
**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTES**

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,

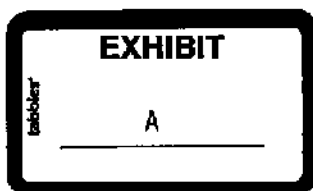
Defendants.

AFFIDAVIT OF JERRIE M. HAYES

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Jerrie M. Hayes, being first duly sworn upon oath, deposes and states as follows:

1. I am an attorney licensed in the State of Minnesota and admitted *pro hac vice* to the United States District Court, District of Massachusetts, where I am one of the attorneys representing Plaintiffs Three Angels Broadcasting Network, Inc. ("3ABN") and Danny Shelton ("Shelton") in an action in 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.)). I make this affidavit based upon my knowledge and information.



2. On August 3, 2008, Plaintiffs served their Rule 26(a)(1) Initial Disclosures, identifying by category documents related to allegations in the Complaint and denials and defenses raised by Defendants in their Answer.

3. On December 4, 2007, Plaintiff 3ABN received written Requests for Production of Documents ("RPDs") from Defendant Pickle. On December 12, 2007, Plaintiff Danny Shelton received written Requests for Production of Documents from Defendant Pickle. Only one certificate of service related thereto was notarized and the dates of service listed on the Requests were inconsistent with the typical delivery of mail between Halstad Township, MN and Minneapolis, MN. On December 20, 2007, I emailed Defendant Pickle concerning service of the Requests and indicated that Plaintiffs planned to serve their responses on January 4, 2008 and January 12, 2008, respectively. A true and correct copy of my email is attached hereto as **Exhibit A**. No objection was received from Mr. Pickle to Plaintiffs' proposed service dates.

4. Also on December 20, 2007 I emailed Defendant Pickle concerning an extension of time to respond to Defendants Motion to Compel. A true and correct copy of my original email and Mr. Pickle's response is attached hereto as **Exhibits B and C**.

5. Having received no objection to my email concerning the proposed service dates for the RPD's and having received an extension of time to respond on the motion to compel, I left for my Christmas vacation with the understanding that Defendants had agreed to accept service of 3ABN's responses on January 4, 2008, and Shelton's responses on January 12, 2008.

6. Both Plaintiffs found all the Requests to Produce served upon them to be objectionable, either on the basis that they sought confidential, proprietary or trade secret

business and personal information, and/or on the basis that they sought information not relevant to the claims and defenses in the action, nor reasonably calculated to lead to the discovery of admissible evidence. In Plaintiffs' view, Defendants are attempting to use the discovery process as a fishing expedition to try and find any information—whether related to the actual claims or defenses at issue in the case or not—with which to disparage Plaintiffs and besmirch their reputation. Defendants have publicly acknowledged that their goal is nothing less than a “full scale and public effort to indict Danny [Shelton] in the public eye and to put pressure on 3ABN.” Defendants have further admitted that their strategy for carrying out this mission is to reach beyond the claims and defenses at dispute in the case to obtain information wholly irrelevant to the allegations of Plaintiffs' Complaint or the defenses raised by Pickle and Joy thereto, and to prejudice and poison the jury with inflammatory “evidence” unrelated to the case. I eventually communicated directly to Pickle and Joy that Defendants' consistent history of posting everything they learn about 3ABN and Danny Shelton on the internet, along with blatant mischaracterizations, rampant speculation and wild innuendo, made Plaintiffs' extremely concerned about Defendants' obtaining the identity, donation and contact information of 3ABN's donors.

7. I prepared written responses to the 3ABN and Shelton Requests, with all relevance and other objections thereto, and left the responses, along with instructions with my office that they be served January 4, 2008 and January 12, 2008, respectively, during my Holiday absence.

8. On January 4, 2007, Pickle sent correspondence to attorney J. Lizette Richards, Massachusetts local counsel for Plaintiffs, which Ms. Richards forwarded to me, seeking

information concerning Plaintiffs' responses to Pickle's Requests for Production of Documents. A copy of my email from Ms. Richards forwarding Pickle's January 4, 2008 correspondence is attached hereto as **Exhibit D**.

