to the Confidentiality Order issued in our case, I am giving you the required notice. Given the nature of the documents and the contemplated filing, we do not think these documents should be filed under seal. We would not use contracts, but would potentially use documents pertaining to payments to Danny Shelton and pertaining to sales or purchases of Danny Shelton's books or booklets.

Sincerely,



Bob Pickle, *pro se*

Gailon Arthur Joy, *pro se*

**COMMUNITY CHURCH OF GOD
BOARD OF TRUSTEES MEETING
DECEMBER 31, 2006 1:15PM**

Attendees:

Glenn T. Dryden, Senior Pastor
Gary D. William, Associate Pastor and Trustee
Joel D. Noble, Chairman of the Board
John H. Bailey, Trustee
Ann C. Webb, Trustee

Not In Attendance:

Chrystal L. Jones, Trustee

Joel Noble called the meeting to order.

Purpose of Meeting:

To discuss circumstances surrounding former Pastor Tommy Shelton.

- Joel Noble informed the Board that he had talked to Danny Shelton and received an email from Tommy Shelton regarding Tommy's employment with 3ABN and the accusations made against Tommy from the Community Church of God at Dunn Loring, VA.
- According to Danny Shelton, Tommy Shelton will be officially retired from 3ABN effective December 31, 2006.
- Threats received by Joel Noble and Pastor Glenn Dryden from Danny Shelton recommended that Pastor Dryden refrain from posting additional items on the Seventh Day Adventist website. Danny hinted that failure to do so would result in a suit brought about by the Shelton family for defamation of character.
- To be noted for the record, Pastor Glenn Dryden did not post the items on the internet concerning alleged sexual misconduct by Tommy Shelton. He did send the items to those who are engaged in the "ecclesiastical investigation" at 3ABN, but the items were posted by someone at 3ABN.
- Pastor Gary Williams informed the Board that he had received a phone call from Brad Walker, Tommy Shelton's son-in-law, expressing concern over the situation and why the Shelton family had not been contacted prior to the items being placed on the website.
- Pastor Glenn Dryden said that he had also received a letter from Carol Shelton, Tommy Shelton's wife, expressing her concern over the handling of the situation.
- Ann Webb also received emails from Lucy Tedrich and Tommy Shelton which are to be shared at the January 6, 2007 Church Advisory Board meeting.
- Joel Noble recommended not sharing the letters with the Church Advisory Board until the church receives Legal council.

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

**REPLY BRIEF OF DEFENDANTS-APPELLANTS,
GAILON ARTHUR JOY AND ROBERT PICKLE**

GAILON ARTHUR JOY, *PRO SE*
P.O. Box 37
Sterling, MA 01564
(978) 333-6052

ROBERT PICKLE, *PRO SE*
1354 County Highway 21
Halstad, MN 56548
(218) 456-2568

Plaintiffs never “obtained” an order limiting the scope of discovery, for that aspect of their motion was denied. (PB 6; JA 285).

Plaintiffs’ argument that Defendants might publish sensitive discovery materials was rebutted on January 2, 2008: Defendants have never published the tax returns of Danny Lee Shelton (“Shelton”), or embarrassing correspondence regarding Shelton’s daughter and sister. (JA 153; RA 48 p. 9).

None of Defendants’ subpoenas were quashed. The Illinois court ordered the matter transferred to Massachusetts because Plaintiffs misled that court into thinking that the question of scope of discovery had not yet been resolved. (JA 322; RA 152-6 pp. 36–37). Regarding the subpoena of MidCountry Bank (“MidCountry”), the district judge instructed Defendants to seek relief from the Minnesota court because he could not alter that judge’s order, but the Minnesota court then directed Defendants back to the Massachusetts court to obtain relief.⁴ (JA 222–223; RA 92 pp. 30–31).

Defendant Pickle’s second motion to compel failed because he didn’t comply with D.Mass.Loc.R. 37.1(b)(3). (JA 283). Plaintiffs’ objections to Defendant Pickle’s requests to produce were overly general, and thus Defendant Pickle couldn’t figure out how to itemize what exactly Plaintiffs objected to. (RA 62 p. 11).

⁴ Defendants did not pursue the matter further since the documents were lost at the courthouse until December 16, 2008. (RA 160).

RESPONSE TO STANDARD OF REVIEW

Standard of Review for Order Granting Voluntary Dismissal. The granting of a motion for voluntary dismissal is reviewable only for abuse of discretion.

Puerto Rico Maritime Shipping Authority v. Leith, 668 F.2d 46, 49 (1st Cir. 1981).

Standard of Review for Order to Return Confidential Documents. The district court has “broad discretion” to decide when a protective order is appropriate and what degree of protection is required. *Poliquin v. Garden Way, Inc.*, 989 F.2d 527, 532 (1st Cir. 1993). Great deference is shown to the district court in framing and administering such orders. *Id.* Contrary to the contentions of the appellants, no First Amendment concerns are implicated by an order enforcing a protective order against litigants who obtained access to information for litigation purposes.

RESPONSE TO ARGUMENT

I. APPELLANTS’ COMPLAINTS ABOUT PROCEDURE ARE BASELESS.

Pickle and Joy begin their argument section with a series of baseless attacks on the district court and its handling of the motion to dismiss. None of appellants’ arguments establish an abuse of the district court’s discretion. Before responding to the individual arguments, a brief recital of the law regarding voluntary dismissals may be helpful.

brief here. (ECF Doc. 140). The district court did not abuse its discretion in denying the dismissal terms now sought by the appellants.

E. The District Court Did Not Err by Imposing Terms on Defendants.

Pickle and Joy argue that the district court's order that they return confidential documents pursuant to the terms of the Protective Order is an impermissible "condition of dismissal." But they fail to appreciate that 3ABN's motion sought return of the confidential documents on the authority of the Protective Order itself, not under Rule 41(a)(2). (JA0299, JA0307-JA0310). The district court has "broad discretion" to decide when a protective order is appropriate and what degree of protection is required. *Poliquin v. Garden Way, Inc.*, 989 F.2d 527, 532 (1st Cir. 1993). Great deference is shown to the district court in framing and administering such orders. *Id.* There being no continuing need for the confidential records, Judge Saylor did not abuse his discretion in enforcing the Protective Order as written.

V. APPELLANTS' COMPLAINTS ABOUT THE CONFIDENTIALITY ORDER ARE BASELESS.

A. The District Court Did Not Err by Ordering Return of Confidential Documents per the Protective Order.

Pickle and Joy contend that the district court's order that they return materials which they had obtained under the protective order is error. Both Judge Saylor's ruling from the bench and the Electronic Clerk's Notes reflect the district

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Case No. 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

ORDER

This matter comes before the Court on defendant Robert Pickle's motion for leave to file electronically (Doc. 7). He states that he has a large volume of documents to file in response to the Court's June 18, 2008, order to show cause (Doc. 6) and that allowing him to do so electronically would alleviate his concerns about timely filing and would save him time and effort.

The Court **DENIES** the motion (Doc. 7). Pickle's timeliness concerns as articulated in his motion are based on a flawed reading of the Local Rules in conjunction with the Federal Rules of Civil Procedure. Furthermore, rather than forcing Pickle to file his "large volume of documents" in the Court file, the Court will instead order a hearing on this matter at which time Pickle may present in person his documents as exhibits and explain to the Court their relevancy. Pickle's response to the Court's prior order to show cause need not contain those exhibits. The Court further **ORDERS** that Pickle's response shall not exceed ten pages and **ORDERS** that the aforementioned hearing be held on July 24, 2008, at 1:30 p.m. in Benton, Illinois, at which all parties must appear in person. The failure to appear in person or to be substantially prepared to participate in good faith in the hearing may justify quashing the subpoena *duces tecum* at issue in this proceeding or entry of other sanctions authorized by Federal Rule of Civil Procedure 16(f).

IT IS SO ORDERED.
DATED: June 30, 2008

s/ J. Phil Gilbert
J. Phil Gilbert
United States District Judge

Ex. G

Subject: SUBPOENA RESPONSE - PASTOR DRYDEN

From: "Glenn Dryden"

Date: Mon, 2 Jun 2008 20:49:04 -0400

To: "Pickle, Bob"

Greetings Bob!

My items were mailed to you this evening "Priority Mail".

Please let me know when you receive them.

Thank you,
Glenn

EX 789

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 18, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

I am in receipt of your two letters of June 18, 2008.

Regarding your second letter, I would not call your unilateral production schedule "agreed upon," as we have not stipulated to it and a motion to compel is pending. Neither Mr. Joy nor myself have yet received your fax or letter that you stated in writing that you sent on June 6, 2008. We have therefore determined that you are factually challenged, and thus the motion to compel is warranted.

I have previously brought to your attention the documents that were abusively marked "Confidential." This is a clear example of an abuse of the confidentiality order. If they are not corrected within seven days, we must assume that you have decided to perpetuate your abuse, and we will file a motion seeking sanctions for this abuse of the confidentiality order.

My complaint that there are missing documents is fully mature. I cannot see how any of what you produced is relevant or responsive to my requests. And according to your production schedule, all non-confidential documents were supposed to be produced on June 13, 2008. You failed to produce any issues of *3ABN World*, *Catch the Vision*, or other mass-distributed newsletters. Simply put, no party can consider those confidential. Thus, it is indisputable that documents are missing that are not subject to confidentiality.

Regarding your first letter, Mr. Joy made clear to you by phone today that we will respond to your request regarding the two subpoenas, and while we feel that 30 days is definitely a reasonable amount of time, we will be serving you a response shortly. A review of the record demonstrates that a motion to compel on your part is out of order and sanctionable.

Do note though that both sides have pending or imminent motions that may impact issues of relevancy.

In return I would ask you to supplement your disclosures pursuant to Rule 26(e) by updating your witness list. At the very least, there are three new board members that have not been added. We would also request that you supplement your other disclosures.

Also, while we are talking about subpoenas, we would request that you produce all documents received in response to your subpoenas to Calvin Eakins (dba BlackSDA) and Linda Shelton.

