

66. After the 3ABN Marks had become famous, Defendant Joy willfully intended to trade upon 3ABN's reputation and the fame of its Marks by using the Marks in the Infringing Domain, Infringing Website, Directing Website, and Infringing Metatags.

Answer of Defendants : Denied

67. The use and planned use of the 3ABN Marks by Defendant Joy has tarnished and disparaged, and thereby diluted, and is likely to continue to tarnish, disparage, and thereby dilute, the distinctive quality of and goodwill associated with the Marks.

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Answer of Defendants : Denied.

68. Defendant Joy's willful dilution of 3ABN's Marks has injured Plaintiff in an amount to be proven at trial.

Answer of Defendants : Plaintiffs are left to their proof. However, since the Plaintiffs action is frivolous, without merit and a fraud upon the court, Plaintiffs are without a remedy at law and therefore not entitled to damages.

69. 3ABN's trademarks are of enormous value, and 3ABN will suffer irreparable harm should Defendant Joy's trademark dilution be allowed to continue to the detriment of 3ABN.

Answer of Defendants : Denied

70. Defendant Joy's dilutive activities will continue unless enjoined by this Court and, with respect to these continuing violations, 3ABN has no adequate remedy at law and is therefore entitled to injunctive relief.

Answer of Defendants : Defendants assert that since the Plaintiffs action is frivolous, without merit and a fraud upon the court, Plaintiffs are without a remedy at law and therefore not entitled to injunctive relief.

**COUNT III: Defamation**

71. Plaintiffs restate and reallege Paragraphs 1 through 71 above, and hereby incorporates them by reference, as though fully set forth herein.

Answer of Defendants : Plaintiff is left to its proof as to all allegations heretofore.

72. Defendants have made numerous false statements of fact with regard to both 3ABN and its President Danny Shelton.

Answer of Defendants : Denied inasmuch as Defendants are publishing an allegation that is a restatement of a protected source or sources. Plaintiffs have been unresponsive to the allegations or have been factually challenged. Therefore, defendants are without sufficient evidence upon which to state a fact based response and request the right to supplement their response upon completion of discovery.

73. Defendants have published those statements on the Internet and at the website "www.save3ABN.com" and have thereby communicated those false statements to someone other than the Plaintiffs.

Answer of Defendants : Plaintiffs are left to their proof that any allegation is in fact false, otherwise admitted.

74. Defendants' false statements refer to Plaintiffs' trade, business and profession, contain false accusations of the commission of a crime by both Plaintiffs, and impute serious misconduct to Plaintiffs 3ABN and Danny Shelton and are therefore

defamatory per se.

Answer of Defendants : Plaintiffs are left to their proof that any allegation is in fact false.

Defendants do not recall drawing a conclusion that any accusation constitutes a criminal offense, but to the degree that Plaintiffs believe it is inferred, Plaintiff is left to their proof that such an allegation constitutes a crime vs a civil action. As to the legal determination that such allegations are defamatory per se, denied.

75. Defendants' false statements were purposefully and maliciously designed and made to embarrass, discredit, and defame 3ABN and its President Danny Shelton and

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to vitiate, dishonor, and impair the reputation and goodwill of 3ABN and its President Danny Shelton.

Answer of Defendants : Plaintiffs are left to their proof that defendants statements were, in fact, false, that there were maliciously designed, and inasmuch as said statements were made Defendants are publishing an allegation that is a restatement of a protected source or sources. Plaintiffs have been unresponsive to the allegations or have been factually challenged. Therefore, defendants are without sufficient evidence upon which to state a fact based response and request the right to supplement their response upon completion of discovery. Therefore denied.

76. Defendants' false statements have tended to and have in fact harmed the reputation and goodwill of both 3ABN and its President Danny Shelton, and have served to lower 3ABN and President Danny Shelton in the estimation of the community.

Answer of Defendants : Plaintiffs are left to their proof that defendants statements were false. Defendants are without sufficient proof to know if the statements made have done

harm and therefore, plaintiff Danny Lee Shelton is left to his proof. Therefore denied.

77. As a direct and proximate result of the damage done to Plaintiffs' reputations by Defendants' defamatory and disparaging statements, viewers have ceased support of the ministry and donors have reduced or stopped donations to 3ABN.

Answer of Defendants : Denied. Defendant re-assert that it was the actions of the Plaintiff Danny Lee Shelton, either undisciplined, endorsed or allowed by affirmation of the Board of Directors of 3ABN that resulted in the possibility, either real or imaginary, that viewers have ceased support of the ministry and donors have reduced or stopped donations to 3ABN. Therefore denied.

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**COUNT IV: Intentional Interference With Advantageous Economic Relations**

78. Plaintiffs restate and reallege Paragraphs 1 through 78 above, and hereby incorporate them by reference, as though fully set forth herein.

Answer of Defendants : : Plaintiff is left to its proof as to all allegations heretofore.

79. Defendants have made numerous false statements of fact with regard to both 3ABN and its President Danny Shelton.

Answer of Defendants : Plaintiff is left to its proof that any statement is false, but inasmuch as such a statement was made, Defendants are publishing an allegation that is a restatement of a protected source or sources. Plaintiffs have been unresponsive to the allegations or have been factually challenged. Therefore, defendants are without sufficient evidence upon which to state a fact based response and request the right to supplement their response upon completion of discovery. Therefore denied.

80. Defendants have published those statements in an effort to discredit 3ABN

and its President Danny Shelton and in order to cause present and prospective viewers and donors to the ministry to discontinue their financial support of the ministry.

Answer of Defendants : Denied. Defendant re-assert that it was the actions of the Plaintiff Danny Lee Shelton, either undisciplined, endorsed or allowed by affirmation of the Board of Directors of 3ABN that resulted in the possibility, either real or imaginary, that viewers have ceased support of the ministry and donors have reduced or stopped donations to 3ABN.

81. Defendants have intentionally interfered, tortiously and/or with improper motive or means, with 3ABN's present and prospective advantageous economic relationships with viewers and donors.

Answer of Defendants : Denied. Defendant re-assert that it was the actions of the Plaintiff Danny Lee Shelton, either undisciplined, endorsed or allowed by affirmation of the Board of Directors of 3ABN that resulted in the possibility, either real or imaginary, that viewers have ceased support of the ministry and donors have reduced or stopped donations to 3ABN.

82. As a direct and proximate result of Defendants actions, viewers and donors have discontinued their financial support of the ministry.

Answer of Defendants : Denied. Defendant re-assert that it was the actions of the Plaintiff Danny Lee Shelton, either undisciplined, endorsed or allowed by affirmation of the Board of Directors of 3ABN that resulted in the possibility, either real or imaginary, that viewers have ceased support of the ministry and donors have reduced or stopped donations to 3ABN.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury for all issues so triable.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully pray:

1. That judgment be entered in favor of Plaintiffs and against Defendants for all claims in Plaintiffs' Complaint on the grounds that Defendants have knowingly and willfully infringed upon and diluted Plaintiffs' trademarks, have willfully and maliciously defamed plaintiffs, and have willfully and intentionally interfered with Plaintiffs'

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advantageous economic relations.

Answer of Defendants to 1: Judgment be conferred in favor of defendants, that the honorable court find the Plaintiffs action is frivolous, without merit and a fraud upon the court, Plaintiffs are without a remedy at law and therefore not entitled to relief.

2. That a permanent injunction issue restraining Defendants, their agents, successors, assigns and all others in concert and privity with Defendants, from infringing on 3ABN's Marks and dilution of 3ABN's Marks.

Answer of Defendants : Pray the court find the Plaintiffs action is frivolous, without merit and a fraud upon the court, therefore, Plaintiffs are without a remedy at law and therefore not entitled to injunctive relief.

3. That a permanent injunction issue restraining Defendants, their agents, successors, assigns and all others in concert and privity with Defendants, from using the 3ABN Marks in any internet domain name, internet website name, or internet website metatags.

Answer of Defendants : Plaintiffs action is frivolous, without merit and a fraud upon the court, Plaintiffs are without a remedy at law and therefore not entitled to injunctive relief.

4. That a permanent injunction issue restraining Defendants, their agents, successors, assigns and all others in concert and privity with Defendants, from using the Infringing Domain, Directing Domain or the Infringing Website.

Answer of Defendants to 4: That the honorable court find the domain is not infringing and that the Plaintiffs action is frivolous, without merit and a fraud upon the court, Plaintiffs are without a remedy at law and therefore not entitled to injunctive relief.