9. I was on vacation and away from the office the entire week of December 31; I did not receive Ms. Richards' email (Exhibit D) until Monday morning, January 7, 2008. My reading of Pickle's letter indicated that there might be some confusion or dispute as to Plaintiffs' Responses to Pickle's Requests for Production and that Pickle was seeking a good faith discovery conference.

10. I immediately sent Mr. Pickle a letter agreeing to a discovery teleconference and proposing my first available date to so meet. A copy of my letter to Mr. Pickle is attached hereto as **Exhibit E**.

11. Pickle sent an email agreeing to the January 10 discovery conference. Part of that email, which read, "[o]ne thing that would be quite helpful in preparation for the discovery conference would be the expeditious sending my way of plaintiff 3ABN's response," made me investigate service of the 3ABN responses. I then realized that the written discovery responses had mistakenly not been served in my absence. By his email, however, I understood Pickle was requesting that the January 10 discovery conference be expanded to also include discussion of Shelton's Responses, which were not yet due, and was agreeing to accept service of both the 3ABN and Shelton responses as timely, so long as they were both sent to him in advance of the discovery teleconference. I complied with Pickle's request and agreed with the service arrangements, and served both 3ABN and Shelton's written responses to Pickle's document requests by facsimile

and mail on January 9, 2008. A true and correct copy of Mr. Pickle's email acknowledgement is attached hereto as **Exhibit F**.

12. A true and correct copy of additional emails evidencing the parties' agreement as to Pickle's acceptance of service of the RPD responses and the agenda for the January 10 discovery teleconference are attached hereto as **Exhibits G and H**.

13. A true and correct copy of my correspondence to Mr. Pickle, evidencing service of both Plaintiffs' Responses to Requests for Production of Documents on January 9, 2008 is attached hereto as **Exhibit I**.

14. On January 10, 2008, I participated in a teleconference with Mr. Pickle and Mr. Joy lasting more than four hours, during which the parties discussed three discovery issues: (a) Plaintiffs' relevancy objections and the general scope and relevance of Pickle's document requests; (b) Plaintiffs' confidentiality objections and a potential Stipulated Confidentiality Order governing the production of sensitive trade secret, proprietary or otherwise confidential information; and (c) the specific discovery of 3ABN donor-identifying information.

15. As to donor information, Plaintiffs initially refused to produce any donor information, but after discussion with Defendants, agreed to provide donor information without the donor's address, social security number or other identifying information, and with the donor's name replaced with a numerical code, the key to which would be provided to the presiding judge for *in camera* verification. Defendants would not agree to coded donor information and promised to provide an alternative proposal concerning donor information after the phone conference.

16. The discussion of confidential information and a Stipulated Protected Order revolved around a Confidentiality Agreement drafted and proposed by Plaintiffs. The parties discussed the nature of information Plaintiffs' believed was sensitive confidential or trade secret information and the mechanism by which Plaintiffs could agree such information could be provided to Plaintiffs without publication or dissemination to the public at large. The parties agreed that Plaintiffs would modify their proposed Confidentiality Agreement, circulate the new version to Defendants and that the parties would reconvene by teleconference to discuss whether an agreement could be reached on a Stipulated Protective Order.

17. The parties' discussion of scope and relevance consisted of analyzing Pickle's written discovery, definition-by-definition and request-by-request, and attempting to reach a mutual agreement as to what the request was seeking (clarification), whether the request sought information that was material to the claims and defenses in the case (relevance) and whether the request sought information protected from production or disclosure (privileged, trade secret, etc.). Not once during this discussion did either Defendant suggest in any fashion that they believed Plaintiffs had waived or otherwise abandoned their rights to object to Pickle's Requests for Production for any reason, including an allegedly "tardy" service of the Responses thereto. In point of fact, Plaintiffs' various relevance, privilege and confidentiality objections—and how they might be mutually resolved by the parties—were the primary topic of the parties' conversation.

18. As a result of the parties' discussion, Defendants agreed that certain of their definitions were unclear and could be clarified by making the definition narrower or more

specific. Defendants also agreed that certain requests were overly broad or sought information that was irrelevant to the case or privileged from discovery. Defendants agreed that such requests could be refined to seek only relevant, discoverable information. As the conference had gone on for many hours, Defendants asked for time to review their requests and attempt to clarify and refine them and it was my understanding Defendants planned to serve amended Requests for Production with some of the requests appropriately narrowed. No specific deadline was set for the service of amended Requests, but the parties had made plans to meet telephonically again in a week or so, and it was anticipated that the issue of the revised Requests would be discussed at that time.