Ex. J

October 2004 Issue Metadata (obtainable only from Archive.org)

Document Summary [Close]

File: C:\DVD 3ABN Worlds\3ABN-World-2004-10.pdf

Title: 3ABN World 2004-10.indd

Subject:

Author:

Keywords:

Binding: Left Edge

Creator: Adobe InDesign CS (3.0.1)
 Producer: Adobe PDF Library 6.0
 Created: 9/1/2004 9:43:19 AM
 Modified: 9/28/2004 10:12:11 AM
 File Size: 1.36 MB (1,422,860 Bytes)
 Security: None

PDF Version: 1.3 (Acrobat 4.x) Fast Web View: Yes
 Page Size: 5.25 in x 8.25 in Tagged PDF: Yes
 Number of Pages: 17

OK Cancel

December 2004 Issue Metadata (obtainable only from Archive.org)

Document Summary [Close]

File: C:\DVD 3ABN Worlds\3ABN-World-2004-12.pdf

Title: 3ABN World 2004-12.indd

Subject:

Author:

Keywords:

Binding: Left Edge

Creator: Adobe InDesign CS (3.0.1)
 Producer: Adobe PDF Library 6.0
 Created: 10/22/2004 1:02:05 PM
 Modified: 11/30/2004 10:38:37 AM
 File Size: 1.09 MB (1,147,135 Bytes)
 Security: None

PDF Version: 1.3 (Acrobat 4.x) Fast Web View: Yes
 Page Size: 5.25 in x 8.25 in Tagged PDF: Yes
 Number of Pages: 32

OK Cancel

February 2006 Issue Metadata

Document Summary ✖

File: C:\DVD 3ABN Worlds\3ABN-World-2006-02.pdf

Title:

Subject:

Author:

Keywords:

Binding: ▼

Creator: Adobe InDesign CS2 (4.0.4)

Producer: Adobe PDF Library 7.0

Created: 11/7/2006 5:32:54 PM

Modified: 11/7/2006 5:33:58 PM

File Size: 1.48 MB (1,548,539 Bytes)

Security: None

PDF Version: 1.4 (Acrobat 5.x) Fast Web View: Yes

Page Size: 5.38 in x 8.25 in Tagged PDF: No

Number of Pages: 25

March 2006 Issue Metadata

Document Summary ✖

File: C:\DVD 3ABN Worlds\3ABN-World-2006-03.pdf

Title:

Subject:

Author:

Keywords:

Binding: ▼

Creator: Not Available

Producer: Acrobat Distiller 7.0.5 for Macintosh

Created: 1/30/2006 2:22:16 PM

Modified: 1/30/2006 2:22:16 PM

File Size: 1.52 MB (1,591,742 Bytes)

Security: None

PDF Version: 1.4 (Acrobat 5.x) Fast Web View: Yes

Page Size: 5.63 in x 8.5 in Tagged PDF: No

Number of Pages: 25

Metadata of September 2004 Issue (recreated by 3ABN)

The screenshot shows a 'Document Summary' dialog box with the following fields and values:

- File: C:\DVD 3ABN Worlds\...\3abn-world-2004-09.pdf
- Title: [Empty text box]
- Subject: [Empty text box]
- Author: [Empty text box]
- Keywords: [Empty text box]
- Binding: Left Edge (dropdown menu)
- Creator: Adobe InDesign CS4 (6.0)
- Producer: Adobe PDF Library 9.0
- Created: 2/3/2009 11:49:06 AM
- Modified: 2/3/2009 11:49:14 AM
- File Size: 815.1 KB (834,615 Bytes)
- Security: None
- PDF Version: 1.5 (Acrobat 6.x)
- Fast Web View: Yes
- Page Size: 5.25 in x 8.25 in
- Tagged PDF: No
- Number of Pages: 17

Buttons: OK, Cancel

Metadata of October 2004 Issue (recreated by 3ABN)

The screenshot shows a 'Document Summary' dialog box with the following fields and values:

- File: C:\DVD 3ABN Worlds\...\3abn-world-2004-10.pdf
- Title: [Empty text box]
- Subject: [Empty text box]
- Author: [Empty text box]
- Keywords: [Empty text box]
- Binding: Left Edge (dropdown menu)
- Creator: Adobe InDesign CS4 (6.0)
- Producer: Adobe PDF Library 9.0
- Created: 2/3/2009 11:54:53 AM
- Modified: 2/3/2009 11:55:03 AM
- File Size: 961.8 KB (984,841 Bytes)
- Security: None
- PDF Version: 1.5 (Acrobat 6.x)
- Fast Web View: Yes
- Page Size: 5.25 in x 8.25 in
- Tagged PDF: No
- Number of Pages: 17

Buttons: OK, Cancel

Metadata of November 2004 Issue (recreated by 3ABN)

Document Summary

File: C:\DVD 3ABN Worlds\...\3abn-world-2004-11.pdf

Title:

Subject:

Author:

Keywords:

Binding: Left Edge

Creator: Adobe InDesign CS4 (6.0)
 Producer: Adobe PDF Library 9.0
 Created: 2/3/2009 11:59:42 AM
 Modified: 2/3/2009 11:59:58 AM
 File Size: 1.38 MB (1,443,025 Bytes)
 Security: None

PDF Version: 1.5 (Acrobat 6.x) Fast Web View: Yes
 Page Size: 5.25 in x 8.25 in Tagged PDF: No
 Number of Pages: 17

OK Cancel

Metadata of December 2004 Issue (recreated by 3ABN)

Document Summary

File: C:\DVD 3ABN Worlds\...\3abn-world-2004-12.pdf

Title:

Subject:

Author:

Keywords:

Binding: Left Edge

Creator: Adobe InDesign CS4 (6.0)
 Producer: Adobe PDF Library 9.0
 Created: 2/3/2009 12:07:40 PM
 Modified: 2/3/2009 12:07:54 PM
 File Size: 1.15 MB (1,201,005 Bytes)
 Security: None

PDF Version: 1.5 (Acrobat 6.x) Fast Web View: Yes
 Page Size: 5.25 in x 8.25 in Tagged PDF: No
 Number of Pages: 17

OK Cancel

Metadata of August 2005 Issue (recreated by 3ABN)

Document Summary ✖

File: C:\DVD 3ABN Worlds\...\3ABN-World-2005-08.pdf

Title:

Subject:

Author:

Keywords:

Binding: ▼

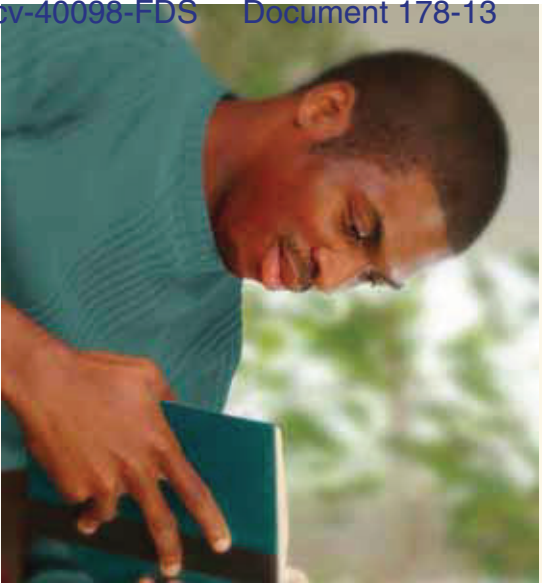
Creator: Adobe InDesign CS4 (6.0)
Producer: Adobe PDF Library 9.0
Created: 2/3/2009 11:33:19 AM
Modified: 2/3/2009 11:33:41 AM
File Size: 1.41 MB (1,474,998 Bytes)
Security: None

PDF Version: 1.5 (Acrobat 6.x) Fast Web View: Yes
Page Size: 5.38 in x 8.25 in Tagged PDF: No
Number of Pages: 25

The Next Chapter

Introducing our newest division, 3ABN Books

As we began this year, we knew that there was something special in the air: Danny Shelton was impressed by the Lord to tell us, “You haven’t seen



3ABN’s television and radio ministries with follow-up printed products that will take the three angels’ messages to the world through books, pamphlets, manuals, and Bible lessons. We are thrilled to be partnering with Pacific Press Publishing Association in Nampa, Idaho, in this new ministry. 3ABN will prepare, research, write, and recommend manuscripts to be published under the 3ABN Books imprint, and Pacific Press will do what they do best: edit, design, market, and distribute.

Mending Broken People by Kay Kuzma will be the first 3ABN Books publication. It’s the story of 20 years of faith and miracles that turned the vision God gave a gospel-singing carpenter into the reality of a satellite network that is reaching the world

for Jesus Christ. You’ll read about the incredible miracles that brought 3ABN into existence. But it’s not just Danny Shelton’s story. The greatest miracle stories are found in the lives of those changed as they discovered Bible truth on 3ABN. You’ll read the behind-the-scenes stories of Hal and Mollie Steenson, Shelley Quinn, Rick Odle, Theresa Boote, and others whom you have grown to love.

What can you expect from 3ABN Books in the future? Stories of faith and courage by 3ABN presenters like Brenda Walsh, Shelley Quinn, and John Lomacang. Books

Dr. Kay Kuzma, well-known Christian writer and communicator, has been asked to help launch this new venture. “I’m excited about 3ABN Books,” says Kay, “because I have a passion to give 3ABN’s worldwide audience quality reading materials they can hold in their hands, study, and pass on to others. Television and radio are attention getters and information givers, but once the program is over, it’s over — unless the person has copied the program. A book or pamphlet, however, becomes something a person

can hang onto; a friend that people can return to again and again as they soak up God’s message at their own speed and convenience. A book can go anywhere. It has — forgive the pun — long shelf life.”

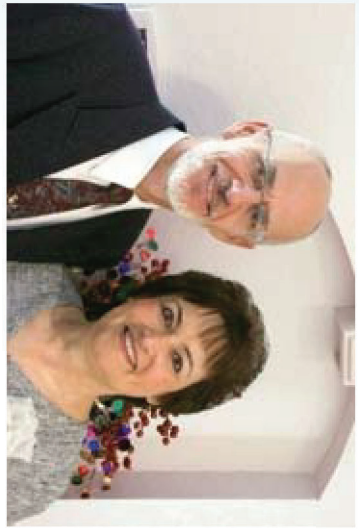
A book or pamphlet that help people overcome the hurt and heartache of the past and find new life in Christ. Doctrinal presentations, like Danny Shelton’s and Shelley Quinn’s book on the Sabbath, and manuals that will accompany television series on prophecy. We’re even planning to publish an annual 3ABN devotional featuring our presenters and staff, so “stay tuned” for more exciting changes as we seek new ways to bring the good news of Jesus Christ to all the world!

“because I have a passion to give 3ABN’s worldwide audience quality reading materials they can hold in their hands, study, and pass on to others. Television and radio are attention getters and information givers, but once the program is over, it’s over — unless the person has copied the program. A book or pamphlet, however, becomes something a person

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EX TRUST SERVICES BLOSSOMING IN FLORIDA!



Trenton & Oriana Frost

Our Stewardship and Trust Services Department is pleased to announce the opening of a new office in the southeastern United States to better serve the eastern regions of the country. Situated in Central Florida's lovely Avon Park, the office opened its doors on July 1, 2005, with Trenton Frost presiding as 3ABN Trust Services' first State Field Representative. On January 1, following six months of the Lord's blessings, Trenton's wife, Oriana, joined him as assistant in this exciting new venture for the Lord.