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5. That Defendant Joy be ordered to immediately surrender the Infringing Domain and transfer registration of the Infringing Domain and Directing website to Plaintiff 3ABN, completing all paperwork necessary to transfer and paying all fees and costs associated with transfer of the domain registration.

Answer of Defendants : Plaintiffs are not entitled to the relief requested, there is no "Infringing Domain" or "Directing Website" and Defendant has the right to engage in non-commercial speech even if it is contrary to the public image Plaintiffs seek to display.

6. That Defendants be ordered to immediately remove from all print and electronic publications the false statements of fact alleged herein and otherwise established at trial.

Answer of Defendants : Plaintiffs action is frivolous and without merit and their assertion that any false statements have been alleged will be proven both puffery and sadly untrue.

7. That Defendants be ordered to immediately publish a retraction of the

false statements of fact alleged herein and otherwise established at trial, and to publish that retraction in the same forms and forum and to the same general and specific audience as the false statements were originally made.

Answer of Defendants : Plaintiffs are not entitled to the requested relief and that they request this be ordered of the Defendants is inconsistent with their earlier prayers that the Defendants websites be transferred to them, leaving the Defendants without a soapbox from which to publish any retractions

8. That compensatory damages be awarded to Plaintiffs in an amount to be determined at trial, but in no event less than \$75,000 (exclusive of costs and interest).

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Answer of Defendants : Plaintiffs have no claim for any damages but Defendants should be compensated for the need to defend this frivolous action which is without basis in fact or law.

9. That statutory damages be awarded Plaintiffs in an amount to be determined at trial.

Answer of Defendants : Plaintiffs request for statutory damages ignores the similar cases in which Plaintiffs were not entitled to relief, and Plaintiffs here have no entitlement to relief.

10. That Plaintiffs be awarded all costs and fees, including attorneys' fees, incurred in the prosecution of this action.

Answer of Defendants : Plaintiffs action is frivolous and without merit and as such Defendants should be granted their fair and reasonable attorney fees and costs as a sanction.



11. That Plaintiffs are awarded such other and further relief as this Honorable Court may deem just and equitable.

Answer of Defendants : Plaintiffs are entitled to no such relief but the Defendants are confident that this Honorable Court will fashion a fair and reasonable decree.

RESPECTFULLY SUBMITTED this 21st Day of May, 2007,  
for the defendants, Gailon Arthur Joy and Bob Pickle.



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Laird J. Heal, BBO # 553901  
3 Clinton Road, PO Box 365  
Sterling, MA 01564  
(978) 422-0135

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS


_____	)
Three Angels Broadcasting Network, an	)
Illinois non-profit corporation,	)
and	)
Danny Lee Shelton, individually,	)
	)
Plaintiffs	)
vs.	)
	)
Gailon Arthur Joy	)
and	)
Robert Pickle	)
_____	)
	)
Defendants	)
_____	)

C.A. No. 07-40098-FDS

CERTIFICATE OF SERVICE

I, Laird J. Heal, do certify that I am over the age of 18 years of age and on this day I have caused service of the within-enclosed Answer of Robert Pickle and Gailon Arthur Joy upon the Plaintiffs by mailing, first-class postage prepaid, to their attorney of record,

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



Laird J. Heal, BBO # 553901  
3 Clinton Road, PO Box 365  
Sterling, MA 01564  
(978) 422-0135

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# **EXHIBIT D**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

THREE ANGELS BROADCASTING  
NETWORK, INC., DANNY LEE SHELTON,  
Plaintiff

v.

GAILON ARTHUR JOY  
ROBERT PICKLE,  
Defendants

CIVIL ACTION NO. 07-40098-FDS

**CONFIDENTIALITY AND PROTECTIVE ORDER**

THE ABOVE ENTITLED MATTER came before me for hearing on March 7, 2008 upon Plaintiffs Three Angels Broadcasting Network, Inc. and Danny Lee Shelton's Motion for Protective Order (Document #40). On March 10, 2008, I invited both parties to submit a proposed Confidentiality Order. Based upon the pleadings, the written and oral submissions of the parties, the proceedings before the Court, and the file and record in this matter, this Court hereby ORDERS that, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the following protections, directives, and procedures shall govern the discovery and production of documents, information and materials by any person or entity in relation to this case.

This Order governs all documents and information produced, or to be produced by any party or third party in connection with this litigation, including documents and things produced or to be produced, any answers to interrogatories, responses to requests for admissions, and deposition and other testimony disclosed through discovery in this case (the "Subject Discovery Materials"). The Subject Discovery Materials will be used for no other purpose than this

litigation. "Confidential Information" as used herein means any type or classification of information in any of the Subject Discovery Materials which is designated as "**CONFIDENTIAL**" by one of the parties, or a third party (the "designating party"), in accordance with this Order.

Confidential Designation

1. Whenever the designating party determines that a disclosure of the Subject

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Discovery Materials will reveal matters that such party believes in good faith are not generally known or readily available to the public, and that such party deems to constitute proprietary information, confidential business or commercial information, and/or trade secrets relating to its business, such party has the right to designate such information as confidential. In the case of written information, this designation must be made by marking the page or pages where such Confidential Information is contained, "**CONFIDENTIAL**", either prior to its disclosure to the other party (the "receiving party"), or at the time a copy(ies) of such written information is provided to the receiving party.

Any party wishing to designate a document as Confidential Information shall first discuss with the requesting party whether the production of the requested information in redacted form would be satisfactory, or if some other accommodation regarding the document(s) can be reached. If after consultation, the parties are unable to come to agreement regarding the production in redacted, or other form, they shall confer per Local Rule 37.1. Thereafter, the requesting party may move to compel the production of the document(s) at issue and the

responding party shall file the documents at issue with the court under seal per the provisions of Local Rule 7.2. as part of their opposition to the motion to compel.

### Depositions

2. In the case of a deposition or other testimony, testimony containing Confidential Information shall be designated "**CONFIDENTIAL**" either at the time of testimony or within two weeks of receipt of the written transcript. Until such designations are made, the transcript must not be disclosed by the non-designating party to persons other than those persons named or approved according to Paragraph 4 herein.

At any time during the taking of a deposition on oral examination, counsel for the designating party may state that a particular line of questioning should be treated as "**CONFIDENTIAL**" as in the case of written disclosures of information covered by Paragraph 1 above. Counsel for the parties shall then determine whether the line of questioning should not be carried out at that particular time, or whether it should be carried out with the following conditions:

a. The reporter may be instructed to transcribe the questions and answers separate from the transcript for the remainder of the deposition, which pages shall be marked as "**CONFIDENTIAL**".

b. During any time that the line of questioning involving Confidential Information is being followed, any and all representatives of the receiving party other than counsel, parties, and outside experts subject to the terms of this Agreement as evidenced by the signing of a document in the form of **Exhibit A** attached hereto and served on opposing

counsel prior to disclosure of such Confidential Information may be excluded from the deposition.

c. Any other conditions mutually agreeable to the parties to protect the confidential status of the information.

Use of Confidential Information

3. If any non-designating party or their counsel intends to use at trial, or for the purpose of any motion filed with the Court, any documents, interrogatory answers, deposition testimony, or other discovery responses which have been designated as Confidential Information, he/she shall so advise designating party's counsel seven (7) days prior to such use, and counsel for all parties shall confer in an effort to agree upon a procedure to maintain the confidentiality of such Confidential Information. If no agreement is reached, the matter shall be submitted to the Court by the party opposing the use of Confidential Information by motion with the material at issue filed under seal per the provisions of Local Rule 7.2.

Use of Information Designated "Confidential"

4. All Subject Discovery Materials that are received by either party pursuant to pretrial discovery in this action that have been designated by the other party as containing or comprising Confidential Information must be retained by the receiving party and must not be furnished, shown or disclosed to any other person, except that, and solely for the purposes of this action, any such Confidential Information may be disclosed by counsel to "Qualified Persons."

Qualified Persons as used herein means:

i. the Board of Directors, officers or internal experts of receiving party, on a strict need-to-know basis;

- ii. legal counsel involved in the present action, including in-house counsel for each party;
- iii. any litigation assistant or paralegal employed by and assisting such counsel, and stenographic, secretarial or clerical personnel employed by and assisting such counsel in this action;
- iv. any court reporter or typist recording or transcribing testimony given in this action; and
- v. outside experts subject to the terms of this Agreement as

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evidenced by the signing of a document in the form of **Exhibit A** attached hereto and served on opposing counsel prior to such disclosure of Confidential Information.

