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148

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BlackSDA _ 3ABN _ 3ABN crucial documents

Posted by: sister Apr 30 2006, 04:13 PM

QUOTE(sister @ Apr 19 2006, 06:49 PM)

This is the most recent letter that is circulating attributed to Dr. Walter Thompson:

From Walter Thompson
Chairman, 3ABN board of Directors

Regarding Danny's marriage

Dear Family and Friends of 3ABN,

Two years ago 3ABN was challenged by the most difficult battle the ministry has ever faced. It was a battle that threatened the very existence of the ministry and the work of preaching the end time message of the Three Angel's to the world. It is only because of the grace and power of God Almighty, and the faithful support of you, the 3ABN family, that the ministry has survived to preach another day. Today, the ministry is stronger than it has ever been and its reach into the world even broader and more powerful for the cause of truth.

As is always the case when in the public eye, questions arise, stories abound, and rumors spread. We thank God that you have trusted the leadership and board of 3ABN during this time and have stayed with us in ministry. More recently some of you have heard that Danny has found one to comfort him in his loneliness and sorrow. You may have also heard rumors about an allegedly illegal divorce occurring without Biblical grounds. This letter is an attempt to fill you in with the facts.

As chairman of the board I have been in the midst of this long and drawn out ordeal from the beginning. I was there when we counseled with Linda over and over again. I was present during the pleas and prayers, seeking to get her to give up her relationship with the doctor. I have seen and heard the evidence upon which the board has taken the action that it has taken. I have been one that has plead with Linda to keep her marriage and her ministry and offered to provide counseling for them. I have known Danny and Linda almost from the beginning of the ministry and have been in their home many times. They had a good marriage. It was not until this third party got in the middle did things begin to fall apart. It is also true that Danny really did want to get back together again, but when it became obvious that couldn't happen, he correctly had to close the door on that part of his history lest it destroy him and the ministry.

The divorce was a mutually agreed thing, even the choice to get it from Guam where there would be no long wait. Linda had originally planned to move to Las Vegas long enough to become a resident there so as to get a divorce there. They then discovered the possibility of a divorce from Guam, checked it out and found it to be legal, and decided to go that route. Though I believe Guam has now stopped the program, the legality of a Guam divorce had previously been taken to the U.S. Supreme Court where it was ruled legitimate. As chairman of the board, I did not try to influence the decision, but I will say that had they not obtained a quick divorce, the ministry would have been placed at much greater risk since the situation was causing so much dysfunction with leadership and staff. I believe time has verified the correctness of what was done then, both by Danny and by the board for the ministry.

Linda's web site recently stated that she and Danny were not divorced. She wrote this after the

judge made the decision in Danny's favor. She claims she did not know this when she wrote it. Her web site referred to an e mail I sent to Johann Thorvaldson a year earlier saying that I had never accused her of adultery. I believe that exchange with him was in response to an accusation by him that we had fired her because of adultery. I was merely saying that she was not fired for adultery, but because she had defied the board in not discontinuing a relationship that was threatening to destroy the ministry. (I might add that the doctor also told me he would not break off the relationship, even though I pled with him to do so.) That letter to Johann was correct, and it is true that I have never directly accused her of adultery. That does not mean that I believe Linda is innocent. If by adultery one must be caught in bed with another person, I cannot prove Linda has committed adultery. If, on the other hand, hard evidence indicates that Linda was involved in an unacceptable relationship with another man qualifies for adultery, then there is no question about Danny's moral right to marry again. As a board, we have chosen not to make the details of the evidence available to the public. I believe Satan is the accuser of the brethren. We have chosen to take the "high road" in this whole situation and say nothing more than we have been forced to say to try to quell rumors. We care about Linda and have tried not to do anything to hurt her more than she has already been hurt. I can tell you that I personally spent a great deal of time at 3ABN during those months when this was all happening. I spoke with Linda and Danny on numerous occasions. A sub committee of the board met and prayed with Danny and Linda and pled with Linda to call off the relationship. Danny and Linda spent an 8 hour session with a pair of Christian counselors (non-Adventist in an attempt to avoid bias) who had no doubts about the nature of Linda's conduct. We offered to provide Linda with the opportunity to go away for counseling with a counselor agreeable to both she and us. She did not respond to that offer or request. Finally, the full board met, reviewed Linda's letter of explanation, and voted unanimously to remove her from the ministry and her seat on the board. Other church leaders who have been privy to some of the evidence we have are in full agreement with our decision.

The relationship Linda had with the Norwegian Dr. was not a normal doctor-patient relationship as she claims. It is true. Linda was very concerned about her son Nathan. He was the vehicle through which the Dr. reached Linda. Our evidence leaves no question that this became much more than a doctor-patient relationship. We know that the long hours on the phone together were not about Nathan and have hard evidence to support this knowledge - nor were times spent together on both sides of the Atlantic. Furthermore, she refused to break it off, even after weeks of pleading with her to do so. We, the board believe the evidence we have clearly justifies the divorce and gives Danny the moral and legal right to remarry. Those in church leadership with whom we have shared some of this evidence agree with us. Out of concern for Linda we have been reluctant to make details public.

