

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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

Case No. 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

AFFIDAVIT OF KRISTIN L. KINGSBURY

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.

Kristin L. Kingsbury, 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 in the above-captioned action. I make this affidavit based upon my knowledge and information.

2. A true and correct copy of a letter sent from Plaintiffs' counsel to Defendant Pickle dated July 11, 2008 is attached hereto as **Exhibit 22**.

3. A true and correct copy of a letter received from Defendant Pickle by Plaintiffs' counsel dated June 25, 2008 is attached hereto as **Exhibit 23**.

4. A true and correct copy of another letter received from Defendant Pickle by Plaintiffs' counsel dated June 25, 2008 is attached hereto as **Exhibit 24**.

5. A true and correct copy of another letter received from Defendant Pickle by Plaintiffs' counsel dated June 25, 2008 is attached hereto as **Exhibit 25**.

6. A true and correct copy of another letter received from Defendant Pickle by Plaintiffs' counsel dated June 25, 2008 is attached hereto as **Exhibit 26**.

7. A true and correct copy of a letter received from Defendant Pickle by Plaintiffs' counsel dated July 1, 2008 is attached hereto as **Exhibit 27**.

8. A true and correct copy of a letter received from Defendant Pickle by Plaintiffs' counsel dated July 7, 2008 is attached hereto as **Exhibit 28**.

9. A true and correct copy of a letter sent from Plaintiffs' counsel to Defendant Pickle dated July 9, 2008 is attached hereto as **Exhibit 29**.

10. A true and correct copy of a chart compiled by Plaintiffs' counsel is attached hereto as **Exhibit 30**, which summarizes the following data: Defendants' Document Requests, documents produced by Plaintiffs by bate number, and general categorizations of these documents.

11. A true and correct copy of Magistrate Judge Boylan's Order denying Defendant Pickle's Request for Reconsideration, dated July 1, 2008, is attached hereto as **Exhibit 31**.

12. A true and correct copy of a Motion to Amend the Court's Order (W.D. Mich.) filed by third party Remnant Publications on or around June 27, 2008, is attached hereto as **Exhibit 32**. Based on a review of the docket report, this motion has not yet been considered, as of 2:00 p.m. today.

13. A true and correct copy of a Motion to Join Plaintiffs' Motion to Quash filed by third party Gray Hunter Stenn on or around June 26, 2008, is attached hereto as **Exhibit 33**.

14. A true and correct copy of an Order issued by the Honorable Judge Gilbert (S.D. Ill) on or around July 15, 2008, is attached hereto as **Exhibit 34**.

15. Defendants correctly note that I erroneously affied that GHS filed a June 16 motion opposing Defendants' subpoena, when in fact this motion was filed by Plaintiffs. I made this error, in part because I had not contributed to the June 16 motion and in part because I did not recognize the E-filer's signature when I reviewed the motion (Ms. Jennifer White, Plaintiff's local counsel in Illinois). As a result, I assumed this individual represented GHS.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: July 18, 2008

s/ Kristin L. Kingsbury
Kristin L. Kingsbury

Subscribed and sworn to me
this 18th day of July, 2008.

s/ Gabrielle K. Helmbrecht
Notary Public
My Commission Expires Jan 31, 2010

1300 Washington Square
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Minneapolis, Minnesota 55401
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siegelbrill.com

SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.

M. GREGORY SIMPSON
612-337-6107
gregsimpson@sbgdf.com

July 10, 2008

VIA FACSIMILE AND U.S. MAIL- CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

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

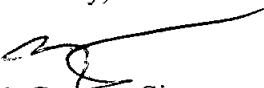
**Re: Three Angels Broadcasting Network, Inc. and Danny Lee Shelton vs.
Gailon Arthur Joy and Robert Pickle
Court Docket No. 07-40098-FDS
Our File No. 24,681-D-002**

Dear Mr. Pickle:

Enclosed please find a chart indicating documents which are being withheld from production on the basis of Attorney-Client/Work Product Privileged. We did not list communications with counsel regarding this lawsuit, even though you asked for them because they are so clearly non-discoverable.

We have now completed our document production pursuant to the schedule in our letter dated May 27, 2008. From my phone conversation with Mr. Joy today, I understand you will be responding to my letter dated July 9, 2008, in the next week or two.

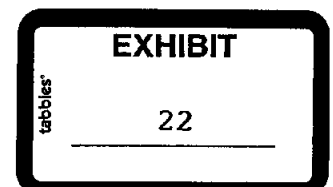
Sincerely,



M. Gregory Simpson

MGS/ajd
Enclosure

cc: Gailon Arthur Joy (via Facsimile and U.S. Mail-Certified Mail-
Return Receipt Requested)



Privilege Log

Date	Document Type	General Description	Reason
9/10/2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
9/27/2007	Board Meeting Minutes – Special	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
September 2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
11/16/2007	Board Meeting Minutes	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
11/27/2007	Board Meeting Minutes – Special	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
12/5/2007	Board Meeting	Meeting minutes containing ongoing litigation status reports.	Attorney-Client/Work Product Privileged
2005	Invoices – AP (34 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2005	Invoices – AP (33 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2006	Invoices – AP (7 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
2006	Invoices – AP (3 pages)	Invoices from attorneys containing descriptions of work performed.	Attorney-Client/Work Product Privileged
7/20/2007	Report	EEOC allegations – internal report compiled by Jackson Lewis - Thompson	Attorney-Client/Work Product Privileged
10/17/2006	Report	EEOC allegations – internal report compiled by Jackson Lewis – Bottomley	Attorney-Client/Work Product Privileged

1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

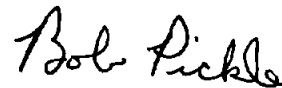
Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

In response to your letter of June 20, 2008, I again object to your calling your unilateral production schedule something that was mutually agreed upon. The objections I raised in my letter of May 28 still stand, and I have never relinquished those objections.

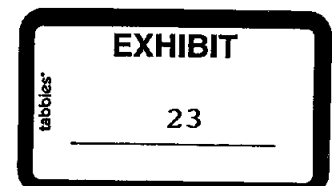
Second, your claim that *3ABN World* is available from 3ABN's website does not explain your failure to produce *Catch the Vision* and the predecessor to *3ABN World*. And if you go to 3ABN's website and try to download the August 2005 issue of *3ABN World*, you will find that it is missing. The September and November 2004, issues of *3ABN World* are likewise missing. Please produce these documents.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

Regarding your production of confidential documents, you have erroneously stamped 3ABN's financial statements, Form AG990-IL, Form CT-12F, and Form 990 as confidential. Please correct these grievous, inexcusable, and flagrant abuses of the Confidentiality Order within seven days.