5. In the event that counsel for the receiving party finds it necessary to make a disclosure of Confidential Information pursuant to Paragraph 3 above to a person other than a Qualified Person, including designated experts who are assisting counsel in the prosecution or defense of this action and who shall not otherwise be employed by or be a consultant to the receiving party, counsel for such party must, no less than ten (10) days in advance of such disclosure, notify the producing party's outside trial counsel in writing of:

- i. the Confidential Information to be disclosed; and
- ii. the person(s) to whom such disclosure is to be made.

The producing party or their outside trial counsel has ten (10) days after receipt of the written notice within which to object in writing to the disclosure and, in the event objection is made, no disclosure will be made without Court Order. If no objection is made or if an Order of Court permits the disclosure, counsel for the receiving party must, prior to the disclosure, inform the individual to whom the Confidential Information is to be disclosed as to the terms of this



Agreement, and have the individual acknowledge this in writing by signing a document in the form of **Exhibit A** attached hereto, the executed document to be served on the producing party within ten (10) days of the signing, acknowledging that he/she is fully conversant with the terms of this Agreement and agrees to comply with it and be bound by it.

6. If a producing party inadvertently produces to a receiving party any document that it deems confidential without designating it as Confidential Information, upon discovery of such inadvertent disclosure, the producing party must promptly inform the receiving party in writing, and the receiving party shall thereafter treat the document as Confidential Information under this

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Stipulation.

7. Neither party is obligated to challenge the propriety of any Subject Discovery Materials designated as Confidential Information, and a failure to do so in this action does not preclude a subsequent attack on the propriety of the designation.

8. This Agreement shall not preclude any party from using or disclosing any of its own documents or materials for any lawful purpose.

/s/Timothy S. Hillman  
TIMOTHY S. HILLMAN  
MAGISTRATE JUDGE

April 17, 2008

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

<p>* ,</p> <p>Plaintiff</p> <p>v.</p> <p>* ,</p> <p>Defendant</p>
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CIVIL ACTION NO.

I, \_\_\_\_\_, hereby declare under penalty of perjury that:

I confirm that I have read the Stipulation of Confidentiality and Protective Order (the "Stipulation") entered in this case.

I hereby confirm that:

a. I will maintain the confidentiality of the Confidential Information in accordance with the Stipulation, and will use, store and maintain such documents in accordance with the Stipulation so as to prevent the disclosure of such Confidential Information to any unauthorized person.

b. I will use any Confidential Information imparted to me solely for the purpose of the above litigation, and I will make no commercial use or any other litigation or non-litigation use of any part of such Confidential Information and shall not assist or permit any other person to do so.

c. Upon the earlier of: (i) demand of counsel of record for the party who supplied the Confidential Information to me or (ii) within 30 days after the final termination of instant litigation, including appeal, I will return all Confidential Information and all copies thereof, including all notes, abstracts, summaries and memoranda relating thereto which contain any of the substance thereof, to the person or party from whom I received the Confidential Information.

I agree to be fully bound by the Stipulation and I hereby submit to the jurisdiction of the United States District Court for the District of Massachusetts, for purposes of enforcement of the Stipulation and this undertaking.

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Address:

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# **EXHIBIT E**

Mar-17-2008 16:33

From-GRAY HUNTER STENN

6189933991

T-828 P.002/006 F-870

1354 County Highway 21  
Halstad, MN 56548  
(218) 456-2568  
March 13, 2008

Alan Lovejoy, CPA  
Gray Hunter Stenn LLP  
2602 W. DeYoung  
P.O. Box 1728  
Marion, Illinois 62959

Dear Alan:

On April 6, 2007, Danny Shelton and 3ABN filed suit against Gailon Arthur Joy and myself in federal court. Among other things, the complaint filed with the lawsuit states:

46. Gailon Joy and Robert Pickle have published numerous untrue statements that 3ABN and its President Danny Shelton have committed financial improprieties with donated ministry funds. Among those untrue statements made by Joy and Pickle are, *inter alia*, that: ...

e. The 3ABN Board of Directors has failed in its responsibility to oversee and manage 3ABN's financial assets. ...

g. 3ABN Board members have personally enriched themselves as officers and directors of 3ABN in violation of the Internal Revenue Code.

h. Danny Shelton wrongfully withheld book royalties from 3ABN and refused to disclose those royalties in proceedings before a court of law related to the distribution of marital assets.

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

In preparing our defense against these and other allegations, we need to examine various financial documents concerning Danny Shelton, 3ABN, their DBA's, and the corporations they have jointly or separately controlled, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and DLS Publishing. Thus we are asking for documents pertaining to such that either you or Gray Hunter Stenn LLP possess.

At the same time we want to avoid Gray Hunter Stenn LLP having to incur any copying expenses, and thus, unless you have another suggestion, we would provide our own equipment to do the copying with and would do our own copying.

We have chosen the date of January 1, 1998, to commence with because we have documented transactions in that year and onward that could be considered private inurement.

Mar-17-2008 16:33

From-GRAY HUNTER WYNN

6189933981

T-828 P.003/006 F-870

March 13, 2008  
page 2

We would imagine that it might be more convenient for both you and us if we inspect and copy these documents at your offices there in Marion, but just in case this is not convenient for you, we have reserved a room on the lower floor of Sam C. Mitchell & Associates in West Frankfort for April 17, 2008, at 8am.

Given the possibility that the volume of material may be more than one can go through in a day, we have reserved a room for the 21st as well. Perhaps when you have an idea of how many years of documents you have in your possession, and whether a foot high of work papers is about the average amount per year, you could let me know so I can better plan the length of time the room really needs to be reserved for. And you can let me know if you would prefer that we do the inspecting and copying at your offices instead.

Attorney Litzenburg indicated, as I recall, that we would be forced to file a motion to compel in U.S. District Court there in Southern Illinois before being able to obtain any documents whatsoever. We hope that will not be necessary, as we would then need to request the court to award us our reasonable expenses in so doing.

Danny Shelton and 3ABN chose a venue of Massachusetts for their federal lawsuit. When considering federal questions, federal privilege law applies (see Federal Rule of Evidence 501), and there is no accountant-client privilege in federal law for a case such as this one

Thanks so much for your assistance.

Sincerely,

  
Bob Pickle, *pro se*

Gailon Arthur Joy, *pro se*

cc: Deana Litzenburg

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# **EXHIBIT F**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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

Case No.: 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

**DEFENDANT ROBERT PICKLE'S REQUESTS FOR PRODUCTION OF  
DOCUMENTS AND THINGS TO PLAINTIFF THREE ANGELS BROADCASTING  
NETWORK, INC. (FIRST SET)**

**TO: To Three Angels Broadcasting Network, Inc., and its counsel of record, Jerrie M. Hayes, Suite 1300, 100 Washington Avenue South, Minneapolis, MN 55401.**

**NOTICE**

PLEASE TAKE NOTICE that You are hereby requested and required to produce the following documents and things for inspection and copying within thirty (30) days of the date of service herein pursuant to Federal Rule of Civil Procedure 34. The documents and things should be produced for inspection and copying at either the offices of 3ABN in Thompsonville, Illinois, or the office of Robert (Bob) Pickle, 1354 County Highway 21, Halstad, Minnesota, 56548.

**INSTRUCTIONS**

Unless otherwise stated, the time period for these requests is limited by the definitions under Plaintiff-related issues, and in every case extends through the present and thereafter on a continuing basis until the disposition of the trial of this matter.

Any references to a person or corporation herein includes agents, employees, officers, directors, attorneys, or anyone acting on behalf of that person or corporation.

If any request for document herein is deemed to call for the production of privileged or work product materials and such privilege or work product claim is asserted, You are to "make the claim expressly and ... describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or



protected, will enable other parties to assess the applicability of the privilege or protection” (Federal Rule of Civil Procedure 26(b)(5)(A)).

If any document requested herein was at one time in existence but has been lost, discarded or destroyed, identify such document as completely as possible, providing as much of the following information as possible:

1. the type of document;
2. the document's date;
3. the date or approximate date the document was lost, discarded or destroyed;
4. the circumstances under which and the manner in which the document was lost, discarded or destroyed;
5. the reason or reasons for disposing of the document (if discarded or destroyed);
6. the identity of all persons authorized or having knowledge of the circumstances surrounding disposal of the document;
7. ~~the identity of the person(s) who lost, discarded, or destroyed the document; and~~
8. the identity of all persons having knowledge of the contents of the document.