19. The parties met again by telephone to discuss their discovery disputes on Tuesday, January 22, 2008. However, only the donor-identifying information issue and the Confidentiality Agreement issue were discussed; there was no further dialogue concerning Plaintiffs' various relevancy objections and no discussion or resolution concerning what, if any, of the information sought was relevant to the claims and defenses in the case. Defendants stated they would not agree to the revised proposed Confidentiality Agreement and I requested that Defendants propose a confidentiality agreement with which they would agree that might, upon review, also be agreeable to Plaintiffs. Defendants wanted to speak about the situation between them, so the parties agreed to terminate the telephone conference. I asked Defendants to provide a deadline by which they would get back to me about the issue of a Stipulated Protective Order and Defendants agreed to contact me with a date by which they would agree to respond.

20. The next day, January 23, 2008, I received an email from Mr. Pickle proposing February 1 as the deadline by which Defendants would provide a response concerning a mutual Confidentiality Agreement. A true and correct copy of Mr. Pickle's January 23 email is attached hereto as **Exhibit J**.

21. In the subsequent exchange of emails, which focused exclusively on the donor and confidentiality issues and did not involve any additional dialogue concerning Plaintiffs' various relevance objections, the attempt at resolving the two issues came to an ultimate impasse when, after having rejected two different proposed Confidentiality Agreements proposed by Plaintiffs, Defendants refused to provide Plaintiffs with a Confidentiality Agreement to which Defendants' would agree that could then be either agreed upon by Plaintiffs or, at least, used at the basis of further dialogue. Copies of the various email exchanges are attached hereto as **Exhibits K through V**. By the end of this exchange, on January 24, 2008, it was clear that the parties had reached an impasse on the donor and confidentiality issues.

22. While waiting for the Court to decide the parties' confidentiality/donor information dispute, which became the subject of a Motion for Protective Order that was filed with the Court in 2007, but not heard by the Court until March 7, 2008, there was no further dialogue between the parties as to Plaintiffs' various relevancy objections and no revised Requests for Production were ever served by Defendant Pickle. Plaintiffs anticipated that, once the Court issued its order on the Motion for Protective Order, the parties would once again address the dispute concerning the scope and relevance of Pickle's Requests for Production.

23. On March 28, 2008, Plaintiffs produced approximately 12,575 pages of documents that they had identified in their Rule 26(a)(1) Disclosures that they did not deem confidential or privileged. A true and correct copy of the letter serving these documents is attached hereto as **Exhibit W**.

24. On April 17, 2008 Magistrate Judge Hillman issued a Protective Order governing the production of confidential, proprietary and trade secret information in the case, yet Defendants still did not serve revised RPDs and there were no discussions among the parties concerning the Plaintiffs' outstanding scope and relevancy objections.

25. On April 25, 2008, Plaintiffs produced approximately 2500 additional pages of discovery information related to Defendants alleged internet activities. A true and correct copy of the letter serving these documents is attached hereto as **Exhibit X**.

26. On May 7, 2008, a status conference in the case was held before Judge Saylor. When Defendants raised the issue of Plaintiffs' Responses to Requests for Production, I informed the Court that Plaintiffs had objected to the majority of the Requests on relevance grounds and that, having reached neither agreement or impasse on the Plaintiffs' relevancy objections, and not having discussed the matter for over three months, the parties' good faith effort to resolve that dispute had not completed. I also informed the Court that, while good faith dialogue concerning the relevance objections would be pursued by Plaintiffs, they were not optimistic about resolving the dispute. Rather, I explained, Plaintiffs anticipated the filing of a Motion for a Protective Order to limit the scope of discovery, though Plaintiffs did not believe the filing of such a motion to be so certain as to require a change in the Court's scheduling order. Defendants, who were both in attendance, made no objection to these characterizations of the situation and

did not claim they had satisfied the good faith requirements of the discovery rules concerning the relevance objections.