The Frosts came to Florida from Loma Linda, California, where they served for the past four years under 3ABN Trust Services Director, Dr. Leonard Westphal. Their office will continue to work with the Loma Linda team under Dr. Westphal's direction.

Trenton is a native of Vermont, and his love of art and theology led him to the campus of Atlantic Union College in Massachusetts, where his artist eye landed upon Oriana Butendieck, an Argentina-born missionary's daughter. Following a colorful wedding in Lima, Peru, the couple returned to the United States where they

raised two lovely children, Melissa and Daven, in a rural homestead lifestyle. During those years Trenton served as literature evangelist and Bible worker. Later he worked with the New York State school system, while sustaining a gospel ministry. In recent years, Trenton and Oriana have enjoyed the chance to work with 3ABN and those who love and support it. They are eager to assist you with your estate planning needs through revocable trusts, charitable gift annuities, and other options. "Our home visitations have been a much appreciated service to our donors," says Trenton. "It is a sacred privilege to meet face to face with the beautiful people who, by faith, are playing such a crucial role in the ongoing miracle of faith. The 3ABN plans available to you are designed to benefit both you and the Lord's work. If Oriana and I can be of any service to you as you seek to bless 3ABN's ministry, please don't hesitate to contact us. It will be a pleasure to serve you."

Video of the Month

This time our video of the month features a two-hour presentation with Dr. Hans Diehl entitled, "CHIP — Three Generations." In this program you'll hear from three generations of people who have been helped by the Coronary Health Improvement Project. Find out how to lower your cholesterol and even reverse diabetes and hypertension. This program is available on DVD or videocassette for only \$20 and we'll even pay the postage! Just call us at 800-752-3226 during regular business hours.



Investing In Eternity

HERE ARE FIVE GOOD reasons to develop a Charitable Gift Annuity with 3ABN:

1. Your gift provides you with a fixed income for life and helps 3ABN evangelize the world!
2. You may fund a Gift Annuity for as little as \$5,000 per individual or \$10,000 per couple, provided you are 55 or older.
3. You receive an immediate tax deduction, and much of the interest is tax free.
4. To gain a higher rate with greater income, you may develop a Deferred Gift Annuity with a future payout, provided you are 45 or older.
5. You may fund a Charitable Gift Annuity for another person and claim the tax deduction yourself.

A Gift Annuity is unique in that while the gift is irrevocable, the investment may earn you more than your initial gift — depending on your age.

For more information:
 Dr. Leonard Westphal
 Stewardship and Trust Services
 PO Box 7148
 Loma Linda, CA 92354
 Office: 800-886-4800
 E-mail: trustservices@3abn.org

Andrews University

Invoice
#90004

Center for Adventist Research
James White Library
Andrews University
Berrien Springs, Michigan 49104-1440
(269) 471-3209
car@***

Date: January 20, 2009

Sold to: Bob Pickle

Address: Bob@***

What: 3ABN World Sept & Nov, 2004 and Aug 2005

Cost:	56 copies @ .25 each	\$	14.00
	Handling Fee	\$	5.00
	Total	\$	19.00USD

Please send your check or money order made payable to **Center for Adventist Research** to the address above.

Thank you for this opportunity to be of service to you.



Ex. Q

Subject: RE: Responsive documents from Remnant
From: "Greg Simpson"
Date: Wed, 24 Sep 2008 16:31:51 -0500
To: "Bob"
CC: "John Pucci", "G. Arthur Joy"

Bob-

Mr. Bappert sent me a set of the documents that he produced to you. Thanks for checking.

M. Gregory Simpson

Direct: (612) 337-6107

e-mail: gregsimpson@***

SIEGEL BRILL

GREUPNER DUFFY

& FOSTER P.A.

1300 Washington Square

100 Washington Avenue South

Minneapolis, MN 55402

T (612) 337-6100

F (612) 339-6591

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From: Bob
Sent: Wednesday, September 24, 2008 3:11 PM
To: Greg Simpson
Cc: John Pucci; G. Arthur Joy
Subject: Responsive documents from Remnant

Counselor Simpson:

Do you have a copy of the documents that Remnant Publications, Inc. considered responsive to our subpoena? If not, I think that Attorney Charles Bappert might be happy to provide you with a copy.

The lightness of some pages suggests to me that you would be better served by obtaining a copy from him rather than from us.

Sincerely,

EX 799

Ex. P

From: [REDACTED]
Sent: Wednesday, May 06, 2009 8:53 AM
To: fran [REDACTED]
Subject: RE: Communication Re: 3ABN Tax investigation

Ms. *****: Your claim is still open.

[REDACTED]
[REDACTED]
IRS Whistleblower Office
Badge Number: [REDACTED]
[REDACTED]
[REDACTED]
Desk: [REDACTED]
FAX: [REDACTED]

From: Fran [REDACTED]
Sent: Tuesday, May 05, 2009 4:34 PM
To: [REDACTED]
Subject: Communication Re: 3ABN Tax investigation

Has anyone tried to communicate with me? Maybe my mail is lost or something? You did say I would hear negative or positive didn't you? It has been a long time.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,
ROBERT PICKLE,

Case No. 1:08-mc-0003

vs

Grand Rapids, Michigan
June 16, 2008
10:02 a.m.

REMNANT PUBLICATIONS, INC.,

Respondent.

HON. RICHARD A. ENSLEN

DEFENDANT'S MOTION TO COMPEL
BEFORE THE HONORABLE ELLEN S. CARMODY
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

In Pro Per: Mr. Robert Pickle (by phone)
1354 County Highway 21
Halstad, MN 56548
(218) 456-2568

In Pro Per: Mr. Gailon Arthur Joy (by phone)
P. O. Box 1425
Sterling, MA 10564
(978) 422-3525

For the Respondent: Mr. Charles R. Bappert
Biringner Hutchinson Lillis Bappert
& Angell, PC
100 W. Chicago Street
Coldwater, MI 49036
(517) 279-9745

1 MR. PICKLE: So that's where he is enriching himself
2 with revenue that's coming from a non-profit organization.

3 THE COURT: Have you sought this information from the
4 plaintiffs in this case?

5 MR. PICKLE: Well, as far as like the information,
6 specific information we're trying to get from Remnant, in that
7 particular case Three ABN doesn't have, based on what our sources
8 have said, Three ABN doesn't have the information because Danny
9 tried to hide this information from them.

10 Nick Miller, former board member of Three ABN, the
11 former general counsel, said that Danny was hiding this royalty
12 information from his own board.

13 THE COURT: All right.

14 I'm going to hear from Mr. Bappert now in terms of --
15 it seems to me, Mr. Bappert, this information, at least some of
16 it, is relevant. I guess I have no idea what quantity is
17 involved. I don't know how your client keeps their records.

18 You know, a lot of systems you could just plug in the
19 title of the book and bring up all the records and so I don't
20 know, one of your claims is it's overly burdensome and I just --
21 I'd like to hear more about that.

22 MR. BAPPERT: Your Honor, should I speak at this
23 microphone?

24 THE COURT: Yes, please.

25 And, Mr. Pickle and Mr. Joy, I should have told you

1 at the outset if there's anything that's said that you cannot
2 hear, please let us know that.

3 MR. PICKLE: Thank you, your Honor.

4 MR. BAPPERT: Your Honor, the relevance question is
5 still contained within the discovery rights which Mr. Pickle and
6 Mr. Joy have in terms of Mr. Shelton is a plaintiff in this
7 matter also.

8 And the answer to your question about whether they
9 had tried to get these materials from Three ABN not being
10 available is answered positively by they've been trying to get
11 these materials from Mr. Shelton himself.

12 And the court in Massachusetts has not addressed the
13 question of relevancy but has put in a protective order for the
14 governance of discovery claimed to be confidential and
15 proprietary as to the parties themselves and third parties which
16 would include Remnant --

17 THE COURT: Okay.

18 MR. BAPPERT: -- under the assumption that the
19 requested information would be put under seal and mailed to the
20 magistrate in Massachusetts for an evaluation presumably of this
21 relevance once the proper motion is made. And I believe Three
22 ABN and Mr. Shelton are making that motion on the grounds that
23 the matters are not relevant.

24 As to the responding to your question I believe that
25 the information that they're seeking from Remnant would be

1 where the case is venued to command documents be put under seal
2 in accordance or in compliance with an order that hasn't been
3 issued from a motion that hasn't even been filed yet.

4 So I would suggest that the Court here just order
5 these documents to be produced in terms of, you know, subject to
6 the confidentiality order that's already in place.

7 THE COURT: What objection do you have to that, Mr.
8 Bappert?

9 I mean, it seems to me, I mean, I don't have
10 obviously the background that the judge in Massachusetts would
11 have or plaintiff's counsel or the pro se defendants in terms of
12 what it is that -- it's my understanding though they're trying to
13 prove that truth is a defense to a defamation charge and they're
14 trying to prove that at least some if not all the things that
15 they said were actually true.

16 And it seems to me that this chain of money and where
17 it went and to whom may be highly relevant.

18 MR. BAPPERT: Your Honor, it's a fishing expedition
19 because they have made statements of fact, alleged statements of
20 facts, and not produced their own documentary evidence or
21 witnesses in support of such matters.

22 They're bloggers and I would argue that they do not
23 have an investigative journalist privilege. They're heavily with
24 innuendo, these matters are heavy with innuendo, and they haven't
25 come forward with their own facts. It's essentially like being

1 And they work cooperatively with each other for the disclosure of
2 -- or not disclosure but for the use of the same money, they go
3 after the same dollar.

4 THE COURT: That wouldn't be Remnant Publishing
5 though.

6 MR. BAPPERT: Well, are you saying that Remnant
7 Publications should give up anything that they have on Danny
8 Shelton?

9 THE COURT: Well, it sounds like it may be relevant
10 to their theories. I have no idea whether their theories are
11 true or have any legs. There's no way for me to determine that.

12 But it sounds to me like it may be relevant to the
13 theory, so what I'm trying to probe from you is two things
14 really. How burdensome really is this and, secondly, is there
15 information that you think would be confidential assuming it's
16 subject to the protective order that's already in place?

17 MR. BAPPERT: Yes, I do think it's confidential. I
18 mean, if it is subject to the protective order, fine, that --

19 THE COURT: Because, you know, Mr. Shelton, he
20 brought this lawsuit --

21 MR. BAPPERT: Yes.

22 THE COURT: -- so he, from my point of view, waives
23 at least a certain amount of confidentiality. I am loath to send
24 documents to another magistrate judge in-camera, and I don't even
25 know how many documents there are, you've referred to boxes.

1 MR. BAPPERT: Well, if they were allowed to come to
2 the warehouse where the storage is contained and rummage through
3 these things looking for Lord knows what, that would be, in my
4 opinion, burdensome and duplicative. They're seeking the same
5 information from Mr. Shelton himself.