Your attention is directed to Federal Rule of Civil Procedure 34(b), which requires that any party who produces documents for inspection shall “produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories of the request,” “unless the parties otherwise agree.” In this connection, and for purposes of illustration, it is requested that all non-electronically-stored documents requested be produced in the file folders and cartons in which they have been maintained and stored, clipped, stapled or otherwise arranged in the same form and manner as they were found. If You instead choose to produce the documents requested corresponding with the categories in the request, it is requested that You identify the file folders, drawers or cartons in which the documents were originally maintained.

If You agree, You may alternatively produce non-electronically-stored documents in a readily accessible electronic format, scanned at a minimum of 200 dots per inch (or higher if the font size is smaller than 10.5 pts.), and with the contrast between text and background adjusted such that the text stands out as sharply from the background as practical, given the color and quality of the original, as long as by so doing the copy produced is a true, faithful, complete, and readable copy of the original.

Electronically-stored information should be produced in a reasonably usable form or forms, taking into account the need for the receiving party to have the same ability to access, search, and display the information as the producing party. Email should be produced with all headers added by servers and computers left intact. An index of all electronically-stored information should be produced.

Documents that are available in multiple forms, one of which is electronically-stored and of reasonable quality, and one of which is not electronically stored, may be produced once and should be produced in an electronically-stored form, provided that that form meets the criteria of the previous paragraph, and that the forms are identical as to content, including but not limited to notations or commentary added to the document, whether those additions be handwritten or not.

Any response to these requests shall set forth the request in full before each response. Separate responses shall be provided with respect to each request. If, after a good faith search, You conclude that there have never been documents responsive to a particular request, You should so state.

You are required to supplement Your responses to these Requests for Production of Documents in accordance with the provisions of the Federal Rules of Civil Procedure.

**You are hereby put on notice that objection will be made at the time of trial to any attempt to introduce evidence which is directly sought by these requests and to which no response or disclosure has been made.**

### DEFINITIONS

As used herein, the following words and phrases shall have the following definitions, whether or not a request specifically says, "as defined in Definitions":

1. **Document** shall have the broadest possible meaning permitted under applicable law, and shall include any written, recorded or graphic material of any kind, including the originals and all non-identical copies, including those materials in electronic form, that is or has been in Your possession, control or custody or of which You have knowledge, including, but not limited to: documents, letters, correspondence, e-mail, memoranda, notes, invoices, bulletins, calendars, diaries, contracts, agreements, letters, telegrams, minutes, reports, studies, checks, statements, receipts, vouchers, invoices, summaries, pamphlets, blueprints, specifications, drawings, sketches, interoffice and intraoffice communications, stenographic or handwritten notes of any sort of conversation, telephone calls, meetings or other communications, agendas, computer printouts, graphical records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures), electrical data compilation, electronic mail, computer files or documents, computer disks, computer programs, computer software, tapes and all other tangible things upon which any handwriting, typing, printing, drawing, representation, photocopy, magnetic, electrical or optical impulse, data, or other form of communication is stored, recorded, or reproduced, and preliminary drafts and non-identical copies of the above. The term also includes each and every file folder, folio or other material in which the above items are stored, filed, or maintained as well as every copy of such documents where the original is not in Your possession, custody or control, or where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original.

2. **Date** means the exact day, month and year, if ascertainable, or the best available approximation thereof, including relationship to other events (designated whether exact or approximate).

3. **Defendants** mean Defendants Robert Pickle and Gailon Arthur Joy.

4. **Plaintiff Shelton** means Danny Shelton, and D & L Publishing, DLS Publishing, or any related DBA's or organizations (or their assumed names) over which Danny Shelton exercises control (other than 3ABN), whether past or present, including any directors, officers, employees, volunteers, agents or attorneys of the same.

5. **3ABN** means Plaintiff Three Angels Broadcasting Network, Inc., and all its related organizations, and their assumed names, whether past or present, including but not limited to Three Angels Broadcasting, Inc., Three Angel's Broadcasting School, Inc., Broadcast Communications Service, Inc., Three Angels TV & Radio Broadcasting Network (in Russia), Three Angels Enterprises, L.L.C., Crossbridge Music, Inc., 3ABN Books, 3ABN Music, or 3ABN Radio. Wherever generally accepted accounting principles in the United States require the inclusion of financial data from related organizations that are separate legal entities, requests for

documents from *3ABN* will also be for all documents pertaining to all such financial data from all such organizations, including but not limited to Tres Anjos Broadcasting Network - LTDA (Brazil), Association Three Angels Broadcasting Network (Peru), and 3ABN Philippines, Inc. (Philippines), as well as for documents pertaining to whatever underlying detail for that data is required by such principles to be accessible, in the possession of, or reviewed by 3ABN.

6. *Any* and *all* are used in such a manner that a request seeking any documents would result in the production of the same number of documents as would a request seeking all documents, and that number of documents would be the greater one of the two results if a more exclusive meaning of either or both words were used instead.

7. *Or* and *and* are used in the inclusive sense (i.e. "and/or"). Thus, if a request seeks all documents relating to "A, B, or C" or "A, B, and C," You are to produce all documents relating to A, B, and C individually, as well as in any combination thereof.

8. *Sale* means the giving of an item in exchange for compensation, whether or not the compensation is accounted for or considered as a donation or as a receipt of sales revenue, or whether or not the compensation is accounted for or considered as covering only the cost of shipping or handling.

9. *You* or *Your* means 3ABN, or its directors, officers, agents, representatives, employees, assigns or attorney(s), or whoever prepares the Responses to these Requests for the Production of Documents and Things.

10. *Employee* means anyone who performs services for 3ABN, whether past or present, whether paid or not, over which 3ABN exercises the typical control of an employer-employee relationship, including but not limited to the dictation of the way or manner, or the time and place where those services must be performed.

11. *Independent contractor* means anyone who performs services for 3ABN, whether past or present, who is not an employee as defined above.

12. *Key employee* means any employee or independent contractor who serves as an officer, director, or department head, answers directly to the president or to Plaintiff Shelton, hosts their own program or appears regularly on 3ABN broadcasts, or who exercises a significant leadership role at 3ABN, whether past or present.

13. *Board* or *3ABN Board* means the Board of Directors of 3ABN (as 3ABN is defined above), or the entity or entities that has or have been called by the name "Small Board" or some similar or equivalent term.

14. *Relative* means anyone related by marriage or by blood to the individual in question or to their spouse, whether parent, child, grandparent, grandchild, sibling, nephew, niece, aunt, uncle, first cousin, or first cousin once removed, and in the case of Plaintiff Shelton, it also includes cousins up to and including the third degree and up to and including twice removed.

15. *ASI* means Adventist-laymen's Services and Industries or ASI Missions, Inc.

16. *Plaintiff-related Issues* means any or all of the following issues, topics, questions, or decisions that are applicable to the particular request making use of this term, whether or not a specific issue, topic, or question is also referred to in that request.

#### **Real Estate Issues**

a. All real estate transactions in or around 1993 between Charles E. Lane and 3ABN or between Charles E. Lane and Plaintiff Shelton, or subsequent real estate transactions dealing with the same properties involved in those transactions.

b. The 1996 granting of a life estate to Plaintiff Shelton in the house at Route 3 Box 10, Thompsonville, Illinois, the 1998 deeding of that same house in his name, the September 25, 1998, sale of that same house to Plaintiff Shelton for \$6,129 or \$6,139, and the October 2, 1998, sale of that same house by Plaintiff Shelton to Elora Ford, and all agreements involved in these transactions between any of the parties involved.

c. The recent gift of land from 3ABN to Plaintiff Shelton, and any agreements with Plaintiff Shelton related to that transaction.

d. Any attempted or successful transfer of real property to Brandy Shelton, before or after her marriage to Plaintiff Shelton, or to any person for which compensation in an amount equal or greater to fair market value was not paid.