Additionally, I cannot but consider it abusive to stamp as confidential invoices for such things as pens, sticky notes, and office chairs.

Speaking of such invoices, which specific request were such invoices allegedly responsive to?

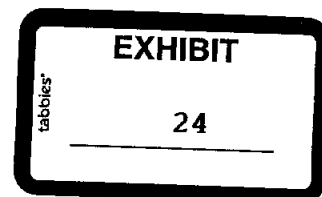
Lastly, a considerable number of the pages are unreadable, likely due to the originals being faint and the scanning being done in black and white rather than grayscale. Please provide readable copies.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

I highly doubt that the documents pertaining to the evidence for Linda Shelton's alleged affair contains donor-identifying information, and thus, according to your unilateral production schedule, should have been produced by now. Yet it is nowhere to be found in the production thus far.

While I have received invoices and purchase orders pertaining to purchases from Remnant and PPPA, there is nothing documenting purchases from D & L Publishing and DLS Publishing, unless it be among the unreadable documents.

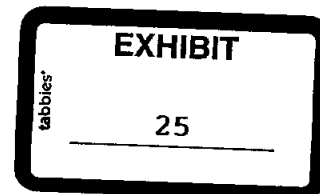
You stated that the production of June 20, 2008, pertain to "Requests Nos. 1, 2, 3, 5, 6, 9, 10, 12, 20, and 32." Yet there isn't anything at all pertaining to the proposed merger in response to Request No. 32. Neither are there any board minutes in response to Request No. 1. Other items are likewise missing.

Sincerely,

Bob Pickle

Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
June 25, 2008

Gregory Simpson
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Simpson:

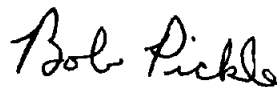
In your filing yesterday, you state that the allegedly confidential material you will produce this Friday will have information redacted from it other than just donor-identifying information. This goes beyond the statements of your production schedule.

I will remind you that I specifically stated in our conference of June 4-5, 2008, that I did not agree to the production of documents on June 27 with donor identifying information redacted out, and the redaction of any other information never was discussed.

For that matter, the redactions in one of the Rule 26(a)(1) documents pertaining to Nick Miller produced on May 14 never were discussed either. Please produce that document in its entirety within seven days.

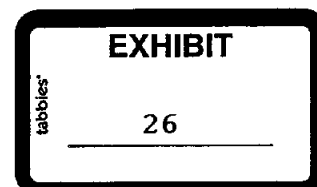
I will also remind you that I put you on notice in our conference of June 4-5, 2008, that the claim that 2500 additional pages were produced was erroneous, as well as the claim that the only documents remotely relevant to Danny Shelton's personal finances are those pertaining to the title and purchase of a car.

Sincerely,



Bob Pickle, *pro se*

cc: Lizette Richards via email and fax
Gailon Arthur Joy via email



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
July 1, 2008

Kristin L. Kingsbury
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Kingsbury:

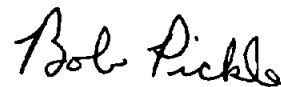
Regarding the contents of the CD served on June 27, 2008, a significant number of documents or pages are unreadable, or contain areas on the pages that are unreadable. Illegibility of documents was a problem that was noted regarding the CD served on June 20. Please correct.

If I counted correctly, there appear to be four copies of some documents on this new CD, making any claims based on the number of pages immediately suspect. Another issue, if I saw correctly, was the redaction of identifying information for vendors, something that was never discussed and that was not disclosed on your May 27 production schedule.

I take note, based on the three cover letters I have received, that the plaintiffs have refused to produce any documents responsive to Requests Nos. 4, 7, 11, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 25, 27, 28, 29, 30, 31, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44. Thus, no documents have been produced in response to 30 out of the 44 requests, according to these cover letters.

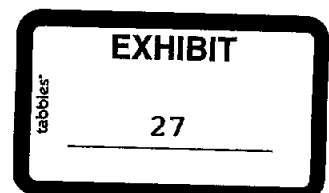
Whether the documents that have been produced were truly responsive to the other 14 requests remains to be seen.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email



1354 County Highway 21
Halstad, MN 56548
(218) 456-2568
July 7, 2008

Kristin L. Kingsbury
Siegel, Brill, Greupner, Duffy & Foster, PA
100 Washington Avenue South, Suite 1300
Minneapolis, Minnesota 55401

Counselor Kingsbury:

I have a correction to make.

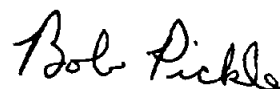
On July 1 I wrote you the following, among other things:

Regarding the contents of the CD served on June 27, 2008, a significant number of documents or pages are unreadable, or contain areas on the pages that are unreadable. Illegibility of documents was a problem that was noted regarding the CD served on June 20. Please correct.

Regarding areas on certain pages, at least in some cases this was a problem with a PDF viewer I was using, which seemed to have difficulty consistently displaying what may have been halftone pages that had then been rescanned in black and white. Using a different viewer takes care of that problem, and might explain why you might not see the same problem I saw.

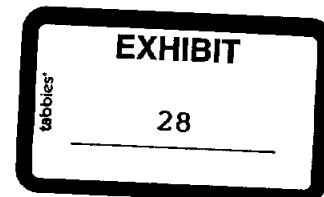
In other words, please disregard that comment, at least in part, though illegibility is definitely a problem with a significant number of documents and needs to be corrected.

Sincerely,



Bob Pickle, *pro se*

cc: John Pucci via email and fax
Gailon Arthur Joy via email



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100 Washington Avenue South
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**SIEGEL BRILL
GREUPNER DUFFY
& FOSTER P.A.**

M. Gregory Simpson
612-337-6107
gregsimpson@sbgdf.com

July 9, 2008

VIA FACSIMILE AND U.S. MAIL- CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

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

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

Dear Mr. Pickle:

This letter attempts to respond to your numerous letters to me and Kristin Kingsbury regarding miscellaneous discovery issues and other matters. In the future, unless specifically directed otherwise, please direct all communications with my firm to my attention. If I have failed to address a point in any of your letters, it does not mean that I concede it but only that I did not think it needed a response. Your letters tend to contain personal remarks, obvious falsehoods and other argumentative statements that I will ignore because it doesn't move the case forward if we talk about them.