6 THE COURT: But their whole theory is that Mr.
7 Shelton has not always been forthcoming. I have no idea whether
8 that's true or not. It may not be true.

9 MR. JOY: Your Honor?

10 THE COURT: Maybe he would be forthcoming --

11 MR. JOY: Your Honor?

12 THE COURT: -- but the theory is that he has not
13 always been. And so it seems to me that they are entitled to try
14 to seek verifying information or information that shows he's not
15 forthcoming from other sources.

16 MR. JOY: Your Honor?

17 MR. BAPPERT: Your Honor, I could assemble Shelton
18 references documents and put them in an envelope and I would ask
19 the Court that that envelope be sent to Massachusetts for this
20 very determination. That is the case. That's where the case is
21 being handled, and presumably that's what the purposes of the
22 protective order are.

23 THE COURT: How many documents do you think -- you
24 know, I'm confused here because as I understand it there's a
25 protective order in place but plaintiffs have not yet moved for

1 Broadcasting Network and Danny Shelton.

2 Mr. Pickle and Mr. Joy, that would be without
3 prejudice to your following up with another subpoena if you turn
4 up anything.

5 MR. PICKLE: Now, your Honor --

6 THE COURT: And I'm going to order that those be
7 submitted to the magistrate judge in Massachusetts with a motion
8 by your client that they be reviewed in-camera.

9 MR. BAPPERT: I want to make this clear, of course,
10 Three Angels Broadcasting. Any relationships with Remnant?

11 THE COURT: Right.

12 MR. BAPPERT: And anything with Danny Shelton?

13 THE COURT: Correct.

14 MR. BAPPERT: And it should be put in a box that's
15 sealed and sent to Massachusetts.

16 THE COURT: With a motion to the court in
17 Massachusetts for in-camera review if you believe that -- if you
18 truly believe it's not relevant or it contains confidential
19 information. I have a hard time seeing how those two entities,
20 at least, who have chosen to sue these defendants --

21 And, incidentally, Mr. Joy and Mr. Pickle, the only
22 reason I allowed you to appear by phone is that you did not
23 choose to be in this lawsuit so it seemed somewhat unfair to me
24 for you to have to come all the way out here.

25 But I'm going to start there and if you think you

1 MR. BAPPERT: I'd be happy to mail it up -- send it
2 to the magistrate with the motion.

3 THE COURT: But make sure you bring a motion, too,
4 for in-camera review.

5 MR. BAPPERT: The plaintiffs will.

6 THE COURT: Because I don't want to act like I'm
7 deciding what the magistrate judge --

8 MR. BAPPERT: I understand.

9 THE COURT: -- in Massachusetts needs to do.

10 MR. BAPPERT: And I assume the motion in-camera would
11 be for its appropriate relevance and --

12 THE COURT: Relevance, yes.

13 MR. BAPPERT: -- suitability for discovery.

14 THE COURT: Well, and if you think you have grounds.
15 It's hard for me to see how any documents that a publishing house
16 had with two plaintiffs who have chosen to bring a lawsuit would
17 not be relevant or it would be so proprietary that they would be
18 subject to protection.

19 MR. BAPPERT: Thank you.

20 THE COURT: Anything further, Mr. Joy or Mr. Pickle?

21 MR. JOY: I guess we have to live with that. I think
22 we'll end up coming back for more.

23 THE COURT: I can't hear you.

24 MR. JOY: I said I believe we'll end up coming back
25 for more.

1 THE COURT: Well, we'll have to see about that but
2 I'm going to take it one step at a time. And you could be liable
3 for the costs involved so you may want to give that consideration
4 as well.

5 MR. PICKLE: Well, we were going to handle all the
6 costs by doing all the copying, handling, all that ourselves.

7 THE COURT: Well, he can make, if you want to come
8 out here and you want to corral those documents, Mr. Bappert, and
9 have them review them here, that's fine. If they've offered to
10 do that I would make that offer in writing, gentlemen.

11 MR. PICKLE: One thing, your Honor, there is a
12 confidentiality order in place and, you know, Mr. Bappert said in
13 his pleading that, you know, that there needs to be something in
14 place that keeps this information from being, you know,
15 publicized. There's already that in place.

16 THE COURT: Well, Mr. Pickle, I'm at a disadvantage
17 here because I'm not working on this underlying lawsuit and it's
18 very difficult. Mr. Bappert has challenged the relevance and
19 I've already made clear to him it's very difficult for me to see
20 how they would not be relevant. But if he wants to have the
21 magistrate judge in Massachusetts make that determination I'm
22 just allowing him to go through that effort. If it were me and
23 if I were reviewing these documents and based on what you've told
24 me I would say, yes, they are relevant.

25 MR. JOY: But, your Honor, there's a major issue

1 here. There is currently no relevancy motion pending and we have
2 responded to the issue of relevance in the response.

3 THE COURT: I've already told you I think they are
4 relevant. I've already told Mr. Bappert that.

5 MR. BAPPERT: Your Honor, may I --

6 THE COURT: I don't know why he would want to go to
7 the magistrate judge in Massachusetts for documents that seem to
8 me to be clearly relevant, but if he wants to try to do that I'm
9 going to allow him to do it.

10 MR. JOY: But, your Honor, there's a growing time
11 issue here and the fact is that we have experts that need access
12 to these documents to tie these issues together and that's a
13 major issue here.

14 THE COURT: Well, you're going to have to apply to
15 the magistrate judge in Massachusetts then for an extension of
16 time. If you think there's been obstructionism going on here you
17 should --

18 MR. JOY: Well, we've already done that, your Honor,
19 but the problem is that, you know, the more time we ask for the
20 more obstruction they, you know, they threw up the
21 confidentiality, now they're challenging relevance. There's no
22 question that this stuff is relevant.

23 THE COURT: All right. Well, you may not agree with
24 my decision but that is my decision. I think the subpoena is
25 very broad and you're telling me it's not because all of these

1 corporations are interrelated. I have no way of verifying that
2 or knowing that so I'm going to let you take it a step at a time.

3 MR. BAPPERT: Your Honor, may I send this sealed
4 package to the plaintiffs who will be making the motion or should
5 I send it to Massachusetts?

6 THE COURT: I would rather you send it directly to
7 Massachusetts.

8 MR. BAPPERT: I will do that.

9 THE COURT: Anything further, gentlemen?

10 MR. PICKLE: I can't think of anything, your Honor.

11 THE COURT: All right. Well, so I'm going to grant
12 your motion insofar as it relates to documents concerning either
13 of the plaintiffs in your underlying lawsuit with the proviso
14 that Mr. Bappert may send those to the Massachusetts court and
15 ask for review. I can't imagine that they're not relevant. I've
16 already made that clear to him. All right.

17 MR. PICKLE: Okay.

18 THE COURT: Good day to you, gentlemen.

19 MR. BAPPERT: Thank you.

20 THE COURT: Good day, Mr. Bappert.

21 MR. PICKLE: Thank you, your Honor.

22 (At 10:34 a.m., proceedings adjourned)

23

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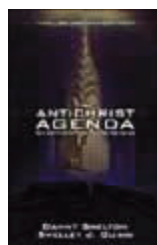
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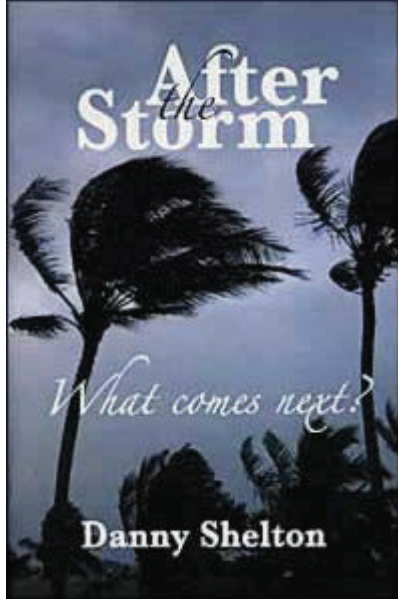
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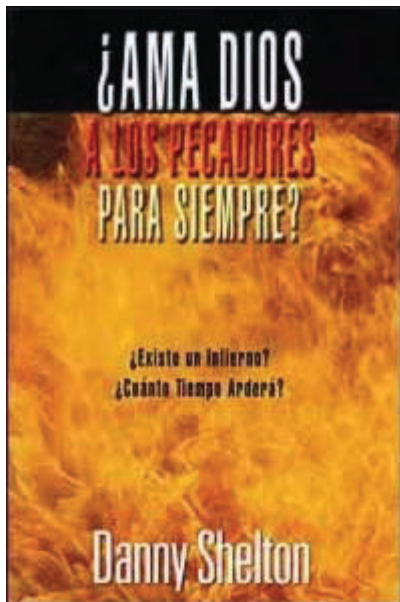
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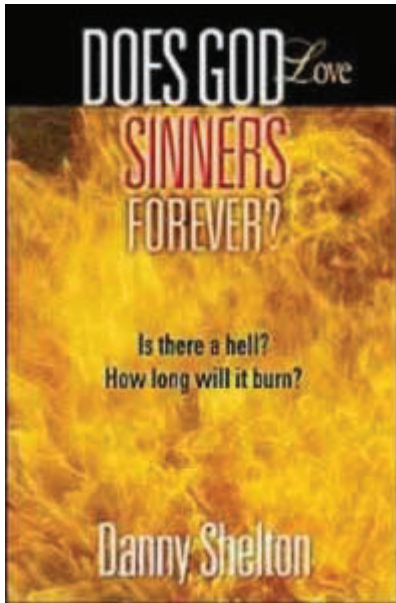
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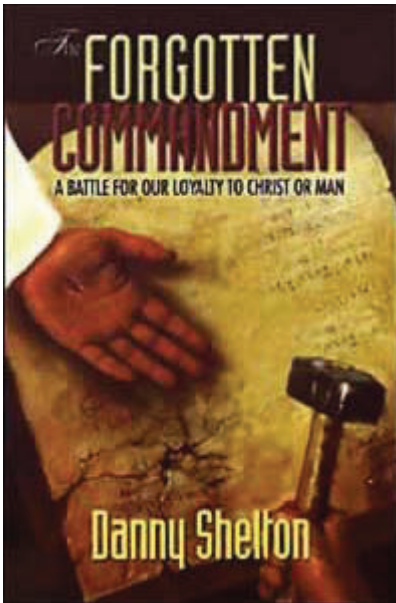
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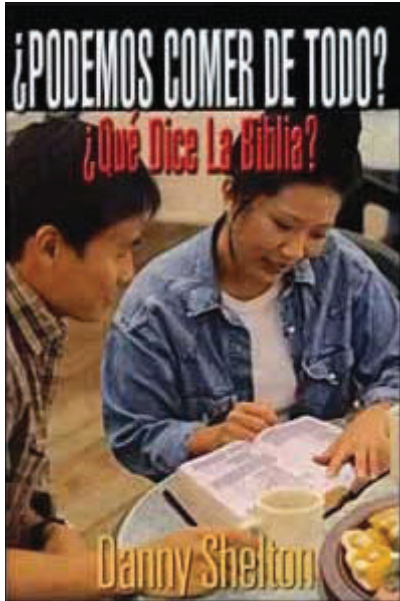
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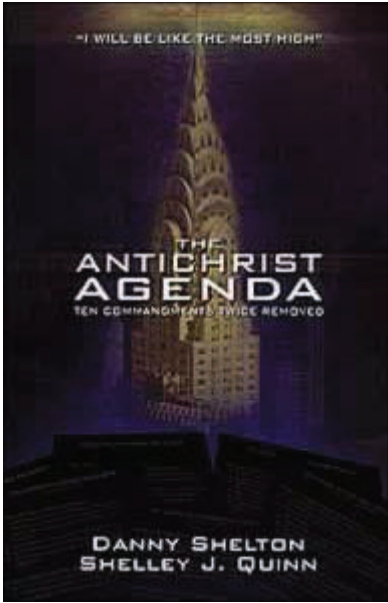
3ABN began in 1984 when Danny Shelton was impressed by the Lord to build this television network. Danny declares "where God guides, He provides," and this is demonstrated in the miraculous development of this worldwide ministry.

