

that what he did was “very public,” and that “our lives are an open book.”

5. A scheduling conference for *Three Angels Broadcasting Network, Inc. et. al. v. Gailon Arthur Joy et. al.* (No. 07-40098-FDS (D. Mass.)) took place on July 23, 2007, and initial disclosures were made by all parties on August 3, 2007.

6. Both Defendants have turned over voluminous amounts of material to the Plaintiffs as part of their initial disclosures. To date both Plaintiffs have refused to produce one single document. The Plaintiffs have taken the unusual position that everything is either privileged, irrelevant, or confidential, even documents that are part of their own initial disclosures. To illustrate, Plaintiff Shelton’s responses to my Requests for Production of Documents are attached hereto as **Exhibit A**. Plaintiff Shelton’s first 36 responses are the same as 3ABN’s responses to the same requests. Attached hereto as **Exhibit B** are the pages from my Requests to Produce that include the definitions referred to in Plaintiff Shelton’s responses, including the definition for “Plaintiff-related issues.”

7. I filed a Motion to Compel and for Sanctions in the District of Massachusetts on December 14, 2007, to compel the Plaintiffs to produce the documents referenced in their initial disclosures. This motion is pending in the District of Massachusetts.

8. I caused a third-party subpoena *duces tecum* dated December 6, 2007, to be issued by the District of Massachusetts and served upon MidCountry Bank, N.A. (“MidCountry”). MidCountry requested that the subpoena be reissued from the district of Minnesota, which it was, with a date upon it of December 12, 2007. These third-party subpoenas sought/seek the business records of a bank that are reasonably calculated to lead to the discovery of admissible evidence in the underlying suit. The bank records in question are only for accounts upon which Plaintiff Danny Lee Shelton is a signatory.

9. On December 14, 2007, a status conference was held in which both Defendants,

Attorney Jerrie Hayes, and two other attorneys for the Plaintiffs participated. Attorney Hayes referred to my first subpoena to MidCountry Bank, spoke of a Motion for a Protective Order that they intended to file, and sought a stay of discovery until that issue was decided upon. The Honorable Judge Dennis Saylor explicitly stated that any protective order would have to be narrowly tailored, that far more is considered by parties to be privileged or confidential than actually is, and that discovery would not be stayed until their motion was considered. Attorney Hayes did not seek the appointment of a special master then or later.

10. MidCountry Bank has responded to the third-party subpoenas by giving a list of 10 bank accounts that Danny Shelton has been a signatory of, and by giving lists of fees and invoices for what obtaining the requested records might cost. These responses are attached hereto as **Exhibits C–E**.

11. In my opposition to the Plaintiffs' Motion for a Protective Order filed on January 2, 2008, I included courthouse records for a scandalous 1998 real estate transaction as exhibits Q–R. I have attached these exhibits hereto as **Exhibits F–G**. A story about this transaction was published on Save3ABN.com around June 2007, and I referred to it in a letter to Attorney Jerrie Hayes on November 30, 2007. The web page and letter are attached hereto as **Exhibits H–I**.

12. Relevant pages of 3ABN's 1998 Form 990 concerning this real estate transaction and Plaintiff Shelton's denials that a section 4958 excess benefit transaction and a transfer of assets had taken place are attached hereto as **Exhibit J**.

13. Credible sources have told the Defendants that 3ABN sent a \$10,000 love gift to a Shelton family member in 1999.

14. Relevant pages of *3 Angels v. Dept. of Revenue* (01-PT-0027) concerning the lack in 3ABN's financial statements of the identification of related parties and of a record of items given away are attached hereto as **Exhibit K**.

15. Relevant pages of 3ABN's audited financial statements for the years 2002 through 2006 concerning purchases from Plaintiff Shelton's publishing ventures, and concerning how those purchases were reported in these statements, are attached hereto as **Exhibits L–P**.

16. Relevant pages of 3ABN's Form 990's for the years 2002 through 2006 concerning Plaintiff Shelton's salary, whether section 4958 excess benefit transactions took place, whether officers or directors received compensation from related organizations, and regarding the cost of goods given away are attached hereto as **Exhibits Q–U**. In 2003 the cost of goods sold for everything, including Plaintiff Shelton's books, was called "Cost of goods sold – satellites." From 2004 onward, 3ABN reported the cost of goods sold for everything but "satellites" as "Cost of goods given away."

17. Danny Shelton reported \$75,800 worth of sales for D&L Publishing on his 2001 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. He reported Linda Shelton as being half owner of D&L Publishing on his Schedule C and Forms 8829 and 4562. Additionally, the income on his Schedule C was split in half and reported on separate Schedule SE's, one for him and one for Linda Shelton.

18. Danny Shelton reported \$127,212 worth of sales for D&L Publishing on his 2002 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. While he no longer reported Linda Shelton as being half owner of D&L Publishing on his Schedule C and Form 8829, and while he only filed one Schedule SE (for himself), he still reported Linda Shelton as being half owner of D&L Publishing on his Form 4562.

19. Danny Shelton reported \$56,250 worth of sales for D&L Publishing on his 2003 Schedule C, with no inventory, no shipping expenses, and no advertising expenses. While he didn't report Linda Shelton as being half owner of D&L Publishing on his Schedule C and Form 8829, and while he only filed one Schedule SE (for himself), he still reported Linda Shelton as

being half owner of D&L Publishing on his Form 4562.

20. DLS Publishing reported no advertising expenses and \$35,000 of sales on its 2004 S Corporation return.

21. Relevant pages from the *Antichrist Agenda* and *Mending Broken People* are attached hereto as **Exhibits V–W**. The one claims that DLS Publishing published *Antichrist Agenda*, and the other claims that 3ABN Books published it.

22. Attorney Nicholas Miller was General Counsel for 3ABN and also a board member. He wrote Gailon Joy regarding how Danny Shelton was trying to hide from the 3ABN Board the royalties that he received from Remnant Publications, which was a conflict of interest and could result in 3ABN losing its tax exempt status. His email is attached hereto as **Exhibit X**.

23. Relevant pages from 3ABN's 2005 employee handbook regarding their conflict of interest policy, and a communication containing a conflict of interest statement which all employees are required to sign, are attached hereto as **Exhibits Y–Z**.

24. Relevant pages of Remnant Publication's Form 990's for the years 2005 and 2006 concerning sales of literature and royalties paid out are attached hereto as **Exhibits AA–BB**.

25. In answer to my question about a discrepancy I ran across regarding why Nicholas Miller had resigned from the 3ABN Board, Mr. Miller led me to believe that Danny Shelton had engaged in document fraud in order to force him to resign. These communications are attached hereto as **Exhibits CC–DD**.

26. One of 3ABN's personnel told me that financial documents prior to 2000 had been destroyed with the knowledge of CFO Larry Ewing, and that this had occurred by around early 2006. This was despite the fact that 3ABN had an outstanding appeal in its property tax case.

27. Gregory Scott Thompson is the son of 3ABN Board chairman Walt Thompson,

and he posts on the BlackSDA.com internet forum as “fallible humanbeing.” I have attached relevant pages of recent postings by Gregory Thompson in which he defames Defendant Pickle based on the assertions in Plaintiff Shelton’s Memorandum as **Exhibit EE**.

FURTHER DEPONENT TESTIFIES NOT.

Signed and sealed this 25th day of February, 2008.

/s Bob Pickle
Bob Pickle

Subscribed and sworn to me
this 25th day of February, 2008.

s/ Deanna Zimmerman
Notary Public

My commission expires Jan. 31, 2010