Now that our document production per the schedule in our May 27 letter is substantially complete, it is my position that we need to create a written record of what you think is deficient about our production and of our response to your claimed deficiencies. Once that record is complete, we can present the judge with a specific list of disputed discovery issues, and the judge can rule on whether we should produce the disputed items or not.

The starting point of this process will be a single letter from you itemizing each deficiency that you perceive in our document production. For example, if you think we did not produce something you asked for, you should describe it and explain where it was requested. If you think we redacted information that should not have been redacted, you should identify it and explain why you think the information should be produced. If something is illegible, you should identify it by Bates number and request a better copy. If something is marked "confidential" that

EXHIBIT

29

tabbles

Mr. Robert Pickle
July 9, 2008
Page 2

should not be, you should again identify it by Bates number and request it be redesignated as non-confidential. In other words, you should list and explain any deficiencies in our production to date and ask that we respond.

After I get your letter, I will respond to it, item by item, explaining our position. For example, I might say that we did produce what you are asking for and refer you to the Bates number, or I might respond that we did not realize you were asking for it and now that we know we will give it to you, or I might say that we do not intend to produce it because you can get it somewhere else or because it is irrelevant, or I might say that the requested document does not exist in the first place or can't be obtained without undue burden or expense.

In other words, you identify what more you want, and we either give it to you or explain why we won't give it to you. Then we show those letters to the judge and he rules on the disputed points.

Let me briefly address some of your letters. Several of them complain that the scanning quality was poor for some pages and you could not read the pages. Your most recent letter (7/7/08) says the problem was with your reader. If you have any trouble reading a document we produced, all you need to do is give us a list of the Bates page numbers, and we will re-scan it or try to find a better quality original.

You sent another letter complaining that we designated too many documents as "Confidential," and threatening to bring a motion of some sort. The Protective Order says we can designate material as confidential if we believe, in good faith, that the materials are "not generally known or readily available to the public." We have tried to apply that standard in going through large numbers of documents, using a team of people who have varying degrees of knowledge about the case. Given the volume of documents and our lack of knowledge about what is already in the public domain, it is quite possible that we designated something as confidential that is generally known and is readily available to the public, but frankly, I am confused why you would complain about that if you can get it from some other source.

The starting point for this issue would be for you to identify by Bates page number each document that you believe is not properly designated "confidential." Then we will look into it and either remove the "confidential" designation or explain why we won't.

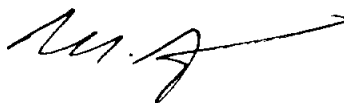
You have also complained about deficiencies in our production that I believe have been addressed in our pending motion to narrow the scope of permissible discovery. If you believe there are any categories of documents that have been requested but not produced, with respect to which we have not sought protection from the court, please identify those documents and I will respond.

Finally, one of your letters to Ms. Kingsbury dated July 7, 2008 advises that you are contemplating filing a "dispositive motion" striking references in the complaint to "copyright

Mr. Robert Pickle
July 9, 2008
Page 3

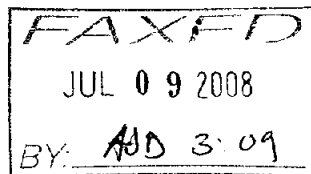
concerns." I found only two references to "copyright" in the complaint, neither of which is a claim of breach of copyright. One reference simply identifies a statute which grants jurisdiction as being related to "trademark and copyright." The other reference states that your infringing website linked to copyrighted broadcasts of 3ABN, which I think is true. The bottom line is that there is no count in the Complaint alleging violations of copyright. "Dispositive motions" are motions which dispose of claims. There are no claims for copyright infringement being made against you. If you bring the motion that you are contemplating, we will follow the procedures in Fed. R. Civ. P. 11 to seek sanctions against you for wasting our time and resources.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Gregory Simpson", with a long horizontal flourish extending to the right.

M. Gregory Simpson

MGS/ad



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

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

DATE: July 9, 2008
TO: Robert Pickle FAX NO.: (206) 203-3751
FROM: M. Gregory Simpson
RE: Three Angels Broadcasting FILE NO.: 24,681-D-002
Network, Inc., et al. v. Gailon
A. Joy, et al.

PLEASE FIND 4 PAGES, INCLUDING THIS COVER.
IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CONTACT AMY AT (612) 337-6119.

FOR YOUR: ☒ Information ☐ Review ☐ Response

ORIGINAL TO FOLLOW BY MAIL: ☒ Yes ☐ No

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the U.S. postal service.

COMMENTS:

*** TX REPORT ***

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RESULT OK

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

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

DATE: July 9, 2008
TO: Robert Pickle FAX NO.: (206) 203-3751
FROM: M. Gregory Simpson
RE: Three Angels Broadcasting FILE NO.: 24,681-D-002
Network, Inc., et al. v. Gailon
A. Joy, et al.

PLEASE FIND 4 PAGES, INCLUDING THIS COVER.
IF YOU DID NOT RECEIVE ALL PAGES, PLEASE CONTACT AMY AT (612) 337-6119.

FOR YOUR: ☒ Information ☐ Review ☐ Response

ORIGINAL TO FOLLOW BY MAIL: ☒ Yes ☐ No

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Three Angels Broadcasting Network, Inc. and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle
Case No. 07-40098 FDS

Documents Responsive to Mr. Pickle's RPD
Document Descriptions
(Updated 7/17/2008)