#### **Private Inurement Issues Other Than Real Estate**

e. All benefits (other than what is reported as income on 990's, W-2's, or 1099's) received directly or indirectly by Plaintiff Shelton, or by any director, officer, ~~employee, key employee, or independent contractor of 3ABN, or any relative thereof, or~~ by organizations over which such individuals exercise substantial influence or control, including but not limited to low-interest or interest-free loans, love gifts, the sale or gift of goods donated to or assets of 3ABN, including but not limited to purchases by Tammy Chance or her relatives of products offered for sale on eBay or antique furniture purchased by Shelley Quinn, or the production, purchase, fulfillment, or promotion of products authored, manufactured, published, distributed, controlled, sold, or patented by such individuals, any direct or indirect payments made in connection with those products, or the hiring, contracting, or use of legal services for the private benefit of such individuals, including but not limited to the cease and desist letters written by D. Michael Riva on behalf of Tommy Shelton on June 13, 2003, and January 5, 2007, representation in the instant dispute for Plaintiff Shelton, individually, the separation contract between 3ABN and Linda Shelton by which Plaintiff Shelton secured her agreement to not say anything critical of her then husband and soon-to-be-ex-husband, or any personal travel expenses by any person, such as the alleged travel by Kenny and Chris Shelton to visit Brenda Shelton, if paid for directly or indirectly by 3ABN.

#### **Accounting and Financial Issues**

f. The reporting on financial statements and Form 990's of the sales of books, CD's, videos, cassettes, or other items sometimes as sales, and sometimes as items given away in exchange for donations, and in particular, why such an accounting change was made in 2004.

g. Allegations of embezzlement made against any director, officer, employee, key employee, or independent contractor of 3ABN, including but not limited to any allegations made against Emma Lou Shelton arising from her employment prior to her being hired by 3ABN.

h. Non-receipt-documented expenditures, failure to include such expenditures made by employees on W-2's or by independent contractors on 1099's, the final approval of W-2's by Plaintiff Shelton, the expensing of expenditures that generally accepted accounting principles require the capitalizing of instead, and the facilitating of any such practices by the 3ABN Board, or by any director, officer, employee, key employee, or independent contractor.

i. Bills and invoices submitted to 3ABN by Nicholas Miller, all versions thereof, and all controversies or questions arising therefrom.

j. Direct or indirect payments made to Brandy Elswick at any time, including but not limited to payments made to third parties who then made payments to her, third parties including but not limited to True Step Ministries or Cherie Peters.

**Pedophilia, Sexual Harassment and Misconduct, and Similar Moral Issues**

k. The child molestation or sexual misconduct allegations made against Tommy Shelton by any individual at any time during 3ABN's existence, or by Plaintiff Shelton from the first commencement of Tommy Shelton's pastorate at the Ezra Church of God onward, including but not limited to allegations made by Derrell Mundall around 1991, Roger Clem from 2003 onward, Duane Clem from 2007 onward, and Plaintiff Shelton at any time, the way that and by whom those allegations were dealt with, including but not limited to the use of letters, threats of bodily harm or litigation, slander, libel, defamation, or monetary or other compensation, including how and by whom such approaches were paid or bartered for if any form of direct or indirect compensation was given in exchange for service rendered, and the employment or independent contractor history at or for 3ABN for Tommy Shelton and for any registered or convicted sex offenders who have worked at 3ABN, including but not limited to Herb Grimm and Bill Cochran.

l. For purposes of comparison with the case of Linda Shelton, any allegations of child molestation, sexual misconduct, inappropriate relationship(s), adulterous affair(s), incest, or unwed pregnancy against a relative of Plaintiff Shelton serving as an independent contractor, or against a director, officer, employee, or key employee of 3ABN, including but not limited to any allegations made against Tammy Chance, Tammy Larson, Melody Shelton, Kenny Shelton, Plaintiff Shelton, or Linda Shelton, the events and history that corroborate Plaintiff Shelton's August 5, 2006, claim that Brandy Elswick had been chasing him for seventeen years, the concerns that 3ABN personnel and directors had about Plaintiff Shelton's relationship to Brandy Elswick, and his reactions to those concerns.

m. Instructions to staff regarding how to address questions regarding the above allegations, including but not limited to Melody Shelton's unwed pregnancy.

**Wrongful Termination, Dispute Resolution, or Related Issues**

n. The case of Linda Shelton from January 1, 2004, onward, including but not limited to who paid for and arranged for any form of surveillance, the existence, acquirement, or use of evidence that includes without limitation phone card and other phone records, and audio and video recordings, who would and would not have access to such evidence, the formation of the special committee in 2004 to investigate the situation, requests from 3ABN to Linda Shelton that she (or her son) change her personal marriage counselor(s) or (their) physician, the May 4, 2004, ultimatum communicated by Walt Thompson, the separation agreement between 3ABN and Linda Shelton, any expected effect on donations to or the financial health of 3ABN from the story that Linda Shelton had abandoned her marriage or ministry, her subsequent slating for church discipline in the fall of 2005 and the unwillingness of any individual to allow her to speak in her own defense at that church trial, and the refusals to allow Linda Shelton a

hearing before the 3ABN Board, including but not limited to the refusal of December 2005.

o. The complaints, firing, and appeal of Ervin Thomsen, Kathi Bottomley, Trenton Frost, and Oriana Frost concerning Leonard Westphal's alleged statements about Hal Steenson being a fat slob or fat drunk, his other alleged inflammatory comments about Mollie Steenson, Plaintiff Shelton, and the 3ABN Board, his alleged temper or tirades, his alleged racial slurs or discriminatory practices, and his being featured as a front-page story in *3ABN World* after the firings, and all decisions by directors and officers in this matter.

#### **Damage Control Issues**

p. Whether directed against the Defendants, Save3ABN.com, an internet forum or other website containing concerns or criticism (or the authors thereof), Nicholas Miller, Linda Shelton, *Adventist Today*, or any other person or entity, the sending of ~~cease and desist letters to intimidate, silence, or persuade, the use of TV broadcasts to~~ counter critics, and the spreading of critical, slanderous, libelous, or defamatory rumors or statements via internet postings, broadcasts, email, phone calls, or other means, whether made by any 3ABN director, officer, employee, key employee, independent contractor, or any relative thereof, or whether made by supporters, agents, or attorneys of 3ABN, including but not limited to allegations of lies, embezzlement, making threats on the lives of Plaintiff Shelton or his family, or posing as a doctor.

q. The authorship and approval of the scripts or notes for the December 31, 2006, tribute to alleged pedophile Tommy Shelton, including but not limited to the use of statements about ferries, Tommy Shelton as a traveling companion, and Tommy Shelton's predecessor, and of the scripts and notes for the August 10, 2006, broadcast that explicitly or implicitly likened Plaintiff Shelton to Moses and John the Baptist, Linda Shelton to Herodias, and Alyssa Moore to Salome.

r. The cessation of appearances of individuals on 3ABN programs after disagreeing with Plaintiff Shelton, individuals including but not limited to Barbara Kerr and David Gates, and the subsequent attempts by 3ABN-related individuals to hinder their future ministries or employment, including but not limited to that of Barbara Kerr and Derrell Mundall.

#### **ASI and ASI Hearing Issues**

s. All requests to ASI for assistance from January 1, 2004, onward, the reasons, decision(s), and action(s) for suddenly agreeing to allow Linda Shelton to have a hearing before a panel under the auspices of ASI, in contrast to prior denials to requests for hearings, the rationale for prohibiting any discussion of any other topic, including but not limited to the child molestation allegations against Tommy Shelton, and for keeping this prohibition a secret for ten weeks, all drafts or editions of the "Procedural Suggestions" of October 31, 2006, and Harold Lance's January 24, 2007, statement, along with dates, blind copy data, and information that indicates who received, contributed to, or authored these documents, including but not limited to the altered version of Harold Lance's statement that was posted on 3ABN's website, all references to Defendant Pickle's employment, whether actual or suspected, whether past, present, or future, all reference to Defendant Pickle's application to ASI for membership, and the type and amount of support, whether financial or otherwise, whether from ASI to 3ABN

or 3ABN to ASI, whether bartered for, paid, or granted, at any time in 3ABN's existence.