Today, surrounded by the rolling farmland of Southern Illinois, 3ABN beams its television and radio signals to every inhabited continent of the world via satellite, and is broadcast on over 100 television stations in North America alone. Many cable stations, as well as hospitals, prisons, and retirement centers, also rebroadcast 3ABN programming. 3ABN is also available on Dominion Sky Angel and 3ABN's own digital dish system.



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The Antichrist Agenda: Ten Commandments Twice Removed

Danny Shelton & Shelley J. Quinn

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This compelling book will move you beyond prophetic theory and popular fiction—back to the Bible where all answers are provided. The authors present a careful study and faithful interpretation of prophecy that agrees with the early Christian Church fathers.

Drawing on the Bible only, they identify the antichrist power and the agenda that has succeeded in pointing the finger of prophecy away from the real mark of the beast. So, too, is the truth of Christ’s Second Coming unveiled from Scripture.

This book will help every Christian experience the inner peace of Christ-in assurance of His truth—as they face the forces of evil in earth’s final battle.



Danny Shelton

Danny is the President and founder of Three Angels Broadcasting network (3ABN), a 24-hour-a-day Christian television and radio network with a mission to reach the world with the gospel of Jesus

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6. The Lord's Day
7. Made for Man
8. It's No Secret-Catholic Church Claims the Change
9. Celebrating Our Sanctification



A backlash of attention to the Ten Commandments—unleashed by recent U.S. court rulings—rallied Christians in defense of its public display. Amid the crescendo of concern, a lone voice view for attention, "If you love Me, Keep My commandments" (John 14:15).

Is our defense of the Ten Commandments triggered simply by a sentimental interest of Christian culture? Is it possible the church stands before God as guilty as our government for discarding the Decalogue?

With unflinching conviction, the authors join their voices with great Christian leaders like Billy Graham, K.L. Moody, John Wesley, and Charles Spurgeon to trumpet the truth—God never revoked His Ten Commandments!

This book answers critical questions with compelling clarity and Bible evidence. Did the Ten Commandments exist before Mt. Sinai? Were they nailed to the cross? How do we demystify Paul's writing about the Law? Does man have authority to change God's Law?

Danny Shelton, founder of Three Angels Broadcasting Network, has also authored several books and has been hosting programs on 3ABN for 25 years.

Shelley Quinn is a Bible teacher, seminar speaker and author of the book *Exalting His Word* among others. She hosts a variety of programs on 3ABN, where she also serves as program development manager.

ISBN: 978-1-883012-40-3

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[Los Diez Mandamientos Dos Veces Eliminados](#)

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Un contragolpe de atención ha surgido sobre Los Diez Mandamientos debido a la legislación de leyes—esto ha provocado que los cristianos se unan para que se exhiban públicamente. A medida que la preocupación aumenta, una voz solitario pide la atención, “Si me amás, guardad mis mandamientos” (Juan 14:15).

¿Acaso nuestra defensa por Los Diez Mandamientos se debe a un interés sentimental en la cultura del cristianismo? ¿Será posible que la Iglesia se siente tan culpable frente a Dios como nuestro gobierno por descartar el Decálogo?

¡Con una convicción sin vacilación, los autores unen sus voces con otros grandes líderes religiosos como Billy Graham, D. L. Moody, John Wesley, y Charles Spurgeon, para tocar la trompeta de la verdad—Dios nunca revocó Sus Diez Mandamientos!

Este libro contesta preguntas críticas con una claridad convincente y con evidencias Bíblicas. ¿Existieron Los Diez Mandamientos antes de Sináí? ¿Fueron clavados en la cruz? ¿Cómo podemos aclarar el misterio de la ley según los escritos de Pablo? ¿Tiene el hombre la autoridad para cambiar la ley de Dios?

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By Danny Shelton

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10. Run-Don't Walk-Toward the Trumpet
11. The Four "L"s behind the Distractions
12. Victory in Jesus
13. Getting Out of the Stall
14. The Deadly Tongue

We are in a battle! This is a fierce, no-holds-barred battle for life or death. In fact, this great battle is for eternal life or death. This all out war, one that has been raging for thousands of years, is almost finished. Praise God! But before it can come to an end, a few things must and will take place.

Jesus speaks about wars and rumors of wars, famine, earthquakes, and more as warning signs that His coming is near. He also refers to the persecution that God's people will endure.

One of those types of persecution is GOSSIP. God will have a people that overcome this terrible malignant sin. This gross sin is so terrible in God's view that Satan and a third of the heavenly angels were banished-kicked out-from God's kingdom forever.

The church should have had this killer cancer surgically removed by now, showing the world, by example, that God will not tolerate this character defect of making others look worse than ourselves. Satan is the chief instigator and the original author of GOSSIP among God's people.

The Church Rumor Mill, by Danny Shelton, provides firsthand experience of how he and other-in the name of God-can so easily be caught in this deceitful, life-killing trap. As an honest, up-front disclosure of this almost overpowering and degrading sin, you will find the solution to overcome it among these pages.

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This compelling book will move you beyond prophetic theory and popular fiction . . . back to the Bible where all answers are provided. The authors present a careful study and faithful interpretation of prophecy that agrees with the early Christian Church fathers.

Drawing on the Bible only, they identify the antichrist power and the agenda that has succeeded in pointing the finger of prophecy away from the real mark of the beast. So, too, is the truth of Christ's Second Coming unveiled from Scripture.

This book will help every Christian experience the inner peace of Christ, in assurance of His truth, as they face the forces of evil in earth's final battle.

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Pickle

Posted 23 September 2007 - 08:36 AM

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I've got the Winter & Summer 2000, Summer 2002, and 2006 issues of Catch the Vision, and am looking for any other issues that exist.

Thanks.

Daryl Fawcett

Posted 15 January 2008 - 11:31 AM

Are you still looking for these?
In His Love, Mercy, and Grace!

Daryl Fawcett
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Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
 - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
 - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
 - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
 - (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

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Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.


(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

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SERVED BY (PRINT NAME) Corwin Fish	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE 12/10/07	SIGNATURE OF SERVER 
		ADDRESS OF SERVER 19752 250 th St SE Brooks, MN 56715

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
 - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
 - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
 - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
 - (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA:

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT: Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

PROOF OF SERVICE

	DATE		PLACE
SERVED	12-11-07	Century Bank 100 W. Chicago St Coldwater, MI 49036	
Karen Kinsey		Personal	
SERVED ON (PRINT NAME)		MANNER OF SERVICE	
Deputy Dore Cutcher		Deputy Sheriff	
SERVED BY (PRINT NAME)		TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

12-11-07

DATE



SIGNATURE OF SERVER

ADDRESS OF SERVER

Branch Co. Sheriff DANE CUTCHER
580 N. Marshall Rd
Coldwater, MI 49036

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(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
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(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

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

Ex. L

8/16/2008 PROOF OF SERVICE MidCountry Bank

DATE PLACE

SERVED

Ann Queen
SERVED ON (PRINT NAME)

Personal
MANNER OF SERVICE

Charity Anne Nelson
SERVED BY (PRINT NAME)

Server
TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on 8/03/2008
DATE

Charity Nelson
SIGNATURE OF SERVER

8010 Eden Road, Eden Prairie MN,
ADDRESS OF SERVER 55344

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Ex. M

Subject: Subpoena attached
From: Bob
Date: Wed, 12 Dec 2007 11:26:11 -0600
To: Joel Noble

Hi Joel.

Attached is what we have. Let me know if you or your attorney have any questions, or whether there will be any problem with your accepting service.

Bob

community church of God subpoena (final).pdf	Content-Type: application/unknown Content-Encoding: base64
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JOHN P. PUCCI
Fierst, Pucci & Kane LLP
64 Gothic Street
Northampton, MA 01060
Tel: (413) 584-8067
E-mail: Pucci@FierstPucci.com

Legal Experience:

- 1994-present **Fierst, Pucci & Kane LLP, Litigation Partner**
My practice encompasses complex litigation of all kinds in both federal and state court. Over the years I have acquired particular expertise in the areas of commercial and employment litigation, white-collar criminal practice and complicated tort actions. I have successfully represented clients in such matters in Massachusetts, Connecticut, Vermont, Wisconsin, Pennsylvania and Florida.
- 1990-1994 **Chief, Springfield Branch, United States Attorney's Office for the District of Massachusetts**
As Chief of this Office, I supervised all civil and criminal cases and managed its relationship with the IRS, FBI and other federal, state and local agencies. In addition, I carried a full caseload consisting primarily of investigations, trials and appeals of tax, health care and bank fraud matters. In this period, I tried to verdict a variety of cases, and argued before the First Circuit Court of Appeals on several occasions.
- 1984-1990 **Assistant United States Attorney, United States Attorney's Office, Philadelphia, Pennsylvania**
As an Assistant United States Attorney in Philadelphia, I prosecuted a multitude of criminal cases varying from the simplest of tax and drug matters to the largest fraud and public corruption cases litigated by the Office. I personally handled all aspects of these cases, including: supervision of grand jury investigations; complex motions practice; and jury trials. I also briefed and successfully argued numerous cases before the Third Circuit Court of Appeals.
- 1980-1984 **Ballard, Spahr, Andrews & Ingersoll, Associate, Litigation Department**
As an associate in the civil litigation department of this large Philadelphia law firm, I appeared frequently in the state and federal courts in Pennsylvania. Altogether I tried to verdict, alone or as part of a team, eleven civil cases.