BATES RANGE¹	DOCUMENT DESCRIPTION	REQUEST NO.²
000001-000016	Danny Shelton's Travel Schedules	20
000017-000199	3ABN Inventory Lists – music, TV programs, publications, etc.	22, 34
000200-000201	Publication Agreement	3
000202-000203	Publication Agreement	3
000204-000205	Publication Agreement	3
000206-000207	Publication Agreement	3
000208-000209	Publication Agreement	3
000210-000211	Publication Agreement	3
000212-000213	Publication Agreement	3
000214-000216	Publication Agreement	3
000216-000217	Publication Agreement	3
000218	Contact List – Trust Management Committee Members	2, 3, 17, 32
000219	Accounting Summary – Disposed Vehicles	9, 12, 26
000220-000300	Financial Statement – 2005	9, 12, 26
000301-000423	Illinois Charitable Organizations Annual Filing Reports	5, 9
000424-000431	Flight Log (Handwritten) – 2007	20
000432-000462	Flight Log – 2007	20
000463-000500	Aircraft Log	20
000501	Purchase Order – Smith & Butterfield	9, 10
000502	Purchase Order – Remnant Publications	9, 10, 22
000503	Purchase Order – Smith & Butterfield	9, 10
000504	Purchase Order – Smith & Butterfield	9, 10
000505	Purchase Order – Smith & Butterfield	9, 10
000506	Purchase Order – Pacific Press	9, 10, 22
000507	Purchase Order – Smith & Butterfield	9, 10
000508	Purchase Order – Smith & Butterfield	9, 10
000509	Purchase Order – Smith & Butterfield	9, 10
000510	Purchase Order – Pacific Press	9, 10, 22
000511	Purchase Order – Smith & Butterfield	9, 10
000512	Purchase Order – Smith & Butterfield	9, 10
000513	Purchase Order – Smith & Butterfield	9, 10
000514	Purchase Order – Smith & Butterfield	9, 10
000515	Purchase Order – Smith & Butterfield	9, 10
000516	Purchase Order – Smith & Butterfield	9, 10
000517	Invoice – Remnant Publications	9, 10, 22
000518	Invoice – Smith & Butterfield	9, 10
000519	Invoice – Smith & Butterfield	9, 10
000520	Purchase Order – Smith & Butterfield	9, 10
000521	Purchase Order – Smith & Butterfield	9, 10
000522	Purchase Order – Smith & Butterfield	9, 10
000523	Purchase Order – Remnant Publications	9, 10, 22
000524	Purchase Order – Smith & Butterfield	9, 10
000525	Purchase Order – Smith & Butterfield	9, 10
000526	Purchase Order – Pacific Press	9, 10, 22
000527	Purchase Order – Smith & Butterfield	9, 10
000528	Purchase Order – Smith & Butterfield	9, 10
000529	Invoice – Remnant Publications	9, 10, 22
000530	Purchase Order – Smith & Butterfield	9, 10
000531	Invoice – Smith & Butterfield	9, 10

Three Angels Broadcasting Network, Inc. and Danny Lee Shelton v. Gailon Arthur Joy and Robert Pickle
Case No. 07-40098 FDS

000532	Purchase Order – Remnant Publications	9, 10, 22
000533	Invoice – Smith & Butterfield	9, 10
000534	Purchase Order – Smith & Butterfield	9, 10
000535	Purchase Order – Smith & Butterfield	9, 10
000536	Purchase Order – Smith & Butterfield	9, 10
000537	Purchase Order – Smith & Butterfield	9, 10
000538	Purchase Order – Smith & Butterfield	9, 10
000539	Invoice – Smith & Butterfield	9, 10
000540	Purchase Order – Smith & Butterfield	9, 10
000541	Purchase Order – Smith & Butterfield	9, 10
000542	Purchase Order – Smith & Butterfield	9, 10
000543	Purchase Order – Smith & Butterfield	9, 10
000544	Purchase Order – Smith & Butterfield	9, 10
000545	Purchase Order – Smith & Butterfield	9, 10
000546	Purchase Order – Smith & Butterfield	9, 10
000547	Invoice – Smith & Butterfield	9, 10
000548	Invoice – Pacific Press	9, 10, 22
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3585	TOTAL PAGES PRODUCED	NUMBER OF REQUESTS RESPONDED TO	18

¹ The Bates Range refers to Plaintiff's documents produced under the prefix TABN. Inclusion in this grid *does not* indicate a waiver of any of our objections to Mr. Pickle's requests from our Brief filed with the Court on June 25, 2008.

² The Request No. corresponds to Defendant Robert Pickle's Request for Production of Documents, dated December 7, 2007, request numbers.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THREE ANGELS BROADCASTING
NETWORK, INC., AN ILLINOIS NON-PROFIT
CORPORATION, AND DANNY LEE SHELTON,
INDIVIDUALLY,

CASE No. 08-MC-7 (RHK/AJB)

PLAINTIFFS,

**ORDER ON DEFENDANT'S
REQUEST FOR RECONSIDERATION¹**

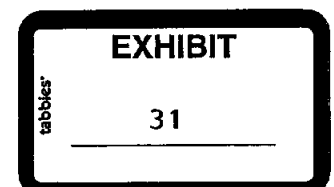
V.

GAILON ARTHUR JOY AND
ROBERT PICKLE,

DEFENDANTS.

This matter is before the Court, United States Magistrate Judge Arthur J. Boylan, on June 2, 2008, Defendant Robert Pickle filed a Request for Reconsideration of the Court's March 28, 2008, Order [Docket No. 29]. In that Order, the Court ordered the production of records subpoenaed by the Defendants from MidCountry Bank, N.A. ("MidCountry"). Said production was to be made under seal to Magistrate Judge Timothy S. Hillman in the District of Massachusetts to accommodate the pending protective order Magistrate Judge Hillman was to issue. The protective order was issued on April 17, 2008. Mr. Pickle claims that this confidentiality order "renders obsolete the provision of this Court's Order to produce the subpoenaed documents under seal to Magistrate Judge Hillman." See Mem. 1 [Docket No. 30]. Mr. Pickle also asked the Honorable F. Dennis Saylor of the District of Massachusetts in a status

¹ The Court holds that Mr. Pickle's request is best characterized as a "Request for Reconsideration" seeking modification of the undersigned's March 28, 2008, Order [Docket No. 28].



conference on May 7, 2008, to allow the subpoenaed documents to be produced directly to him, to which Judge Saylor referred Mr. Pickle back to this Court for such relief. For these reasons, Mr. Pickle requests that this Court amend its order to allow the subpoenaed records of MidCountry Bank to be produced directly to the office of Mr. Pickle, while in accordance with Magistrate Judge Hillman's confidentiality order.

Plaintiff Danny Lee Shelton responded in opposition to Defendants' request on June 18, 2008 [Docket No. 34]. Mr. Shelton argues that Mr. Pickle's motion should be denied as an improper motion for reconsideration pursuant to Local Rule 7.1(g). *Id.* at 3. In particular, Mr. Shelton asserts that Mr. Pickle's motion should be denied for failure to obtain "express permission of the Court" by means of a letter to the Court of no more than two pages as required by Rule 7.1(g). *Id.* at 4. Furthermore, upon reaching the merits of Mr. Pickle's motion, Mr. Shelton contends that Magistrate Judge Hillman's issuance of a protective order is not a "compelling circumstance" justifying reconsideration of this Court's previous Order. *Id.* at 5.