### **Publishing Issues**

t. The formation of 3ABN Books or similar entities, including but not limited to the makeup of its committees, partnerships with Pacific Press, Remnant Publications, or other entities, and arrangements, policies, or guidelines for production, manufacturing, printing, inventorying, and distribution of royalties and other payments, whether written in policy or in actual practice.

u. All payments, whether direct or indirect, whether bartered or not, related to purchases of or royalties for any products, including but not limited to books, pamphlets, CD's, and videos, made to or from Plaintiff Shelton, DLS Publishing, or D & L Publishing, and all payments, whether direct or indirect, related to purchases of or royalties for any materials authored or otherwise created, in whole or in part, by any 3ABN director, officer, employee, key employee, or independent contractor, or any relative thereof, made to or from Pacific Press, Remnant Publications, or any other publisher, press, manufacturer, individual, or entity, when a benefit, monetary or otherwise and not reported as salary on a W-2 or 1099 issued by 3ABN, is received by that individual, and the identification, history, or location of all assets or inventory of D & L Publishing, DLS Publishing, or any other entity controlled by Plaintiff Shelton other than 3ABN.

v. The publishing of *Antichrist Agenda* by DLS Publishing as claimed by *Antichrist Agenda* in 2004, instead of by 3ABN Books as claimed in *Mending Broken People* in 2005.

w. The printing or publishing of *Ten Commandments Twice Removed* by DLS Publishing, Pacific Press, Remnant Publications, or any other press or publisher.

x. The identify of the publisher referred to in Note 14 of 3ABN's 2005 audited financial statement, or that identify the persons related to the president, and the corporation controlled by such a person, referred to in Statement 12 of 3ABN's 2006 Form 990.

### **Sound Center or 3ABN Music Issues**

y. The formation of 3ABN Music, Crossbridge Music, Inc., or other entities involved with music, including but not limited to the makeup of committees, partnerships with Avid Group or other entities, and the arrangements, policies, or guidelines for production, manufacturing, inventorying, and distribution of royalties and other payments, whether written in policy or in actual practice.

z. The operation of the 3ABN sound center, remuneration of employees, key employees, or independent contractors working therein, accounting practices pertaining to activities or services performed or rendered by or in the 3ABN sound center, and the fees charged to those benefitting from such activities or services, whether for studio rental or otherwise, whether charged by 3ABN or others, whether written in policy or in actual practice.

### **Government Investigation Issues**

aa. All investigations or actions whether civil or criminal, whether domestic or foreign, whether past or present as of now or anytime prior to trial, by the Internal Revenue Service, the Illinois Department of Revenue, the California Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the Federal Communications Commission, or any other federal, state, county, or local legal authority, or any proceedings arising from any individual or entity filing suit or complaints, regarding 3ABN, Plaintiff Shelton, or his relatives, whether or not those investigations resulted in charges or penalties, including but not limited to initial contacts or complaints, any subpoena or warrant served to any 3ABN director, officer, employee, key employee, independent contractor, or any relative thereof, for the production of records or the giving of testimony, responses, consent decrees or stipulations, fines, excise taxes, penalties assessed or paid, or any other civil or criminal proceedings.

### **Administration, Board, and Theological Issues**

bb. The need of and reasons for seeking a replacement in part or in whole for Plaintiff Shelton as 3ABN president, all agreements made with Plaintiff Shelton in connection with his being replaced, the role of Plaintiff Shelton or others in searching for, selecting, or vetting Plaintiff Shelton's replacement, the expected or anticipated timetable for Plaintiff Shelton's lying low and reappearance on the scene, the qualifications or characteristics sought for in a replacement, including but not limited to whether or not that replacement would seek to rectify past (and ongoing) mistakes, and Jim Gilley's position and his statement to the board that he would not seek to rectify such mistakes or even investigate whether mistakes had been made.

cc. The decision or decisions to deny the Defendants the privilege of speaking to the 3ABN Board regarding their various concerns about Plaintiff-related Issues, regardless of by whom such a decision or decisions were made.

dd. Whether Plaintiff Shelton is a prophet, whether he has had visions or dreams, and if so, the dates, nature, and content of all such, whether he is considered "the Lord's Anointed," whether he can be subjected to the correction of either church or state, and whether the positions on these points are standard Seventh-day Adventist theology or a deviation therefrom.

ee. John Lomacang's teachings on the seven trumpets, and the reactions thereto of the public, and of any 3ABN director, officer, employee, key employee, or independent contractor, or of any relative thereof, including but not limited to the reactions of Hal Steenson.

ff. The identity of all the 3ABN individuals or entities that made decisions regarding any of the above issues, as well as all agreements made with any parties concerning any of these issues.

### **REQUESTS**

**Request No. 1:** All minutes and other documents of the 3ABN Board for the entire length of time of 3ABN's existence, and on an ongoing basis.

**Request No. 2:** All minutes and other documents of all executive committee(s) of 3ABN, or subcommittee(s) of the 3ABN Board that pertain to concerns, discussions,



investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not included in Request No. 1. If less cumbersome, costly, or time-consuming for You, You may choose to produce all documents of such entities from January 1, 1991, onward for our inspection or copying.

**Request No. 3:** All minutes and other documents of all 3ABN departmental or division board(s), committee(s), subcommittee(s), or book committee(s), including those of 3ABN Books, of 3ABN Music, and of any other departments or divisions, whether domestic or foreign, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, whatever is not already included in Requests Nos. 1 or 2. If less cumbersome, costly, or time-consuming for You, You may choose to produce all minutes and other documents of such board(s), committee(s), or subcommittee(s) from January 1, 1991, onward for our inspection or copying.

**Request No. 4:** All reports or correspondence, such as letters, memos, notes, electronic mail, or other communication, or other documents authored, handled, read, reviewed, sent, or received by independent contractors who are relatives of Plaintiff Shelton, or by any 3ABN officer, director, department head, employee, or key employee, or any relative, agent, or attorney thereof, whether past or present, that pertain to concerns, discussions, investigations, actions, or decisions regarding any Plaintiff-related Issues, the Defendants, [Save3ABN.com](http://Save3ABN.com), or any internet forum or other website containing concerns or criticism about one or both Plaintiffs, including but not limited to the open letters reported to be sent by Tommy Shelton or Carol Shelton to the Community Church of God in early 2007, the receipt for a pregnancy test purchased in 2004, and the trial transcript of the administrative hearing before Judge Barbara Rowe, whatever is not already included in Requests Nos. 1, 2, or 3. If less cumbersome, costly, or time-consuming for You, You may choose to produce from January 1, 1991, onward all documents for our inspection or copying that are associated in the stated ways to the stated individuals.

**Request No. 5:** All corporation documents, including but not limited to articles of incorporation, charters, by-laws, or annual filings, for 3ABN as 3ABN is defined under Definitions, including the originals and all revisions thereof, including but not limited to Three Angels Enterprises, LLC, Crossbridge Music, Inc., and all organizations related to 3ABN, including without limitation all such organizations formed in other countries, and documents identifying all 3ABN-related organizations or 3ABN affiliates, whether or not consolidated, whether past or present, including without limitation 3ABN Latino, 3ABN Africa, 3ABN Australia, 3ABN Canada, 3ABN Nigeria, and 3ABN India.

**Request No. 6:** All revisions of employee handbooks pertaining to 3ABN as defined under Definitions, including but not limited to those of departments or divisions, and all policies pertaining to accounting, finance, fraud, rental or sale of assets or things owned by or donated to 3ABN, and Plaintiff-related Issues. If less cumbersome, costly, or time-consuming for You, You may choose to produce all policies for our inspection or copying, along with all employee handbooks.

**Request No. 7:** All documents containing the 3ABN Story, all documents referencing a promised \$100,000 donation of video equipment by Hal Steenson or his church or ministry, and all documents containing public or private admissions that the promised donation never took place.

**Request No. 8:** All issues of *3ABN World* (or its predecessor newsletter) and *Catch the Vision* from all years of 3ABN's existence, and issues of other periodical-type publications

or catalogs from January 1, 1998, to the present, in machine readable format (PDF preferred) when extant, or in readable printed or scanned format otherwise.