27. In the days immediately following the status conference, I worked to prepare a document production in conformance with Magistrate Hillman's Protective Order that would provide information and materials to Defendants that Plaintiffs agreed were relevant but confidential.

28. On May 14, 2008 Plaintiffs produced, in accordance with the protocol of Magistrate Judge Hillman's Confidentiality and Protective Order, approximately 200 pages of documents identified in Plaintiffs 26(a)(1) Disclosures which contained confidential, proprietary or trade secret information. A true and correct copy of the letter serving these additional documents is attached hereto as **Exhibit Y**.

29. Since receipt of the Confidentiality Order, Plaintiffs have been working diligently to assemble relevant requested documents, to determine whether the documents contain sensitive information and to appropriately redact sensitive data while leaving enough information to satisfy any legitimate need Defendants might have for it—all while conducting the myriad of other pending discovery activities, including reviewing and appropriately challenging third party subpoenas Pickle has caused to issue in Minnesota, Michigan, California and Virginia. In light of the broad, rambling language of the requests (and the lengthy, fact-assumptive, and sometimes indecipherable definitions incorporated therein), none of which had been narrowed or clarified by Defendants' service of Amended Requests for Production, discerning and preparing the relevant, non-privileged documents has been an onerous and time-consuming process.

30. Just a week after the status conference before Judge Saylor, without any further dialogue concerning Plaintiffs' relevancy objections, Defendant Pickle served the instant Motion to Compel.

31. Following receipt of the instant Motion, I provided Pickle with a proposed schedule for production of relevant, responsive documents pursuant to the Confidentiality and Protective Order. Pickle has not yet responded to the proposal, but the production contemplated therein may moot some or all of the present motion. A true and correct copy of the proposal letter is attached hereto as **Exhibit Z**.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: May 29, 2008

/s/ Jerrie M. Hayes

Jerrie M. Hayes, Esq.

Subscribed and sworn to me
this 29th day of May, 2008.

/s/ Gabrielle K. Helmbrecht

Notary Public

My Commission Expires Jan 31, 2010

Jerrie Hayes

From: Jerrie Hayes
Sent: Thursday, December 20, 2007 9:07 AM
To: Bob
Subject: Request
Importance: High

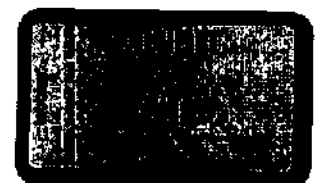
Mr. Pickle;

I write concerning the Requests for Production of Documents served on 3ABN and Danny Shelton. Although the date on the RPD's to 3ABN shows a November 29, 2007 service date, I did not receive a fax courtesy copy and did not receive the requests until they arrived by mail on December 4, 2007. Similarly, the date on the RPD's to Mr. Shelton, the certificate of service for which is not notarized, shows a December 7, 2007 service date, but they did not arrive by mail until December 12. In light of the questionable service dates, as well as the upcoming Christmas and New Year holidays, Plaintiff 3ABN plans to serve its responses to Requests on or before January 4 and Plaintiff Shelton will serve his responses on or before January 12.

Please let me know if Defendants have any objection to accepting service on the dates proposed.

Jerrie Hayes
(612) 337-6142

5/22/2008



Jerrrie Hayes

From: Jerrrie Hayes
Sent: Thursday, December 20, 2007 10:12 AM
To: Bob
Subject: Request
Importance: High

Mr.Pickle;

I write concerning your Motion to Compel and for Sanctions. According to our calculations, Plaintiffs' response is due on Christmas Eve, Monday, December 24, 2007. In light of the Holiday, and that both law the Siegel, Brill and Fierst, Pucci law offices will be closed until December 26, 2007, I am asking that you agree to extend the deadline for Plaintiffs' response to Friday, December 28, 2007.

Your prompt acknowledgement of this request and response are appreciated.

Jerrrie Hayes
(612) 337-6142

5/22/2008



Jerrie Hayes

From: Bob [bob@pickle-publishing.com]
Sent: Thursday, December 20, 2007 12:37 PM
To: Jerrie Hayes
Subject: Re: Request

Ms. Hayes:

I've conferred with Mr. Joy, and I must say, your request is definitely reasonable. I agree to extend the deadline to Friday, December 28, 2007.