Based upon the record, memoranda, and pursuant to Local Rule 7.1(g), **IT IS HEREBY ORDERED** that Mr. Pickle's Request for Reconsideration is **DENIED**. Mr. Pickle has failed to show compelling circumstances to overturn the Court's previous Order. Moreover, this Court specifically stated that the March 28, 2008, Order did not preclude the parties from seeking relief from Magistrate Judge Hillman as to the disclosure of the documents produced pursuant to the MidCountry Bank subpoena. *See* Order 2-3 [Docket No. 28]. Therefore, the Court directs Mr. Pickle to seek relief from Magistrate Judge Hillman concerning the production of documents by MidCountry Bank subject to the subpoena served in this district.

Dated: July 1, 2008

s/ Arthur J. Boylan
Arthur J. Boylan
United States Magistrate Judge

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: OUT OF DISTRICT SUBPOENA,

Hon. Richard Alan Enslin

ROBERT PICKLE, PETITIONER

Hon. Ellen S. Carmody

v

Case No. 1:08-mc-00003

REMNANT PUBLICATIONS, INC.,
RESPONDENT

MOTION TO AMEND ORDER

NOW COMES Remnant Publications, Inc., by and through its attorneys, Biringier, Hutchinson, Lillis, Bappert, & Angell, P.C., by Charles R. Bappert, and moves this Court pursuant to Fed. R. Civ. P. 59(e) as follows:

1. Respondent is not a party to the lawsuit between plaintiffs, Three Angels Broadcasting Network, Inc. and Danny Lee Shelton, and defendants, Gailon Arthur Joy and Robert Pickle, that has been filed in United States District Court for the Central District of Massachusetts, Case No. 07-40098-FDS.
2. An order was entered on June 20, 2008 by this Court to compel the production of documents from respondent to defendants without *in camera* review by the District Court in Massachusetts.
3. A Motion for Protective Order Limiting Scope and Methods of Discovery was filed by the plaintiffs in the District Court in Massachusetts on June 25, 2008. (*See* Plaintiffs' Motion and Memo in Support of Motion).
4. The Motion for Protective Order filed by the plaintiffs addresses the delaying tactics and abuse of discovery exercised by the defendants thus far, and the same Motion asks the District Court of Massachusetts to consider the relevancy of the requested documents. (*See* Plaintiffs' Exhibits 19-21).
5. If the District Court of Massachusetts finds the numerous documents sought by the defendants to be irrelevant, that finding would also prohibit the distribution of documents from Remnant Publications, Inc. to the defendants on the basis of non-relevancy.

EXHIBIT

32

This motion is supported by the memorandum attached and the Motion for Protective Order Limiting Scope and Methods of Discovery, Memorandum in Support of Motion for Protective Order, and supportive filing of plaintiffs in the District Court in Massachusetts. Particular attention is called to Exhibits 19, 20, and 21 of that attachment, together with the Memorandum in Support of Motion for Protective Order.

RELIEF REQUESTED

WHEREFORE, Remnant Publications, Inc. requests that this Honorable Court amend its order of June 20, 2008, as follows:

Order the documents retrieved from Remnant Publications, Inc. be submitted for *in camera* review to the United States District Court for the Central District of Massachusetts pending a determination of relevancy by that court.

Dated: June 27, 2008

/s/ Charles R. Bappert
Charles R. Bappert (P41647)
Biringer, Hutchinson, Lillis,
Bappert, & Angell, P.C.
100 W. Chicago Street
Coldwater, MI 49036-1897
Tel: (517) 279-9745
Fax: (517) 278-7844 g\15003.19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

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

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

Case No. 08-MC-16

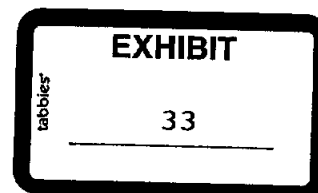
Honorable J. Phil Gilbert

GRAY HUNTER STENN'S JOINDER IN AND MEMORANDUM IN SUPPORT
OF PLAINTIFFS' MOTION TO QUASH, MODIFY OR STAY SUBPOENA
DUCES TECUM

COMES NOW Gray Hunter Stenn LLP ("Gray Hunter Stenn"), a third party, by and through its counsel, Mathis, Marifian, Richter and Grandy, and joins in and supports the Plaintiffs' motion to quash, modify or stay subpoena *duces tecum* filed on June 16, 2008, and further invokes the accountant-client privilege to the extent that such privilege applies. In support of its joinder in said motion, Gray Hunter Stenn states the following:

1. This motion is brought in the Court from which the subpoena was issued because Fed. R. Civ. P. 45 (c)(3) contemplates that motions to quash subpoenas be brought before the "issuing" court. *See also* Fed. R. Civ. P. 37(a)(2) (motion for an order to a nonparty is made in the court where discovery is or will be taken.)

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



3. The Defendants have requested Gray Hunter Stenn produce a voluminous amount of documents dating back to 1998. Further, many of the requested documents should be in the Plaintiffs' possession, and, as such, could be sought directly from the Plaintiffs through the course of regular discovery.

4. For this reason and others, Gray Hunter Stenn joins in the Plaintiffs' Motion to Quash, Modify or Stay the Defendants' December 28, 2007 Subpoena *Duces Tecum* and further states that the subpoena is overbroad, unduly burdensome, and seeks documents and information protected by the accountant-client privilege.

5. On November 30, 2007, Defendants faxed to Alan Lovejoy a Subpoena *Duces Tecum* that had been issued by the District Court of Massachusetts and accompanying correspondence. A copy of said facsimile transmission is attached hereto as Exhibit A and incorporated by reference. A copy of said subpoena was subsequently served on Mr. Lovejoy on or about December 3, 2007.

6. On December 14, 2007, counsel for Gray Hunter Stenn sent Defendants via certified mail a written objection to said subpoena pursuant to Fed.R.Civ.Pro. 45. A copy of said correspondence is attached hereto as Exhibit B and incorporated by reference. Said objection raised and invoked the accountant's privilege as well as other objections.

7. Illinois recognizes an accountant-client privilege under 225 ILCS 450/27 (West 2008). The privilege protects information or evidence which has been obtained by a licensed or registered certified public accountant in his confidential capacity as a licensed or certified public accountant.

8. In Illinois, the accountant-client privilege can be invoked by the accountant only. *Baylor v. Mading-Dugan Drug Co.*, 57 F.D.R. 509, 510 (N.D. Ill. 1972).