**Request No. 9:** For 3ABN as defined under Definitions, from 1998 onward, and for all years such statements were filed with any government entity or official, all financial statements, audited or not, with attached notes, supplementary information, and auditor's report, as applicable, all engagement, management, and management representation letters pertaining to auditor(s), all unredacted Form 990's (or other applicable tax returns, including but not limited to those for Three Angels Enterprises, LLC, and Crossbridge Music, Inc.), with all supporting schedules, statements, or forms, all documents and records which break down the figures for contributions on these documents into annual or monthly (a) amounts received in exchange for the sale of books, cassettes, videos, CD's, clothing, or other items, (b) amounts arising from charitable gift annuities or revocable trusts, (c) amounts arising from tithe from Plaintiff Shelton or any other person (with sufficient detail to identify the amount of tithe coming from Plaintiff Shelton), and (d) amounts arising from contributions of other sorts, all documents that provide a basis for breaking down 3ABN income and expenses by related organization, including without limitation the 3ABN Sound Center, 3ABN Music, 3ABN Books, and 3ABN organizations in foreign countries, and all documents containing all detail associated with all revenue and expenses on the Form 990's, financial statements, or related documents, that are categorized as "Auto," "Bad debt," "Inventory write-down," "Contract labor," "Contributions receivable," "Cost of goods sold" or "given away" or any variation thereof, "Credit card fees," "Interest" expense, "Love gifts," "Miscellaneous," "Music production," "noncash" contributions, "Other changes in net assets" (line 20 of Form 990), "Other" expenses, "Other revenue," "School subsidy," or "Special projects," whether or not the categories containing expenses of these types are labeled exactly this way.

**Request No. 10:** All documents which demonstrate the reconciled differences between the financial statements and the Form 990's produced under Request No. 9, including the line items comprising Total Assets for 2003, all documents that explain the \$46,158 adjustment to net assets in 1999, that explain the \$3,387,100 investment in land booked in 2002 and the adjustment to its value in 2005, and that explain any other adjustments, all documents that explain the change in accounting for sales of all items other than "satellites" between 2003 and 2004, all documents that give the detail for securities capitalized in 2005, the schedule required by line 54 of the 2005 Form 990, all documents pertaining to opinions or statements regarding independent contractors displaying the characteristics of employees or vice versa, all documents detailing grants, contributions, or payments made by ASI or its directors or officers to 3ABN, or requests for such grants, contributions, or payments, all documents or invoices, giving detail or not, for payments made to or received from Gray Hunter Stenn LLP, or any other external auditor or firm performing auditing, accounting, or other financial services, and all documents pertaining to the dates or amounts of any cash carried overseas.

**Request No. 11:** From January 1, 1999, onward, all records or other documents pertaining to contributions to 3ABN from any 3ABN director, officer, or member, whether personally or via DBA's, corporations, trusts, wills, annuities, foundations, tax exempt organizations, or any other means, including without limitation records or other documents giving such detail as the amount of each contribution, to whom it was given, and the purpose of the contribution.

**Request No. 12:** From January 1, 1998, onward, for 3ABN as defined under Definitions, organized and enumerated according to the division or entity thereof, if so kept, all documents which list open bank, investment, credit, or charge accounts, which list all

employees, volunteers, or independent contractors (including amounts paid), which list all affiliates and their method of accounting, which list all "disqualified persons" in accordance with Internal Revenue Service guidelines, which list all real property holdings identified by parcel number or other means, and which list all individuals who have entered accounting journals to the general ledger or any sub-ledger systems that update the general ledger activity on a regular basis, all statements for any open bank, investment, credit, or charge accounts, all documents containing charts of accounts, trial balances, account reconciliations for any balance sheet accounts, transaction level detail of gross rental income and expenses, with all associated lease agreements, and transaction level detail of inventory and cost of goods sold (or "cost of goods given away" or variation thereof) accounts, all disbursement account and payroll account check registers, all documents pertaining to lists of fixed assets, including without limitation documents giving such detail as asset number, cost, accumulated depreciation, net book value, and physical location, all documents giving explanations for the transactional flows through inventory, cost of goods sold (or "cost of goods given away" or variation thereof), or royalty expense accounts, and giving figures of or explanations for all accounting adjustments made to inventory and fixed asset accounts as a result of annual physical counts and inspections, or documenting that such annual counts or inspections took place, all invoices for legal, investigative, or surveillance expenses, whether or not explicitly stated to be such on the invoice, all documents listing all split interest agreements including details of their annual valuation adjustments, all documents pertaining to lists of vendors, including without limitation documents giving such detail as vendor name, vendor number, and amount paid by year, all documents pertaining to warehousing, inventorying, or fulfillment services either performed for individuals or entities other than 3ABN or concerning products that 3ABN does not own, and all documents identifying CD's of which Plaintiff Shelton is the producer. If less cumbersome, costly, or time-consuming for You, You may choose to produce all accounting records from January 1, 1998, onward for our inspection or copying.

**Request No. 13:** All email, correspondence, letters, reports, communications of any type recorded by any device, and all other documents from D. Michael Riva, Tim Neubauer, Nicholas Miller, Garrett L. Boehm, Fierst, Pucci & Kane, LLC, Siegel, Brill, Greupner, Duffy & Foster, P.A., or any other attorney or law firm, including without limitation those which have represented either Plaintiff in any matter since January 1, 2002, identifying the results or review of any audits or investigations, which either give or decline to give a clean bill of health, including without limitation all supporting reports or other documents upon which these law firms or attorneys may have relied.

**Request No. 14:** All reports, recordings, photographs, and other documents from all private investigative firms employed by or on behalf of either Plaintiff from 1999 onward.

**Request No. 15:** All email, correspondence, recordations, records or recordings of telephone conversations, or other documents that support or do not support the claim that how Seventh-day Adventist church leaders view 3ABN has been negatively impacted by the Defendants or [Save3ABN.com](http://Save3ABN.com), or the claim that church leaders have refused to hear the side of the Plaintiffs, including without limitation documents giving such detail as the name, address, and telephone number of each such church leader, and the date of any such contact.

**Request No. 16:** From January 1, 2000, onward, all email, correspondence, recordations, records or recordings of telephone conversations, or other documents pertaining to donors who have reduced or stopped giving, including without limitation documents giving such detail as the names, addresses, and telephone numbers of all such donors, the sums they stopped

giving, the reason(s) they stopped giving, and the documented sums given each year for the previous seven years along with the intended purpose each gift was for.

**Request No. 17:** Whether concerning annuities or trusts negotiated or managed by the 3ABN Trust Department or its personnel, all documents describing or listing all charitable gift annuities by state of origin, copies of all required state registrations, the trust services log(s) recording trust services activity since January 1, 2000, all documents for charitable gift annuities originating in the state of Washington or naming Lottie Wiedermann as an annuitant, all invoices paid to Westphal Law Group or Lunsford & Westphal, the trust file of May Chung, and all trust office reports submitted to the corporate office.

**Request No. 18:** All documents pertaining to the accounting procedures, policies (whether written or in practice), usage, or scheduling of the 3ABN Sound Center, and all documents pertaining to the accounting procedures or policies (whether written or in practice) regarding the use, sale, or disposal of donated items or assets, including without limitation the method of arriving at a fair market value or sales price of each item or asset, and the issuing of receipts to donors or buyers of such items or assets.

**Request No. 19:** All documents pertaining to items buried on 3ABN property, other than electrical, plumbing, sewer, foundation, heating, or cooling, and all invoices, check copies, or other documents associated with the building of the school, gymnasium, and Angel Lane.

**Request No. 20:** All flight records and other documents associated with the purchase, sale, lease, rental, operation, depreciation, or maintenance of any 3ABN owned, leased, or rented aircraft, and all documents or records pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for any of these costs or expenses.

**Request No. 21:** All records or other documents pertaining to reimbursements, or copies of check stubs reimbursing 3ABN, for the cost of legal, investigative, or surveillance expenses incurred since January 1, 2003, including without limitation the examples listed under Plaintiff-related Issue "e."

**Request No. 22:** All invoices or other documents concerning purchases of books or other items sold, manufactured, authored, produced, patented, inventoried, or copyrighted by any officer, director, employee, key employee, or independent contractor of 3ABN, or relative thereof, or relative of Plaintiff Shelton, whether purchased from that/those individual(s), D & L Publishing, DLS Publishing, Remnant Publications, Pacific Press, Media Opportunities IPTV, or any other individual or entity, and all editions and translations of *Ten Commandments Twice Removed*, including but not limited to that of the first printing.

**Request No. 23:** All records or other documents pertaining to 3ABN eBay.com sales, and to sales to any 3ABN director, officer, independent contractor, employee, or key employee, or any relative thereof, of any donated or purchased items or assets, identifying the donors of (if a donated item or asset) and recipients or buyers of such items or assets, or containing a description of reasonable particularity of such items or assets, or the appraised or recorded value or original price paid or final sales price (whichever of these are applicable to a particular case) of such items or assets, items or assets including but not limited to the piano that sold in 1998 for \$2,000, and any antiques purchased by Shelley Quinn, and all documents pertaining to the calculation of the final sales price for the house sold to Plaintiff Shelton in 1998 as well as proof of payment for that house.