We anticipate that you will reciprocate if a similar need arises on our end in the days ahead.

Bob Pickle
(218) 456-2568

Jerrie Haycs wrote:

Mr.Pickle;

I write concerning your Motion to Compel and for Sanctions. According to our calculations, Plaintiffs' response is due on Christmas Eve, Monday, December 24, 2007. In light of the Holiday, and that both law the Siegel, Brill and Flerst, Pucci law offices will be closed until December 26, 2007, I am asking that you agree to extend the deadline for Plaintiffs' response to Friday, December 28, 2007.

Your prompt acknowledgement of this request and response are appreciated.

Jerrie Hayes
(612) 337-6142

5/22/2008



Jerrie Hayes

From: J. Lizette Richards [richards@fierstpucci.com]
Sent: Friday, January 04, 2008 1:13 PM
To: Jerrie Hayes; GerryDuffy; John P. Pucci
Subject: Fwd: Status of 3abn's response to requests to produce

-Lizette

Authentication-Results: ent-atty.com
smtp.mail=bob@pickle-publishing.com; spf=neutral
Authentication-Results: ent-atty.com
header.from=bob@pickle-publishing.com; domainkeys=neutral (not signed);
dkim=neutral (not signed)
Date: Fri, 04 Jan 2008 13:06:17 -0600
From: Bob <bob@pickle-publishing.com>
User-Agent: Mozilla/5.0 (Windows; U; Windows NT 5.1; en-US; rv:1.8.1.8)
Gecko/20071009 SeaMonkey/1.1.5
To: Lizette Richards <richards@fierstpucci.com>
Subject: Status of 3abn's response to requests to produce

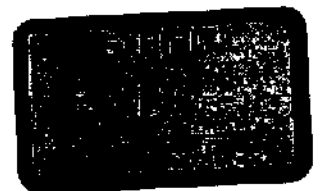
Ms. Richards:

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.

5/22/2008



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*

J. Lizette Richards
Fierst, Pucci & Kane LLP
64 Gothic Street
Northampton, MA 01060
Tel: (413) 584-8067
Fax: (413) 585-0787
Email: richards@fierstpucci.com
www.fierstpucci.com

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5/22/2008

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siegelbrill.com

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

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

January 7, 2008

VIA FACSIMILE, U.S. MAIL & E-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:

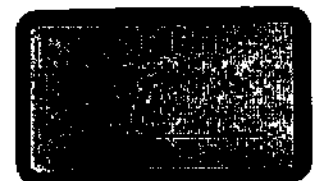
I am in receipt of an e-mail you sent to attorney Lizette Richards on Friday, January 4 concerning responses to requests for production of documents.

Since there appears to be some dispute concerning Plaintiffs' responses and the various documents to be produced in response to your requests, and since I am the attorney coordinating Plaintiffs' discovery requests and responses in this matter, I propose we meet by telephone on **Thursday, January 10, 2008 at 10:00 a.m.** in an attempt to resolve the various issues. If this date and time do not work with your schedule, please propose an alternate date and time, keeping in mind my schedule does not permit me to meet any earlier than the date I've proposed, but does leave me available anytime Friday, January 11 or Monday, January 14 to meet by phone. If this date and time does meet with your approval, I will be available in my office at that time and can be reached by direct dial at (612) 337-6142.

Sincerely,


Jerrie M. Hayes

JMH/gkh



Jerrie Hayes

From: Bob [bob@pickle-publishing.com]
Sent: Monday, January 07, 2008 1:19 PM
To: Jerrie Hayes
Cc: Lizette Richards
Subject: Re: Discovery Conference on Thursday, January 10, 2008, at 10 am

Ms. Hayes:

I am in receipt of your letter of today regarding my request for a discovery conference before our filing of an appropriate motion "if the plaintiffs are taking the position that everything is a trade secret or confidential," or "if for some reason their response [to my requests] to produce is not going to be timely," or "if objection is going to be made to the larger portion of my requests." Thursday, January 10, 2008, at 10 am Central Time sounds good to me.