9. State laws creating privileges are substantive, and federal courts should follow them in diversity cases. *Palmer v. Fisher*, 228 F.2d 603, 608 (7th Cir. 1955).

10. Further, the law of the forum in which the district court sits accordingly will govern all substantive questions presented, such as those pertaining to the accountant-client privilege. *Western Employers Ins. Co. v. Merit Ins. Co.*, 492 F.Supp. 53, 54 (N.D. Ill. 1979). As such, this court should apply the Illinois account-client privilege.

11. Gray Hunter Stenn hereby invokes the Illinois accountant-client privilege as to any documents or information in its possession which were prepared and/or transmitted only between Plaintiffs and Gray Hunter Stenn.

12. On or about March 17, 2008, Defendants caused Mr. Alan Lovejoy and Gray Hunter Stenn to be served with the subpoena *duces tecum* that is presently at issue before the Court. A copy of said subpoena was previously attached to the Plaintiffs' Motion.

13. On April 3, 2008, counsel for Gray Hunter Stenn again served via certified mail an objection to said subpoena and invoked the accountant-client privilege. A copy of said objection is attached hereto as Exhibit C and incorporated herein by reference.

14. The subpoena at issue commands Gray Hunter Stenn to produce the following documents created after January 1, 1998:

- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to 3ABN, as defined herein.
- All contracts, agreements, tax returns, invoices issued to 3ABN, records of

payments made to or received from 3ABN, whether direct or indirect, and/or any other accounting records or documents arising from any accounting or tax form preparation services rendered to 3ABN, as defined herein.

- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, and/or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.
- All contracts, agreements, tax returns, invoices issued to Danny Shelton, records of payments made or received, whether direct or indirect, and/or any other accounting records or documents arising from any accounting or tax form preparation services rendered to Danny Shelton, as defined herein.

The subpoena defines 3ABN as “Three Angels Broadcasting Network, Inc., Three Angels Broadcasting, Inc., Three Angles Broadcasting, Inc., Three Angel’s Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network – LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN Phillipines, Inc., Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music, 3ABN Radio, any names known or believed by you to be assumed by 3ABN, and/or any organizations, past or present, for profit or non-profit, which you believe or know that 3ABN has or has had control over.”

The subpoena also defines “Danny Shelton” as Danny Lee Shelton, D & L Publishing, DLS Publishing, and/or any other DBA’s or organizations, past or present, which you believe or know that he has or has had control over, except 3ABN as defined herein.”

15. Clearly, said subpoena as issued seeks documents and information that falls within the accountant-client privilege.

WHEREFORE, for the reasons previously stated, Grey Hunter respectfully requests that this Honorable Court enter an Order quashing the Defendants’ December

28, 2007 *Subpoena Duces Tecum* in its entirety, or in the alternative, order the response to the subpoena be deferred until the Massachusetts court in which the underlying action is pending has an opportunity to rule upon the matter.

RESPECTFULLY SUBMITTED,

MATHIS, MARIFIAN, RICHTER & GRANDY, LTD.

By: /s/ Deanna L. Litzenburg

Deanna L. Litzenburg, #06270172
23 Public Square, Suite 300
Belleville, Illinois 62220
(618) 234-9800 Phone
(618) 234-9786 Fax

Attorneys for Gray Hunter Stenn LLP

Certificate Of Service

This is to certify that a copy hereof was served upon all attorneys of record by mailing the same, postage prepaid, on this 26th day of June, 2008, to:

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

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

Charles L. Philbrick -- via electronic case filing
Jennifer E. White
Holland & Knight, LLP
131 S. Dearborn
30th Floor
Chicago, IL 60603
Attorneys for Plaintiffs

/s/ Deanna L. Litzenburg

Dec-02-2007 20:25

From-GRAY HUNTER, STENN

6188833981

T-560 P.004/008 F-025

SAO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Central

DISTRICT OF

Massachusetts

Three Angels Broadcasting and Danny Shelton

SUBPOENA IN A CIVIL CASE

V.

Gailon Arthur Joy and Robert Pickle

Case Number:¹ 07-40098-FDS

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

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

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

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

PLACE OF DEPOSITION

DATE AND TIME

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

See Exhibit A, attached hereto.

PLACE

Sam C. Mitchell & Assoc., Lower Floor, 115 1/2 E Main St., West Frankfort, IL
62896

DATE AND TIME

1/3/2008 9:00 am

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

PREMISES

DATE AND TIME

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

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

SARAH A. THORNTON

(See Rule 43, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page.)

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

Dec-02-2007 20:25 From: GRAY HUNTER, STENN

6186933981

T-560 P.005/008 F-925

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

PROOF OF SERVICE

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

DECLARATION OF SERVER

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

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (e)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) requires disclosure of an unreturned expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party; or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (e)(3)(A).

Dec-02-2007 20:26 From-GRAY HUNT... STENN

6188933881

T-560 P.006/008 F-925

EXHIBIT A

Dec-02-2007 20:26 From: GRAY HUNTER, JENN

6188933881

T-560 P.007/008 F-025

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

For whatever time periods that you have such documents in your possession:

- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to 3ABN, as defined herein.
- All contracts, agreements, tax returns, invoices, records of payments made or received, whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to 3ABN, as defined herein.
- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.
- All contracts, agreements, tax returns, invoices, records of payments made or received, whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to Danny Shelton, as defined herein.

Definitions:

- **3ABN** means Three Angels Broadcasting Network, Inc., and all its related organizations or organizations which it controls, and their assumed names, whether past or present, whether for profit or non-profit, including but not limited to: Three Angels Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network - LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN, 3ABN Philippines, Inc., Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music, or 3ABN Radio.
- **Danny Shelton** means Danny Lee Shelton, and any of his DBA's or organizations over which he has or has had control, including but not limited to D & L Publishing and DLS Publishing.
- **Or** is used in the inclusive sense (i.e. "and/or"). Thus, if a request seeks all documents relating to "A or B," You are to produce all documents relating to "A," all documents relating to "B," and all documents relating to "A and B."
- **Document** shall have the broadest possible meaning permitted under applicable law, and shall include any written, recorded or graphic material of any kind, including the originals and all non-identical copies, including those materials in electronic form, that is or has been in Your possession, control or custody or of which You have knowledge, including, but not limited to: documents, letters, correspondence, e-mail, memoranda, notes, invoices, bulletins, calendars, diaries, contracts, agreements, letters, telegrams, minutes, reports, studies, checks, statements, receipts, vouchers, invoices, summaries, pamphlets, blueprints, specifications, drawings, sketches, interoffice and intraoffice communications, stenographic or handwritten notes of any sort of conversation, telephone calls, meetings or other communications, agendas, computer printouts, graphical records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotapes, recordings, and motion

Dec-02-2007 20:26

From: GRAY HUNT, STENN

6188933981

T-560 P.008/008 F-825

pictures), electrical data compilation, electronic mail, computer files or documents, computer disks, computer programs, computer software, tapes and all other tangible things upon which any handwriting, typing, printing, drawing, representation, photocopy, magnetic, electrical or optical impulse, data, or other form of communication is stored, recorded, or reproduced, and preliminary drafts and non-identical copies of the above. The term also includes each and every file folder, folio or other material in which the above items are stored, filed, or maintained as well as every copy of such documents where the original is not in Your possession, custody or control, or where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original.