Education:

- Boston College Law School, J.D., 1980**
Cum Laude
- University of Vermont, B.A., English, 1975**
Cum Laude
Phi Beta Kappa

Licenses:

Commonwealth of Massachusetts, United States Supreme Court, First Circuit Court of Appeals, Federal District Court for the District of Massachusetts, Federal District Court for the District of Connecticut

Honors/Awards: In 2002, I was inducted as a Fellow into the American College of Trial Lawyers. Fellowship in the College is extended by invitation only to experienced trial lawyers whose careers have been marked by the highest standards of ethical conduct and professionalism. Membership in the College is limited to one percent of the total lawyer population of any state. From 2004-2009, I served on the College's Massachusetts State Committee, which is responsible for investigating and proposing candidates for induction.

In 2005-2009, I was named by Boston Magazine as a Massachusetts Super Lawyer, an honor bestowed upon only five percent of Massachusetts lawyers. In 2007 and 2008, I was named one of the top 100 lawyers in Massachusetts by Boston Magazine.

In 2005-2009, I was selected by my peers for inclusion in The Best Lawyers in America.

Martindale-Hubbell Rating: AV[®] Peer Review Rated (1995-present).

In 1991, I received from Attorney General Richard Thornburgh the Distinguished Service Award of the Department of Justice, which is the Department's top award for trial work and is conferred on only a handful of federal prosecutors across the country each year.

In 1987, John Simpson, Director of the United States Secret Service, conferred upon me the Director's Commendation.

Memberships:

American College of Trial Lawyers
American Bar Association, Civil Litigation Section
Hampden and Hampshire County Bar Associations
Member, Criminal Justice Act Governing Board, Federal District Court for the District of Massachusetts (1997 to present)
Member, Senator Kennedy's Committee to Screen and Recommend Applicants for United States Attorney, United States Marshall and for a Federal Court Judgeship (2009)
Member, Federal Court Committee to Investigate Qualifications of Federal Magistrates for Reappointment (2006)
Board of Directors, Hampshire County Bar Advocates, Inc.

Teaching:

Over the years, I have taught a number of Massachusetts Continuing Legal Education seminars on various aspects of civil and criminal litigation, including:
Writing for the Courts: Techniques & Strategies, 2006
Challenging Evidentiary Issues, 2005
Writing for the Courts, 2005
Employment Law Basics, 2004
Handling Depositions with Confidence, 2003
Litigating Trade Secrets and Agreements Not to Compete, 1997

New MJ named for Rhode Island

PROVIDENCE, R.I. — If Lincoln D. Almond, Rhode Island's newest U.S. magistrate judge, needed any inspiration for a career in public service, he did not have to look beyond the family home.

His father (of the same name) served as governor of the Ocean State from 1995-2003 and, before that, as U.S. attorney for the District of Rhode Island.

"My father set an example for me — that public service is a privilege and is to be served with the highest professional and ethical standards," the younger Almond said in a recent interview.



LINCOLN D. ALMOND
'Public service ... a privilege'

Eagerly anticipating his own career in federal public service, Almond described his judicial appointment as "a tremendous honor for me to join such a fine court [and] to join the federal court family."

Almond, 41, replaces Robert W. Lovegreen, 65, who retired Sept. 1 after nearly 12 years as one of the district's two full-time magistrates. *Photo: David T. Martin*

USDC/Mass. judge second to preside in Worcester

Continued from Page 1
last fall as saying that "the court needs greater gender and racial diversity, and I hope that future nominations will address this concern."

But it was approbation, not reservations, that Saylor heard on June 2, the day after the Senate confirmed his judicial nomination by a vote of 89-0. Joseph D. Early Jr., president of the Worcester County Bar Association, said in the Worcester Telegram & Gazette that day: "We're going to get behind Judge Saylor in any way that we can. ... We're sure he's going to do a great job."

In an early-summer interview with The Short Circuit, Saylor, between observing trial proceedings in Gorton's session in Boston and preparing to take on Gorton's and his own caseload in Worcester, took time out to talk about the challenges of his new job and the experience he brings to it.

He was anticipating that his task would be made easier by the acceptance Gorton gained among local lawyers during his years in the central section, which handles cases involving parties in Worcester

County. "Having Judge Gorton go before me is a real benefit," Saylor said. He also was looking forward to working with U.S. Magistrate Judge Charles B. Swartwood III, who sits in Worcester. "Judge Swartwood has an outstanding reputation among the members of the local bar," he said.

A graduate of Northwestern University, where he earned a degree in journalism, and Harvard Law School, Saylor began his legal career as an associate for six years at the Boston law firm of Goodwin Procter. In 1987, he moved into the public sector as an assistant U.S. attorney in Massachusetts. In 1990, he relocated to Washington to become chief of staff to Robert S. Mueller III, then assistant attorney general in the criminal division of the U.S. Department of Justice and now director of the FBI. Three years later, he was back in Boston, this time as a partner at Goodwin Procter in the firm's litigation department.

As a former prosecutor, civil litigator and criminal defense attorney, Saylor has worked both sides of the courtroom aisle. As a new judge, he concedes that the view from the

bench is vastly different from what an attorney observes from counsel's table. "I haven't judged any cases yet," he noted, "but things that looked so simple when I was an advocate suddenly don't seem so simple to me as a judge."

No stranger to the federal trial and appellate courts in Boston, he said, "I have tried cases in front of most of the U.S. District Court judges in this district, and I have argued cases before the Court of Appeals."

Asked if his undergraduate education in journalism would be of any value to him as a judge, Saylor did not discount that possibility. "I always prided myself on being a fairly clear writer, and studying journalism certainly contributed to that," he said.

Might his journalism studies also contribute to a reputation for evenhandedness? In response, Saylor said he views his experience in prosecution and defense work as more of a factor in what he hopes, in any event, will be "a balanced approach to the bench."

Clerk/MJ in Maine logs three decades of service

Continued from Page 1

of a court clerk's trade 30 years ago. "All that has changed — for the better."

Decentralization within the federal judiciary as a whole has been another improvement, "especially in the area of budget," he said. "It has given each local court unit the opportunity to manage resources effectively."

Thirdly, the role of the court unit executive has evolved, with that person "being recognized as a manager with a vision and a leadership role."



only two full-time clerks of court nationwide to also serve in a judicial capacity. When he took on that assignment, he remembers, "there were eight or 10 clerk/magistrates in the federal system. The thinking then was it would be efficient to have someone in the building if there was an arrest or a need for a search warrant, or for other reasons."

This clerk of court acknowledged having to perform the duties of a magistrate judge several times a week. *Photo: [unreadable]*



Rhode Island news

Urciuoli kept his job despite his expenses

An outside lawyer told the board of the Roger Williams Medical Center that its CEO, Robert A. Urciuoli, had billed the hospital for golf trips, family dinners and stays in luxury hotels.

01:00 AM EST on Sunday, January 1, 2006

BY MIKE STANTON
Journal Staff Writer

Seven years ago, the trustees of Roger Williams Medical Center faced a pivotal decision: whether to fire their longtime president, Robert A. Urciuoli, for abusing his expense account.

An internal review had discovered thousands of dollars of inappropriate or "highly questionable" expenses, including golf trips and family dinners and stays in luxurious hotels such as The Breakers in Palm Beach, Fla.

In addition, the review commissioned by trustees advised that Urciuoli "may have committed a serious fraud upon the hospital" when he billed \$5,998 for an eight-day sojourn to the Scottsdale Princess Resort in Arizona. He reported that he had attended a health-care conference -- but there was no conference.

Urciuoli conceded that there was no Arizona conference, but called it an honest mistake, compounded by "a bad error in judgment."

The Boston law firm hired to conduct the review rejected Urciuoli's explanation that some of the expenses were submitted by mistake, and laid out a host of criminal charges that had been lodged against other hospital executives for fraudulent cost reports, including attempted larceny and tax evasion.

The review, led by an ex-federal prosecutor, F. Dennis Saylor IV, urged the hospital's trustees to decide whether any "personnel action" should be taken regarding Urciuoli.

The hospital's trustees chose to keep Urciuoli, a decision that reverberates today.

Urciuoli and Roger Williams Medical Center, according to their lawyers, face possible indictment in a State House influence-peddling investigation of a former Rhode Island senator, John A. Celona.

It was Urciuoli who pressed reluctant hospital officials to hire Celona earlier in 1998, and who allegedly used Celona as an illicit State House fixer through 2003.

A federal grand jury, which has been looking into the case since the summer, is expected to reach a decision soon, lawyers for the hospital and Urciuoli say.

Federal guidelines say that prosecutors, in deciding whether to charge a corporation -- but not an individual -- may consider past conduct, including other criminal or civil actions.

"A corporation, like a natural person, is expected to learn from its mistakes," says a U.S. Department of Justice memo concerning corporate investigations.

When the board voted to keep Urciuoli, he agreed to repay \$16,000 in questionable expenses. Later, he reached a civil settlement with the Rhode Island attorney general in which he admitted he had been wrong and reimbursed the hospital \$85,000 for the cost of its internal investigation.

The hospital told the attorney general that it did not want to pursue criminal charges against Urciuoli.

An official from the attorney general's office says that the decision by the hospital's board not to fire Urciuoli made it more difficult to pursue a criminal investigation.

"It's awkward to charge someone with criminally defrauding the hospital when the hospital doesn't want to say it was defrauded," said Gerald Coyne, the deputy attorney general. "If they had fired him, it would have been easier to show that the hospital was the victim."

'Serious violations discovered'

In 1998, Philip O'Dowd, a doctor at Roger Williams Medical Center, was elected president of the medical staff and assumed a seat on the hospital's board of trustees.

As the medical staff's representative to the board, O'Dowd began to receive complaints from hospital employees regarding Urciuoli.

The employees complained that Urciuoli had charged personal expenses to the hospital, steered hospital contracts to friends, and improperly borrowed more than \$40,000 from the hospital against unused vacation time.

In January or February, according to a letter that O'Dowd wrote to his lawyer, summarizing the case, he went to Urciuoli seeking "clarification" of the allegations.

O'Dowd wrote that Urciuoli denied any wrongdoing. Then O'Dowd took his concerns to the board's executive committee.

On May 15, the executive committee hired Dennis Saylor, a partner in the Boston law firm Goodwin Procter and Hoar, to review the allegations.

On July 2, Saylor delivered an 87-page report summarizing his findings. The Providence Sunday Journal recently obtained a copy of that report.

The executive committee that received the report consisted of men who were leaders in Rhode Island business and politics.