One thing that would be quite helpful in preparation for the discovery conference would be the expeditious sending my way of plaintiff 3ABN's response. It would give me some sort of idea what and how many disagreements exist. I would rather not try to transcribe their response from you during the conference, and we really need their formal response in writing from them.

You write,

"Since there appears to be some sort of dispute concerning Plaintiffs' responses and the various documents to be produced in response to your requests"

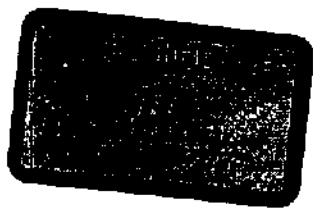
Since to my knowledge neither plaintiff has to date sent me a response for me to have a dispute over, are you saying that 3ABN and Danny Shelton have a dispute between themselves regarding what sort of response they should give? If so, I would hope they could get their disagreement taken care of before we have our discovery conference. But regardless, we'll make the best of the situation that we can.

Inasmuch as Thursday, January 10, 2008, marks the 34th day since I served my requests to produce on Danny Shelton, in the interest of efficiency I would suggest that we expand our discovery conference to include my requests to produce to Danny Shelton, if his response or lack thereof fits the conditions I based my request for a discovery conference upon.

Sincerely,

Bob Pickle, *pro se*

5/22/2008



Jerrie Hayes

From: Jerrie Hayes
Sent: Monday, January 07, 2008 1:44 PM
To: 'Bob'
Cc: Lizette Richards
Subject: RE: Discovery Conference on Thursday, January 10, 2008, at 10 am

Mr. Pickle;

Thank you for confirming that Thursday at 10:00 a.m. will work for our conference call. I will plan to be in my office at that time and will await your call at my direct dial number, 612-337-6142. Copies of Plaintiffs' responses to your requests will be served upon you prior to the conference. While the only dispute currently on the agenda is the timeliness of those responses, I suspect we will have more to discuss when you have received and reviewed Plaintiffs' responses. If you would like to add any other discovery disputes to Thursday's agenda, I'd ask simply that you'd notify me (by e-mail is fine) prior to the conference call on Thursday morning.

On a related note, I received an email from Defendant Joy that 10:00 on Thursday will work for him. Please advise if you know why Gailon Joy intends to participate in a discovery conference concerning discovery requests that were not posited by the Defendants jointly, but by you individually.

Sincerely;

Jerrie M. Hayes

From: Bob [mailto:bob@pickle-publishing.com]
Sent: Monday, January 07, 2008 1:19 PM
To: Jerrie Hayes
Cc: Lizette Richards
Subject: Re: Discovery Conference on Thursday, January 10, 2008, at 10 am

Ms. Hayes:

I am in receipt of your letter of today regarding my request for a discovery conference before our filing of an appropriate motion "if the plaintiffs are taking the position that everything is a trade secret or confidential," or "if for some reason their response [to my requests] to produce is not going to be timely," or "if objection is going to be made to the larger portion of my requests." Thursday, January 10, 2008, at 10 am Central Time sounds good to me.


One thing that would be quite helpful in preparation for the discovery conference would be the expeditious sending my way of plaintiff 3ABN's response. It would give me some sort of idea what and how many disagreements exist. I would rather not try to transcribe their response from you during the conference, and we really need their formal response in writing from them.

You write,

"Since there appears to be some sort of dispute concerning Plaintiffs' responses and the various documents to be produced in response to your requests"

Since to my knowledge neither plaintiff has to date sent me a response for me to have a dispute over, are you saying that 3ABN and Danny Shelton have a dispute between themselves regarding what sort of

5/22/2008



response they should give? If so, I would hope they could get their disagreement taken care of before we have our discovery conference. But regardless, we'll make the best of the situation that we can.

Inasmuch as Thursday, January 10, 2008, marks the 34th day since I served my requests to produce on Danny Shelton, in the interest of efficiency I would suggest that we expand our discovery conference to include my requests to produce to Danny Shelton, if his response or lack thereof fits the conditions I based my request for a discovery conference upon.