Instructions:

- Your attention is directed to Federal Rule of Civil Procedure 34(b)(i) (and (c)), which requires that documents be produced for inspection "as they are kept in the usual course of business or shall organize and label them to correspond with the categories of the request." In this connection, and for purposes of illustration, it is requested that all documents requested be produced in the file folders and cartons in which they have been maintained and stored, clipped, stapled or otherwise arranged in the same form and manner as they were found. If you choose to produce the documents requested corresponding with the categories in the request, it is requested that you identify the file folders, drawers or cartons in which the documents were originally maintained.
- Federal Rule of Civil Procedure 34(b)(ii) stipulates that electronically stored information must be produced "in a form or forms in which it is ordinarily maintained or in a form or forms that are reasonably usable."
- If any document requested herein was at one time in existence but has been lost, discarded or destroyed, identify such document as completely as possible, providing as much of the following information as possible:
 1. the type of document;
 2. the document's date;
 3. the date or approximate date the document was lost, discarded or destroyed;
 4. the circumstances under which and the manner in which the document was lost, discarded or destroyed;
 5. the reason or reasons for disposing of the document (if discarded or destroyed);
 6. the identity of all persons authorized or having knowledge of the circumstances surrounding disposal of the document;
 7. the identity of the person(s) who lost, discarded, or destroyed the document; and
 8. the identity of all persons having knowledge of the contents of the document.



**MATHIS • MARIFIAN
RICHTER & GRANDY, LTD.**
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

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Lorraine K. Cavataio
Kelli E. Madigan
Bradley W. Small
Joseph P. O'Keefe
Mary E. Lopinot
Deanna L. Litzenburg

December 14, 2007

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Mr. G. Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

Philip D. Speicher
Shannon K. Cook
Jennifer L. Sellers
Elizabeth C. Hesselbach
Andrew C. Rushing

Re: Gray Hunter Stenn LLP
Subpoena for records in Case No. 07-40098-FDS
United States District Court for the Central District of Massachusetts

Dear Mr. Pickle and Mr. Joy:

Our office has been retained to represent Gray Hunter Stenn LLP. We have been provided with a copy of the subpoena that was served on Alan Lovejoy and Gray Hunter Stenn LLP on December 3, 2007. A copy of said subpoena and accompanying correspondence is enclosed for your convenience.

The subpoena requests that Gray Hunter Stenn LLP produce and permit inspection and copying of the following:

- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to 3ABN, as defined herein.
- All contracts, agreements, tax returns, invoices, records of payments made or received, whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to 3ABN, as defined herein.
- All contracts, agreements, work papers, engagement letters, management letters,

☒ 23 Public Square • Suite 300 • P.O. Box 307 • Belleville, IL 62220 • tel: 618 • 234 • 9800 • fax: 618 • 234 • 9786

☐ 7710 Carondelet, Suite 405 • St. Louis, MO 63105 • tel: 314 • 421 • 2325 • fax: 314 • 727 • 3046

www.mmrg.com

December 14, 2007

Page 2

management representation letters, or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.

- All contracts, agreements, tax returns, invoices, records of payments made or received whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to Danny Shelton, as defined herein.

The subpoena defines 3ABN as "Three Angels Broadcasting Network, Inc., and all its related organizations or organizations which it controls, and their assumed names, whether past or present, whether for profit or non-profit, including, but not limited to: Three Angels Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network – LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN, 3ABN Philippines, Inc., Three Angels Enterprise, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music or 3ABN Radio.

The subpoena also defines "Danny Shelton" as Danny Lee Shelton, and any of his DBA's or organizations over which he has or has had control, including but not limited to D & L Publishing and DLS Publishing.

Please be advised that this letter serves as written objection to the subpoena pursuant to Federal Rule of Civil Procedure 45. The subpoena is overbroad in the scope of documents it seeks; is unduly burdensome; and seeks information protected by the accountant's privilege. Further, the subpoena, as served, was improper pursuant to Federal Rule of Civil Procedure 45(a)(2)(C) as the subpoena was not issued by the district where the production or inspection is to be made.

Gray Hunter Stenn LLP objects to responding to said subpoena and producing or making the documents available for inspection and copying as the subpoena seeks privileged documents and information. The subpoena requests a public accountant to divulge information and/or evidence obtained by the accountant in its confidential capacity as a public accountant. Further, said subpoena is overly broad and unduly burdensome. The subpoena requests a voluminous amount of documents without any limit as to time. In addition, no provision been made to cover the expense of gathering, organizing or copying said documents. Further, the subpoena requires Gray Hunter Stenn LLP to determine which entities or organizations are or were controlled by Three Angels Broadcasting Network, Inc. and/or Danny Lee Shelton.

Please be advised that absent a valid subpoena and an order from the court compelling Gray Hunter Stenn LLP to make certain documents available for inspection and copying Gray Hunter Stenn LLP will not be making the requested documents available for inspection or copying.

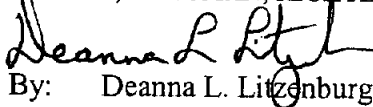
December 14, 2007

Page 3

If you have any questions, please do not hesitate to contact us.

Very truly yours,

MATHIS, MARIFIAN, RICHTER & GRANDY, LTD.