Herbert Cummings, the chairman, was prominent in charitable endeavors and the retired president of Citizens Bank in Rhode Island. He also chaired the state airport authority, appointed by then-Gov. Lincoln

Almond.

Richard A. Licht was a former Rhode Island lieutenant governor, and a prominent lawyer.

Raymond Mancini ran a family business, Rhode Island Distributing, one of the state's biggest liquor distributors.

Edward C. Arditte was an executive at Textron.

Bradford Gorham was a lawyer, former state legislator and chairman of the Rhode Island Republican Party.

Raymond Murphy was an accountant with the Providence firm of Sullivan & Co.

O'Dowd wrote that he spoke to Cummings and Mancini. Both "stated that there were serious violations discovered and they would respond appropriately after time to digest the full report."

O'Dowd wrote that Gorham told him that the report had "sickened" him and ruined his Fourth of July holiday weekend.

"Why are you in a Lexus?"

The Saylor investigation focused on Urciuoli's style. As president of Roger Williams Medical Center since 1988, Bob Urciuoli was well-known in Rhode Island's political, business and social circles.

He was childhood friends with Joseph DeAngelis, the speaker of the Rhode Island House in the late 1980s and early 1990s. He became friends with DeAngelis' law partner and hospital trustee, Richard Licht, the former lieutenant governor, who represented Urciuoli's wife's family's real-estate interests. He was appointed by Governor Almond to the state Board of Higher Education. In 1997, he married Donna Paolino, the sister of former Providence mayor Joseph Paolino.

He won numerous community service awards and sat on several boards: the American Heart Association, the Rhode Island Kidney Foundation, Leadership R.I.

In 1998, he was paid \$576,000, including a one-time pension benefit of \$169,000. He and his wife renovated an East Side mansion, and honeymooned in Italy. He ate in fine restaurants and attended charity galas.

He belonged to private clubs, his bills there paid by the hospital: over the two-plus years examined by Saylor -- \$9,870 for the Aurora Club, \$7,787 for the University Club, \$5,620 for the Metacomet Country Club.

Nuala Pell, a former hospital trustee and the wife of former U.S. Sen. Claiborne Pell, said that Urciuoli was an efficient administrator, but she considered him too flashy.

"He bought the most expensive car," she recalled. "Our first meeting, I asked him, 'Why are you in a Lexus?' He replied, 'Why not?' He said that he needed that car."

Urciuoli told Saylor that it was part of his job to network -- at charitable functions, in fine restaurants, on the golf course. He was the hospital's public face, raising money for a nonprofit institution so that it could serve the community and the poor.

But many Roger Williams Medical Center employees told Saylor that they felt Urciuoli's expenses were "unduly extravagant," and that his "social schedule caused him to be frequently and unnecessarily absent from his duties."

They felt that "the business of the hospital and the morale of the employees suffered accordingly."

Saylor, in his report, cautioned that the public was sensitive to the "appearance or reality of inappropriate extravagance or luxury" at nonprofit institutions.

Urciuoli's employment contract permitted him to attend professional and educational meetings in the hospital's "best interest" and to incur "reasonable" expenses. But Saylor said that Urciuoli had gone too far.

"We have concluded that Mr. Urciuoli inappropriately used hospital funds for extended stays at resort hotels that should have been properly treated as personal vacations," the report said.

At least four times over the previous two winters, the report said, Urciuoli had traveled to a warm-weather resort for a conference or seminar. His wife accompanied him each time, and they stayed longer than the conference. Urciuoli never took any vacation days.

Saylor wrote that Urciuoli charged "substantial amounts to the hospital, including personal and family expenses."

In February 1997, Urciuoli spent 10 days at The Breakers in Palm Beach, Fla., with his then-fiancée, Donna Paolino. He attended a four-day leadership conference, and stayed at the hotel six extra days, all of which were charged to the hospital. The total cost of the trip was \$7,232.

Urciuoli told Saylor's team that he paid for his fiancée's plane ticket with his own money. Saylor concluded that her "meals and incidental expenses" were paid by the hospital.

Urciuoli said the extra travel days were needed, in part, to "settle in" after a "long flight." He said that he spent the extra time in Palm Beach "networking" with other CEOs who also stayed longer, and that he received faxes and conducted hospital business from the hotel.

He told Saylor that it was appropriate for his fiancée, or wife, to travel with him at hospital expense because her role was "significant to me and to the hospital." She was an "excellent corporate wife" -- cultivating potential hospital donors and "networking" in the business community.

Besides, he said, other executives brought their wives.

'When I arrived, I found out there was no conference'

Saylor disagreed. He wrote that it was not common, in his experience, for corporate spouses to travel at company expense. It was "difficult" to justify "a spouse's presence at an out-of-state resort hotel for long periods of time . . . as a legitimate corporate expense."

The following February, Urciuoli returned to The Breakers for the same four-day conference, with Paolino, who was then his wife, staying seven days. The total cost to the hospital: \$6,535.

Over two months in the winter of 1997, Saylor reported, Urciuoli submitted expenses from his 10-day stay in Palm Beach, Fla., for the conference; a 4-day golf trip to Hammock Dunes in Palm Coast, Fla.;

and an 8-day trip to Scottsdale, Ariz.

The Arizona trip proved more troubling to Saylor. Urciuoli stayed with his fiancée at the Scottsdale Princess Resort, and charged the hospital \$5,998, saying that he attended a conference, "Health Care Issues of the '90s."

When Saylor's investigators contacted the Scottsdale Princess to check the dates of the conference, "to our surprise, we were advised by the hotel that no such conference took place."

"If no such conference existed," Saylor wrote, "Mr. Urciuoli may have committed a serious fraud upon the hospital."

Paolino's daughters also made the trip. Urciuoli told Saylor that he used his frequent-flier miles to pay for their plane tickets and that he paid for their hotel room and their meals, all of which were charged to their room.

But Saylor found just one room-service charge to the girls' room, for \$23. He concluded "that the hospital paid for all other meals of the children during the trip." Urciuoli disputed that, saying that he put the daughters' meals on his personal credit card.

Urciuoli, in a written response to Saylor, said that he had been so consumed by his efforts to secure a merger with Columbia/HCA that when he booked the Scottsdale trip, he "believed" that there was a conference.

"When I arrived, I found out there was no conference," he wrote. "I decided to make the best of the situation, however, and did not want to disappoint my family by canceling the trip and heading home."

Instead, he said, he worked from his hotel room the entire stay.

In retrospect, he wrote Saylor, "I clearly made a bad error in judgment" by charging the trip to his corporate credit card.

Overall, Saylor wrote that the amount of money "charged to the hospital for the travel expenses of Urciuoli's wife and stepchildren cannot be stated precisely, but appears to be substantial."

'Informal presentations in the clubhouse'

Saylor looked at several golf trips that Urciuoli had taken over the previous 2 1/2 years, primarily to Florida.

As winter approached, the report said, "Mr. Urciuoli would telephone golf resorts in warm climates around the U.S. to inquire if they had any health care related conferences scheduled."

The report said that his golf companions included Joseph DeAngelis; Ted Almon, another friend and president of a hospital-supply company that has long done business with Roger Williams Medical Center; and executives from other Rhode Island hospitals.

Almon and Francis Deitz, president of Memorial Hospital in Pawtucket, told The Journal recently that they travel to Florida regularly with Urciuoli and James McGuirk, the hospital's lawyer, to golf. They said that they do discuss business -- including "informal presentations in the clubhouse at Hammock Dunes," says Almon -- but that they paid their own way.

After one such trip, the Saylor report notes, Almon sent Urciuoli a letter requesting reimbursement for golf and other expenses at Hammock Dunes as the "3rd Annual Rhode Island Health Care Strategic Planning Forum."

The total charge to the hospital was \$440, including a \$79 restaurant bill at Salt Water Cowboys.

"Mr. Urciuoli has justified these travel expenses as 'strategic planning sessions' and necessary for business," Saylor wrote. "He stated that golf was only 'incidental' to these meetings and that a great deal of work was accomplished in these sessions."

Saylor rejected Urciuoli's argument.

"While it is no doubt true that some degree of 'networking' occurs on such occasions, most, if not all, the participants in his out-of-state golf trips are from Providence and are well known to Mr. Urciuoli," Saylor wrote.

"Almost without exception, it is difficult to view these trips as anything but personal vacation, which should not have been charged to the hospital and which should have been charged to Mr. Urciuoli's vacation time."

Saylor also looked at a side trip that Urciuoli made to an exclusive New Jersey golf course while he was in Philadelphia for a physicians' conference. Urciuoli described the golf outing to the Pine Valley Country Club, in Clementon, N.J., as a chance to escape the "stress and strain" of his position.

Saylor also mentioned Urciuoli's trip to the 1997 Super Bowl in New Orleans, when the New England Patriots played the Green Bay Packers. Urciuoli charged some meals and his \$984 plane fare to the hospital, but not his hotel.

He reported that he discussed a possible merger with the chief executive of Columbia/HCA and two Providence lawyers who represented the hospital, including former Gov. Phil Noel. He also lobbied then-Providence Mayor Vincent A. Cianci Jr., who was also in New Orleans trying to woo the Patriots to Providence, to support the Columbia/HCA merger.

Urciuoli, wrote Saylor, said that he "spent a lot of quality time with the Mayor."

'The extended Paolino family'

Saylor and his team documented at least \$4,300 in personal meal and entertainment expenses, including \$2,850 for family dinners.

For example, the autumn prior to the investigation, Urciuoli had charged the hospital \$568 for a dinner meeting at the Capital Grille in Chestnut Hill, Mass., with Boston University medical staff, to discuss affiliating with Roger Williams.

But the dinner was with his fiancée's daughter, a freshman at Boston College, other family members, and a BC priest.

Urciuoli acknowledged the mistake, but said that the dinner was still a legitimate business expense. He told Saylor that the BC priest had been helpful to his stepdaughter following her uncle's death, and that members of "the extended Paolino family" who attended the dinner had donated money to Roger

Williams for a hospital conference room in the uncle's memory.

That dinner expense showed that "even in times of personal crisis I am still looking out for the interest of the hospital," Urciuoli wrote Saylor.

Urciuoli also submitted a \$543 expense for a business dinner with doctors at Capriccio in Providence -- the same date that his calendar noted a birthday dinner for his fiancée.

In a span of about two weeks in July 1997, Urciuoli charged two birthday dinners for his two future stepdaughters at the Clarke Cooke House in Newport. The total: \$1,599.

Urciuoli told Saylor that some of the family charges may have been "a mistake."

There was confusion over the stepdaughters' birthday dinners, Urciuoli said, because he was busy that summer lobbying state legislators to approve the merger of Roger Williams with Columbia/HCA.