Sincerely,

Bob Pickle, *pro se*

5/22/2008

Jerrie Hayes

From: Bob [bob@pickle-publishing.com]
Sent: Monday, January 07, 2008 8:25 PM
To: Jerrie Hayes
Cc: Lizette Richards
Subject: Re: Discovery Conference on Thursday, January 10, 2008, at 10 am

Ms. Hayes:

Thanks so much for the news that the responses are on their way. I trust that I will receive them in time to review them properly so that I can determine what should be added to the agenda, and so that I can then alert you to those additions in a timely manner.

As far as Mr. Joy is concerned, I suppose you may need to direct that question to him. But I do consider the two of us as a team as far as this lawsuit is concerned, and I welcome his participation. However, there will be no need for you to arrange a conference call for our "conference call." We will use three-way calling when we call you in order to make it all work..

Thanks again.

Bob Pickle

Jerrie Hayes wrote:

Mr. Pickle;

Thank you for confirming that Thursday at 10:00 a.m. will work for our conference call. I will plan to be in my office at that time and will await your call at my direct dial number, 612-337-6142. Copies of Plaintiffs' responses to your requests will be served upon you prior to the conference. While the only dispute currently on the agenda is the timeliness of those responses, I suspect we will have more to discuss when you have received and reviewed Plaintiffs' responses. If you would like to add any other discovery disputes to Thursday's agenda, I'd ask simply that you'd notify me (by e-mail is fine) prior to the conference call on Thursday morning.

On a related note, I received an email from Defendant Joy that 10:00 on Thursday will work for him. Please advise if you know why Gallon Joy intends to participate in a discovery conference concerning discovery requests that were not posited by the Defendants jointly, but by you individually.

Sincerely;

Jerrie M. Hayes

From: Bob [mailto:bob@pickle-publishing.com]
Sent: Monday, January 07, 2008 1:19 PM
To: Jerrie Hayes
Cc: Lizette Richards
Subject: Re: Discovery Conference on Thursday, January 10, 2008, at 10 am

5/22/2008



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

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

January 9, 2008

U.S. MAIL & E-MAIL

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

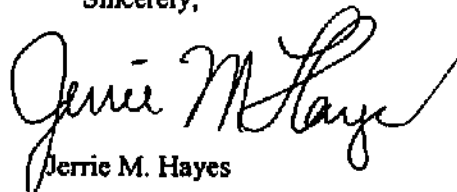
**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

Enclosed and served upon you please find:

1. Plaintiff Danny Shelton's Responses to Defendant Robert Pickle's Requests for Production of Documents and Things to Plaintiff Danny Shelton (First Set); and
2. Plaintiff 3ABN's Responses to Defendant Robert Pickle's Request for Production of Documents and Things to Plaintiff Three Angels Broadcasting Network, Inc. (First Set).

Sincerely,


Jerrie M. Hayes

JMH/gkh

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



Jerrie Hayes

From: Bob [bob@pickle-publishing.com]
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

Jerrie Hayes

From: Jerrie Hayes
Sent: Thursday, January 24, 2008 10:02 AM
To: 'Bob'
Subject: RE: Response regarding a proposed confidentiality agreement

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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.

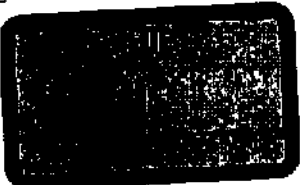
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Bob Pickle

5/22/2008

Jerrie Hayes

From: Jerrie Hayes
Sent: Thursday, January 24, 2008 11:08 AM
To: 'Bob'
Subject: RE: Response regarding a proposed confidentiality agreement

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.

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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.

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To: Jerrie Hayes
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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.

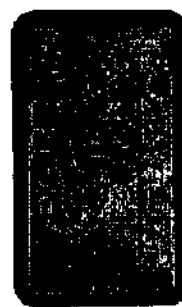
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Bob Pickle

5/22/2008

Jerrie Hayes

From: Jerrie Hayes
Sent: Thursday, January 24, 2008 1:40 PM
To: 'Bob'
Subject: RE: Response regarding a proposed confidentiality agreement

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 SABN 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.

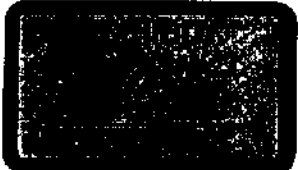
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Bob Pickle

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Thank you.