By: Deanna L. Litzzenburg

DLL\hl

Enclosure

cc: Mr. Alan Lovejoy
Gray Hunter Stenn LLP

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PS Form 3800, August 2006

See Reverse for Instructions

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Total Postage & Fees	\$

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Sent To G. Arthur
 Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature Joseph Pickle ☒ Agent ☐ Addressee
 B. Received by (Printed Name) Joseph Pickle C. Date of Delivery 12/18/07
 D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

7007 2560 0000 3430 4337

102595-02-M-1540

Domestic Return Receipt

2. Article Number
 (Transfer from service label)
 PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Ann Jay ☒ Agent ☐ Addressee
 B. Received by (Printed Name) Ann Jay C. Date of Delivery
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

7007 2560 0000 3430 4320

102595-02-M-1540

Domestic Return Receipt

2. Article Number
 (Transfer from service label)
 PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. G. Arthur Jay
3 Clinton Road
Box 1425
Stirling, MA 01504



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ATTORNEYS AT LAW

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Patrick B. Mathis
George E. Marifian
Kevin J. Richter
Laura K. Grandy
Kevin J. Stine
Mark J. Stegman
Mark S. Schuver
Kurt S. Schroeder
William J. Niehoff
Lorraine K. Cavataio
Kelli E. Madigan
Bradley W. Small
Joseph P. O'Keefe
Mary E. Lopinot
Deanna L. Litzenburg

dlitzenburg@mmrg.com

April 3, 2008

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Philip D. Speicher
Shannon K. Cook
Jennifer L. Sellers
Elizabeth C. Hesselbach
Andrew C. Rushing

Mr. G. Arthur Joy
3 Clinton Road
Box 1425
Sterling, MA 01564

Re: Gray Hunter Stenn LLP
Second subpoena for records in Case No. 07-40098-FDS
United States District Court for the District of Massachusetts

Dear Mr. Pickle and Mr. Joy:

As you are aware, our office has been retained to represent Gray Hunter Stenn LLP. We have been provided with a copy of the second subpoena that was served on Alan Lovejoy and Gray Hunter Stenn LLP. A copy of said subpoena and accompanying correspondence is enclosed for your convenience.

The subpoena requests that Gray Hunter Stenn LLP produce and permit inspection and copying of the following documents created after January 1, 1998:

- All contracts, agreements, work papers, engagement letters, management letters, management representation letters, or other documents arising from any auditing services rendered to 3ABN, as defined herein.
- All contracts, agreements, tax returns, invoices, records of payments made or received, whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to 3ABN, as defined herein.
- All contracts, agreements, work papers, engagement letters, management letters,

April 3, 2008

Page 2

management representation letters, or other documents arising from any auditing services rendered to Danny Shelton, as defined herein.

- All contracts, agreements, tax returns, invoices, records of payments made or received whether direct or indirect, or any other accounting records or documents arising from any accounting or tax form preparation services rendered to Danny Shelton, as defined herein.

The subpoena defines 3ABN as "Three Angels Broadcasting Network, Inc., and all its related organizations or organizations which it controls, and their assumed names, whether past or present, whether for profit or non-profit, including, but not limited to: Three Angels Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Tres Anjos Broadcasting Network - LTDA (in Brazil), Association Three Angels Broadcasting Network (in Peru), 3ABN, 3ABN Philippines, Inc., Three Angels Enterprise, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music or 3ABN Radio.

The subpoena also defines "Danny Shelton" as Danny Lee Shelton, and any of his DBA's or organizations over which he has or has had control, including but not limited to D & L Publishing and DLS Publishing.

Please be advised that this letter serves as written objection to your second subpoena pursuant to Federal Rule of Civil Procedure 45.

According to attorney Jerrie Hayes, on March 7, 2008, the United States District Court for the District of Massachusetts heard a motion by 3ABN for a protective order governing the confidentiality of the ministry's financial, accounting, and bookkeeping records. As a result of that hearing, the Magistrate Judge issued an order asking that the parties submit proposed confidentiality orders for his consideration. It is our understanding that the Magistrate Judge has yet to rule on the motion to issue a protective order (he has the parties' various proposed protective orders under advisement). Since the documents you requested in your second subpoena involve the very documents which are subject to the pending motion for protective order, Gray Hunter Stenn LLP will not be making the requested documents available for your inspection or copying at this time.

In addition to the pending protective order motion, we are also objecting to your second subpoena because compliance will be unduly burdensome to Gray Hunter Stenn LLP. While you have agreed to bear the expenses for the copying, the assembling costs will be quite high. For over ten years worth of records, it will take several days for Gray Hunter Stenn LLP to gather and assemble the requested information.

April 3, 2008

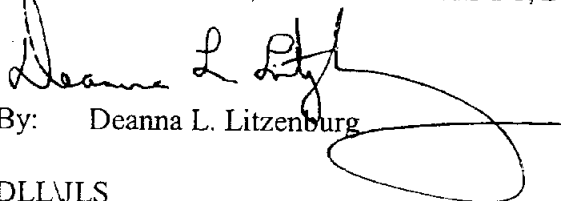
Page 3

Finally, the subpoena lacks specificity. In particular, your definition of 3ABN requires Gray Hunter Stenn LLP to speculate on the assumed names of 3ABN and the entities in which 3ABN has control over. Furthermore, your definition of Danny Shelton requires Gray Hunter Stenn LLP to speculate on the entities in which Danny Shleton has control over.

Please be advised that due to the foregoing reasons, Gray Hunter Stenn LLP will not be making the requested documents available for inspection or copying absent an order issued from the Southern District of Illinois requiring it to do so. Further, it will also require a protective order that disclosure of the documents be limited to you and your attorneys as you prepare for trial.

Very truly yours,

MATHIS, MARIFIAN, RICHTER & GRANDY, LTD.


By: Deanna L. Litzenburg

DLLVLS

Enclosure

cc: Mr. Alan Lovejoy
Gray Hunter Stenn LLP

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF ILLINOIS

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

Case No.: 08-MC-16

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

ORDER

This matter comes before the Court on the agreed motion to continue the hearing currently set for July 24, 2008 (Doc. 18). The Court **GRANTS** the motion and will be reset the hearing following the issuance of a decision by the U.S. District Court for the District of Massachusetts on the parties' respective motions to compel and for a protective order. The Court **ORDERS** that within ten days of the issuance of the Massachusetts decision, the parties shall either move to withdraw their respective pending motions or file a status report describing the matters remaining in issue. The Court further **ORDERS** that any pending deadlines for submission of briefs relating to the pending motions are hereby **VACATED**. A new briefing schedule will be issued by the Court if the matter is reset for hearing.

IT IS SO ORDERED.

Dated: July 15, 2008

s/ J. Phil Gilbert

J. PHIL GILBERT, DISTRICT JUDGE

EXHIBIT

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