He referred to the first dinner as "the birthday dinner from hell," according to the report, explaining that he "spent most of the evening downstairs with legislators while his family was upstairs."

Saylor concluded "the charging of these expenses to the hospital was not through inadvertence or neglect . . . furthermore, the frequency and size of these expenses strongly suggest that they were not charged to the hospital by mistake."

The lawyer's report identified another 162 charges on Urciuoli's corporate American Express card, totaling \$29,649, as "highly questionable," many involving meals and golf tournaments.

"It appears that many of the meals in question were primarily social in nature, rather than business-related," the report said. Saylor also said that "the justification and/or documentation for many of these items is non-existent or slight," making it impossible to determine the full amount of money that had been improperly charged to Roger Williams.

"Furthermore, the fact that Mr. Urciuoli has clearly charged personal expenses to the hospital on other occasions makes it difficult to give the benefit of the doubt in all respects."

Saylor wrote that Urciuoli's arguments that he accomplished a lot of business at restaurants and golf courses had "some merit" -- but that Urciuoli's "prominence in the community, and the demands of his position, do not justify the charging of personal expenditures to the hospital."

'Board approved loan'

Saylor also concluded that Urciuoli "appeared to have violated hospital policy" by failing to make payments on loans from the hospital.

In December 1996, Urciuoli borrowed \$44,000 against 350 hours of unused vacation time. A year later, at the end of 1997, he repaid the loan, then renewed it for the same amount.

Also in late 1997, Urciuoli borrowed another \$45,000. This loan was not secured by unused vacation time, but simply marked as a "board approved loan."

All three loans were interest-free, but hospital policy required employees to make periodic payments on loans. Urciuoli did not. He told Saylor that he was unaware of the requirement.

Urciuoli told Saylor that he needed the money in connection with the purchase and renovation of his new house with his new wife.

In the spring of 1997, Urciuoli received an "emergency" loan of \$5,000, against unused vacation time, which he said he needed to pay for work at his house. He repaid the loan one week later, through a payroll deduction, but hospital records recorded the \$5,000 payroll deduction as a charitable donation to the United Way.

Since donations are tax-deductible, Saylor called the circumstances surrounding repayment of the loan "troublesome," and concluded that it "may raise an inference of tax fraud to outside auditors or regulators."

Saylor wrote that Urciuoli said he couldn't remember if he took a tax deduction for the \$5,000, and Saylor did not review Urciuoli's personal tax returns. Urciuoli later wrote Saylor that the problem was a clerical mistake by others.

"It is not accurate or true that I arranged to take an improper tax deduction," wrote Urciuoli.

'An unusual degree of favoritism'

Finally, Saylor and his team reviewed vendor contracts at Roger Williams, and found "no evidence of illegality (such as a kickback) or improper self-dealing or conflict of interest."

The report said that Urciuoli clearly socialized with some vendors, and that he had "also appeared to exhibit an unusual degree of favoritism" toward a copier company seeking the hospital's business.

However, his employment agreement gave him "full discretionary authority" over such matters, Saylor concluded.

The consultant to the copier company, IKON, was Thomas F. Fay, the former chief justice of the Rhode Island Supreme Court. Fay had resigned in 1993 after an investigation into irregularities at the court, leading to his conviction on corruption charges involving the handling of court funds.

Saylor's report said that Fay, working for IKON, had introduced Urciuoli to IKON's Rhode Island head, Robert Ferland, and that Urciuoli subsequently traveled to Nantucket with Ferland, drawings funds from the hospital's petty cash fund for the trip.

IKON bid on the job, and Saylor found evidence that Urciuoli shared information regarding the other bids with IKON, having his secretary fax a spreadsheet to IKON.

"Mr. Urciuoli does not deny this, and maintains that it was good business practice to do so because he was able to lower the bids this way," the report said.

Fay and representatives from IKON did not return repeated calls for comment. The hospital did not say whether IKON got the copier contract.

In light of concerns by several employees that contracts were awarded based on friendships and personal connections rather than merit, Saylor said that the matter "deserves management attention, but is outside the scope of this report."

In his overall conclusions, Saylor recommended that the board tighten its oversight and require Urciuoli to

The PRESIDING OFFICER. Without objection, it is so ordered.

NOMINATION OF F. DENNIS SAYLOR, IV

Mr. KENNEDY. Madam President, I welcome the action of the leadership in taking up the nomination of Dennis Saylor to the United States District Court for the District of Massachusetts. I urge the Senate to confirm him.

Mr. Saylor has received impressive support from a broad spectrum of leaders of the bar. They are confident of his ability, his good judgment, and his fairness. I am confident he will be a distinguished member of the court.

Mr. Saylor has past experience in the executive branch. I am confident he understands the importance of the independence of the judicial branch.

He is currently a partner at the highly respected law firm of Goodwin Procter in Boston, where he joined as an associate after graduating from Harvard Law School in 1981. He later served as an assistant U.S. attorney in Boston. From 1990 to 1993, he served as the chief of staff of the Assistant Attorney General, Robert Mueller, in the criminal division of the Department of Justice, providing litigation and policy advice, and served as a liaison with Congress and outside organizations.

He returned to Goodwin Procter as a partner in the litigation department and currently specializes in white-collar criminal defense cases and other complex legal issues involving individuals and corporations.

His impressive background, legal expertise, and experience make him well qualified for this position and inspire confidence that he will be a judge in which Massachusetts will take pride.

The Federal district supreme court in Massachusetts is one of the most efficient and effective district courts in the country, and its judges are highly regarded and respected. It dispenses justice fairly and takes seriously its role as part of an independent branch of our government. I am sure Mr. Saylor will contribute to the distinguished work of this court. I urge the Senate to approve his nomination.

Madam President, I suggest the absence of a quorum.

The PRESIDING OFFICER. The clerk will call the roll.

The journal clerk proceeded to call the roll.

Mr. LEVIN. Madam President, I ask unanimous consent that the order for the quorum call be rescinded.

The PRESIDING OFFICER. Without objection, it is so ordered.

EXECUTIVE SESSION

NOMINATION OF F. DENNIS SAYLOR IV TO BE U.S. DISTRICT JUDGE FOR THE DISTRICT OF MASSACHUSETTS

The PRESIDING OFFICER. Under the previous order, the Senate will now

go into executive session and proceed to the nomination of F. Dennis Saylor IV, of Massachusetts, which the clerk will report.

The journal clerk read the nomination of F. Dennis Saylor IV, of Massachusetts, to be U.S. District Judge for the District of Massachusetts.

Mr. HATCH. Mr. President, I am pleased to speak in support of F. Dennis Saylor, nominated to the United States District Court for the District of Massachusetts.

Mr. Saylor is a highly regarded litigator with a history of public service. Upon graduating from Harvard Law School, Mr. Saylor joined the law firm of Goodwin Procter where he worked for several years before joining the United States Attorney's Office for the District of Massachusetts.

He left his Assistant U.S. Attorney position in 1990 to serve as the Special Counsel and Chief of Staff to the Assistant Attorney General here in Washington, D.C. In 1993, Mr. Saylor rejoined Goodwin Procter as a partner where he remains to this day.

This highly respected attorney has focused much of his professional career on criminal matters, however—as his record illustrates—he has distinguished himself on the civil side as well.

Mr. Saylor will bring 20 years of legal experience and sharp acumen to the Federal bench. I urge my colleagues to join me in supporting his nomination.

Mr. LEAHY. Mr. President, today, we vote to confirm another district court nominee of President Bush, Frank Dennis Saylor, IV, to the U.S. District Court for the District of Massachusetts. Mr. Saylor is a partner at the firm of Procter Goodwin. He is supported by both of his home-State Senators, who deserve much credit for his confirmation today.

Today's confirmation will make the 77th judge confirmed this Congress and the 177th judicial nominee named by this President to be confirmed by the Senate. We confirmed 100 in the 17 months that Democrats led the Senate. We are now confirming the 77th in the other 24 months that have transpired during this most divisive presidency.

With 77 judicial confirmations this Congress, the Senate has confirmed more Federal judges than were confirmed during the entire 2 years of 1995 and 1996, when Republicans controlled the Senate and President Clinton was in the White House. It also exceeds the two-year total for the last 2 years of the Clinton administration in 1999 and 2000, when Republicans controlled the Senate. So, we have exceeded the totals for the last two Congresses leading up to presidential elections.

With 177 total confirmations for President Bush in 3½ years, the Senate has confirmed more lifetime judicial appointees of this President than were allowed to be confirmed in President Clinton's entire term from 1997 through 2000. We have already surpassed the number of judicial confirmations during President Reagan's entire term

from 1981 through 1984, and he is acknowledged to have appointed more Federal judges than any other President in our history.

Democratic support for the confirmation of Mr. Saylor, an active Republican who was championed by Republican Governor Mitt Romney for the bench, is yet another example of our extraordinary cooperation. Mr. Saylor's Republican credentials are not in doubt—he was even on some short lists for Bush Administration Executive Branch positions. We take into account his experience and his career as a litigator who has served as both a Federal prosecutor and a defender of those accused of crimes.

I congratulate Mr. Saylor, his wife, Catherine Adams Fiske, who is an attorney with the Environment and Natural Resources Division of the Department of Justice, and their family on his confirmation today.

While this confirmation is another demonstration of good faith and cooperation by Democratic Senators, we, again, see partisan Republicans seeking confrontation. Last week, the President used his recess appointment powers to place Republicans on what should be bipartisan boards and commissions. A good example is the U.S. Parole Commission. While Isaac Fullwood's nomination is being bottled up by Republicans, the President proceeds to recess appoint Deborah Spagnoli. In addition, the President has yet to follow through on Democratic recommendations to long-standing vacancies on the U.S. Sentencing Commission. This week Republicans on the Judiciary Committee will end the short-lived cooperation on judicial nominations and force votes and hearings on controversial nominees, apparently in response to pressure from the right wing of the Republican Party. Republicans are insisting that the Committee break with tradition and proceed on judicial nominees opposed by home-state Senators.

Thus, while this nomination marks historic progress in Democratic Senators' cooperation with the White House, partisan Republicans refuse to take yes for an answer and insist on ignoring the progress that we have made. We have treated President Bush's judicial nominees far more fairly than Republicans treated President Clinton's. Still, no good deed we do goes unpunished.

Mr. LEVIN. Madam President, I ask for the yeas and nays.

The PRESIDING OFFICER. Is there a sufficient second?

There appears to be a sufficient second.

The question is, Will the Senate advise and consent to the nomination of F. Dennis Saylor IV, of Massachusetts, to be U.S. District Judge for the District of Massachusetts. On this question, the yeas and nays have been ordered, and the clerk will call the roll.

The legislative clerk called the roll.

Mr. MCCONNELL. I announce that the Senator from Kentucky (Mr.