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Bob Pickle

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Jerrle Hayes

From: Jerrle Hayes
Sent: Thursday, January 24, 2008 3:48 PM
To: 'Bob'
Subject: RE: Response regarding a proposed confidentiality agreement

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?

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To: Jerrle Hayes
Cc: G. Arthur Joy
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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.

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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 [mailto:bob@pickle-publishing.com]
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

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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.

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From: Bob [<mailto:bob@pickle-publishing.com>]
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Subject: Re: Response regarding a proposed confidentiality agreement

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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

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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.

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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.

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From: Bob [mailto:bob@pickle-publishing.com]
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To: Jerrie Hayes
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Subject: Re: Response regarding a proposed confidentiality agreement

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proposed confidentiality agreement and provide it to me by February 1. Please confirm if my understanding is correct.

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Subject: Re: Response regarding a proposed confidentiality agreement

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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

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release?

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From: Bob [mailto:bob@pickle-publishing.com]

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

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Jerrie Hayes

From: Jerrie Hayes
Sent: Thursday, January 24, 2008 4:35 PM
To: 'Bob'
Subject: RE: Response regarding a proposed confidentiality agreement

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.

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From: Bob [mailto:bob@pickle-publishing.com]
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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.

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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.

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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

5/22/2008

Jerrie Hayes

From: Bob [bob@pickle-publishing.com]
Sent: Thursday, January 24, 2008 6:22 PM
To: Jerrie Hayes
Cc: G. Arthur Joy
Subject: Re: Response regarding a proposed confidentiality agreement

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

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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.

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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;

5/22/2008

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 [mailto:bob@pickle-publishing.com]
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

5/22/2008

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 [mailto:bob@pickle-publishing.com]
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

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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 [mailto:bob@pckle-publishing.com]
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

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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 [mailto:bob@pickle-publishing.com]
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

5/22/2008

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 [<mailto:bob@pickle-publishing.com>]

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

5/22/2008

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



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

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

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

April 25, 2008

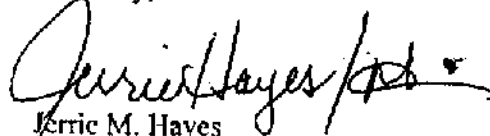
Gailon Arthur Joy
P.O. Box 1425
Sterling, MA 01564-1425

**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**

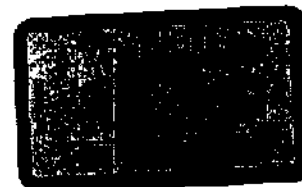
Dear Mr. Joy:

Enclosed and served upon you, please find a CD containing information provided to Plaintiffs by BlueHost in response to the subpoena duces tecum served upon that company.

Sincerely,


Jerrie M. Hayes

JMH/mmh
Enclosure



FILE COPY
1300 Washington Square
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JERRIE M. HAYES
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jerrichayes@sbgdf.com

May 14, 2008

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

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

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

Dear Mr. Pickle and Mr. Joy:

Enclosed and served upon you please find Confidential documents identified in Plaintiffs' Rule 26(a)(1) Initial Disclosures (constituting the remainder of Plaintiffs' (26)(a)(1)-identified documents) and produced in response to Judge Hillman's Order of April 17, 2008. Please note that this production includes only one "Mending Broken People" DVD and "Ten Commandments" book, but both are provided in their original format.

Sincerely,


Jerrie M. Hayes

JMH/gkh
Enclosures



1300 Washington Square
100 Washington Avenue South
Minneapolis, Minnesota 55401
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siegelbrill.com

**SIEGEL BRILL
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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:

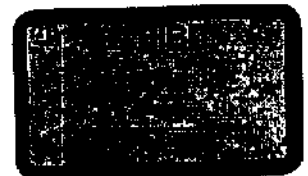
Thursday, May 29 - 3:00 p.m., 3:30 p.m. or 4:00 p.m.
Tuesday, June 3 - 10:00 a.m., 11:00 a.m. or 3:00 p.m.
Wednesday, June 4 - 9:30 a.m., 10:00 a.m. or 3:30 p.m.

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.



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)