**Request No. 24:** All documents pertaining to statements made by Tommy Shelton, Plaintiff Shelton, or their relatives that relate to care for high blood pressure, heart disease, or any other ailment, but only in regards to ailments attributed to allegations made against either

Tommy Shelton or Plaintiff Shelton, including but not limited to all documents pertaining to reimbursement or payment for expenses resulting from or in connection to such ailments.

**Request No. 25:** All documents pertaining to assets or cash either donated or sold below fair market value to government entities, including without limitation to towns, cities, and schools.

**Request No. 26:** All documents containing financial information or data not already enumerated that concern any Plaintiff-related Issue, and all documents not yet produced that would be produced in response to any of the above requests (including without limitation Request No. 9) if the end-of-year reports and audits for the current fiscal year were already completed.

**Request No. 27:** All types of phone records or other documents enumerating phone calls made by 3ABN officers from January 1, 2003, onward, whether printed or not, whether detailed or not, whether paid for or reimbursed by 3ABN or not, whether 3ABN is the account holder or not, indexed as to caller or account holder or account, and anything pertaining to discussions, investigation, or decisions regarding these records and documents, or fraction thereof, whatever is not already included in Requests Nos. 1 through 26.

**Request No. 28:** All documents describing the relationship between 3ABN and the Seventh-day Adventist Church and its various entities, including but not limited to the compensation John Lomacang receives directly or indirectly from 3ABN, all documents establishing Mollie Steenson's membership of and length of tenure on the Executive Committee of the Illinois Conference of Seventh-day Adventists, and all documents consisting of communications, letters, memos, emails, agendas, or minutes arising from this relationship pertaining to Thompsonville Christian School, any other Seventh-day Adventist elementary school, or any campus of Broadview Academy, in regards to sexual misconduct or child molestation allegations, and the presence of any registered or convicted sex offenders on the campus of 3ABN.

**Request No. 29:** All contributions of text or dialogue, including but not limited to postings, publications, messages, or notes, that any director, officer, employee, key employee, independent contractor, or any relative or agent thereof (including but not limited to Gregory Scott Thompson, Ronnie Shelton, or Teresa Shelton) has made to any internet website, including but not limited to any chat-room, private or public discussion forum, blog, or bulletin board, including [ClubAdventist.com](http://ClubAdventist.com), [AdventistForum.com](http://AdventistForum.com), [BlackSDA.com](http://BlackSDA.com), [Maritime-SDA-Online.org](http://Maritime-SDA-Online.org), or [ChristianForums.com](http://ChristianForums.com), or any other website containing discussion about 3ABN, Plaintiff Shelton, the Defendants, Linda Shelton, [Save3ABN.com](http://Save3ABN.com), this litigation, any Plaintiff-related Issue, or any individual involved in any Plaintiff-related Issue, and any reports made by, record of payments made to, or correspondence to and from such individuals, whether direct or indirect, that are related in any way to any such contribution they have made to any such site.

**Request No. 30:** All documents provided to, created by, or otherwise relied upon by any expert You have retained or intend to retain, consulted or intended to consult, or expect to call at the trial of this matter related to the subject matter of the instant dispute or to any impression or opinion held by the expert.

**Request No. 31:** All documents, including recordings, statements, affidavits, notes or other documents setting forth, summarizing or memorializing any interview, examination, interrogation, discussion, or other communication with any person or entity concerning the subject matter of the instant dispute, the current litigation, or any Plaintiff-related Issue.

**Request No. 32:** All documents, including but not limited to documents pertaining to agreements, discussions, meetings, or minutes of meetings, regarding the anticipated merger with Amazing Facts, whether past or present, including suggestions, ideas, plans, or decisions about a constituency, and ASI or the McNeilus family's involvement with any aspect therewith.

**Request No. 33:** All applications filed with the Federal Communications Commission, and all correspondence and documents pertaining to those applications and to the decisions made regarding those applications, all documents pertaining to the purchase or sale of television or radio stations, including without limitation board actions if not already produced, and all documents pertaining to the permit acquired by Yoneide Dinzey for K16EI (later called KYUM) and to its sale to 3ABN by Yoneide Dinzey and then by 3ABN to Tiger Eye Broadcasting.

**Request No. 34:** All photographs (digital or film), slides, videotapes, films, moving pictures, DVD's, CD's, CD-ROM, MP3's, cassettes, or other types of audio or video representations in Your possession pertaining to the 3ABN Story, to the instant dispute, to Plaintiff-related Issues, to the Defendants, to Save3ABN.com, to any internet forum or other website containing concerns or criticism about one or both Plaintiffs, or to allegations made against Linda Shelton since January 1, 2004, whether prior or after her dismissal, including but not limited to any photographs of a watch or watches, certain camp meeting broadcasts of May 2004, 3ABN Today LIVE broadcasts of August 10 and December 31, 2006, and February 15, 2007 (to ensure that Defendants' copies and Plaintiffs' copies are identical), any and all recordings of phone conversations of Linda Shelton or Arild Abrahamsen, any and all audio- or video-recorded evidence against Linda Shelton, including but not limited to the audio recording referred to by Hal Steenson, Plaintiff Shelton, and Harold Lance, and the video recording referred to by Kenneth Denslow on October 23, 2006, all documents referring to such audio and video recordings or the individuals who saw or heard them, all broadcasts in which Linda Shelton referred to a newfound friend or sent anyone secret messages, all broadcasts in which any allegations pertaining to Plaintiff-related Issues were referred to explicitly or through innuendo, and any broadcasts or recordings that will be used for the Plaintiff's case.

**Request No. 35:** Unredacted copies of all emails or other documents attached to the Affidavit of Mollie Steenson of May 9, 2007, all documents of any type that support the allegations of that Affidavit or of other court filings in the instant dispute, including but not limited to documents supporting the allegations that disparaging commentary first erupted on the internet in June 2006 as alleged by that Affidavit's ¶ 4 (or around July 2006 as alleged by ¶ 3 of the Affidavit of Larry Ewing of May 9, 2007), that donations began to decline in June 2006 as alleged in that Affidavit's ¶ 4 (or in July 2006 as alleged by ¶ 8 of the Affidavit of Larry Ewing), that donors have stopped donating to 3ABN specifically because of rumors posted on Save3ABN.com, as alleged in that Affidavit's ¶ 5, that Save3ABN.com was the source of any information in the letter published by *Adventist Today*, referred to in that Affidavit's ¶¶ 6-8, other than the child molestation and sexual misconduct allegations against Tommy Shelton, that the individual referred to in that Affidavit's ¶ 8 was indeed a supporter of 3ABN, that demonstrates Save3ABN.com's role in persuading the South Pacific Division of Seventh-day Adventists to enact the moratorium referred to in that Affidavit's ¶ 9, that either Defendant had any knowledge of or involvement in the distribution of the postcards referred to in that Affidavit's ¶ 10, that 3ABN supporters have been confused as to the affiliation of Save3ABN.com as alleged in that Affidavit's ¶ 11, and that Save3ABN.com contains documents that have been edited and commented upon in ways that lead the reader to inaccurate and defamatory conclusions, or that lead the reader to conclude that the original author maintained something by those documents that he or she in effect did not, claims made in ¶ 12 of that

Affidavit, and all other emails that support or do not support the positions taken in any of 3ABN or Plaintiff Shelton's court filings, whatever has not already been produced in response to Requests Nos. 1 through 34.

**Request No. 36:** All documents which You intend to use at trial or which are relevant to documents which You intend to use at trial, that are not already requested in Requests Nos. 1 through 35.

Dated: November 29, 2007

Bob Pickle

Robert Pickle, *pro se*  
1354 County Highway 21  
Halstad, MN 56548  
Tel: (218) 456-2568  
Fax: (206) 203-3751

**CERTIFICATE OF SERVICE**

I, Bob Pickle, do certify that I am over the age of 18 years of age and on this day I have caused service of this document to Plaintiffs' counsel at Siegel, Brill, Greupner, Duffy & Foster, P.A., and at Fierst, Pucci & Kane, LLC, and have served by faxing and mailing a copy thereof, enclosed in an envelope, postage prepaid, a copy of this document and this Certificate of Service.

Dated: November 29, 2007

Bob Pickle

Subscribed and sworn before me a Notary public in and for Clay Co. Minn.

11/29/07

*[Handwritten signature]*