No, Danny is not to blame for what has happened here. On the contrary, he has bent over backwards trying to make things work and meeting her requests. Yet, she has never acknowledged that it was wrong for her to have another "friend". The things I have stated here are accurate and correct. As far as the lady Danny has married is concerned, I can only say I believe his new wife is a very good person and will be a real asset to him as he carries on his heavy responsibilities. Just to clarify any rumor you may have heard, this relationship began long after the divorce. I was at 3ABN when this lady came from Florida looking for work. There was nothing going on before that time, and Danny definitely was not trying to "dump" Linda. I was with him during much of the time he agonized and mourned her loss. It is one thing to lose a loved one in death. It is much different to lose one to another lover - like cutting a dog's tail off one inch at a time! As to the matter of age difference, I will say that I do not believe that is any of my business. I find nothing in the Bible, and I don't remember any thing in the SOP indicating age differences for married couples. If it is legal, and morally correct, and if entered into with honesty, sincerity and earnest prayer for God's guidance, as I know happened here, it is not for me to criticize. In my own musings about this, I have concluded that it was no accident that brought Brandy to 3ABN. Either the devil was behind it, or God was. There is no question in my mind which one it was.

(Archo Dart was for many years a family and marriage counselor in the Adventist church. When in his 80's, he married one of my patients, who was then in her 50's. She loved and admired him till death many years later.)

I have had an interesting thought this week that I will share with you. It is this. God lost one of his

closest companions when Lucifer went astray. More than that, myriads more angels left with him when he left heaven. Talk about grief or emotional pain. Experiences such as this with Linda, I think, help us to understand the pain of loss, and the reality of the war between God and Satan. Some have claimed it takes two to divorce. I don't think that is categorically true!

This has been a terrible injury that has hit 3abn and Danny, and yes, Linda too, but it is one that I believe God understands - and He continues to bless his servants.

We recognize that we live in a world at war, and are working with a ministry that the devil would like to see destroyed. The war is real, and as in any other war there are real casualties. War is never pleasant, and spiritual battles maybe some of the worst. Our hearts still ache for those who have been wounded. Our prayers continue to ascend on their behalf. Should acknowledgement of wrongdoing and penitence ever occur, we would be the first to forgive and forget. Unfortunately, that has not happened, and we must move on.

Some who have been aware of the growing relationship and the possibility of marriage have thought they should wait for a longer period of time before marrying. In discussions before the event, the 3ABN board reviewed the events of the past couple years and have agreed that there was no moral or legal reason precluding marriage. Realizing the heavy burdens resting on Danny and of his need for companionship, we, the board did not see any reason not to give our blessing to their union. We hope you, our 3ABN family, will agree too, and with us, welcome Brandy with open arms.

Should you have any questions that I might answer, please feel free to send them to me at 3ABN and I will do my best to try to answer them.

Sincerely in the precious name of Jesus,

Walter Thompson
Chairman, 3ABN Board of Directors.
Walter Thompson MD

This is the letter you were looking for from Dr. Walter Thompson, I posted it about a week ago.
Sister

Posted by: NormF Apr 30 2006, 05:38 PM

QUOTE(sister @ Apr 30 2006, 05:13 PM)

This is the letter you were looking for from Dr. Walter Thompson, I posted it about a week ago.
Sister

Dear Sister,

Thank you for posting the Thompson Letter again, here where it's close at hand. Immediacy is always helpful.

However, for those interested in knowing more and willing to surf a bit, check out the thread on the same subject, <http://clubadventist.com/adventist/showflat.php?Cat=0&Board=threeabn&Number=213458&page=0&fpart=all>, found at Club Adventist. Moderator Gregory Matthews appended some thoughtful comments under it that I'd recommend reading. And of

course, many additional posts follow up on that.

Regards,
Norm

Posted by: Clay Apr 30 2006, 06:53 PM

They may not be able to access it if they are not members of that forum (Club Adventist).....

Another thought is this.... since it is said that Mr. Shelton believes God speaks to him, I wonder why God didn't tell Mr. Shelton to do as he told Hosea to do with Gomer?

QUOTE

Hosea 3:1

Then GOD ordered me, "Start all over: Love your wife again,

your wife who's in bed with her latest boyfriend, your

cheating wife.

Love her the way I, GOD, love the Israelite people,

even as they flirt and party with every god that takes their fancy."

Posted by: summertime Apr 30 2006, 07:32 PM

QUOTE(Clay @ Apr 30 2006, 07:53 PM)

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Because both God and Mr. Shelton knew that she had never been in bed with the doctor.

Posted by: sister Apr 30 2006, 07:39 PM

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Clay, the problem may be that Mr. Shelton has not **read** his Bible enough to know that we are

supposed to "test the Spirits" and if the voice he hears does not agree with the Word of God, he best pick up his feet and compense to start a runnin'. That he attributes this voice to God, don't make it rightly so. And comparing the "good book" with the actions of Mr. Danny, they are not even in the same ballpark. Just a thought...

Posted by: Clay May 1 2006, 02:32 PM

QUOTE(awesumtenor @ May 1 2006, 01:56 PM) □

More info for inquiring minds... This article ran in the February 2006 issue of AToday and speaks on financial irregularities discovered at 3ABN during their recent tax case against the state of Illinois... thanks goes to Fran for getting it into .pdf format for upload.

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[attachmentid=581]

In His service,
Mr. J

thanks Kevin and thanks Fran for the heads up....

Posted by: Hersheys99 May 1 2006, 03:47 PM

Thanks for sharing that with us. Very enlightening indeed.

Posted by: Fran May 1 2006, 05:24 PM

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Documented stuff:

The 2001 Form 990 has 5 pages of notes attached to the return. (You can request copies of these Form 990 returns from the IRS. They are available for the requesting)

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Page 1; Statement 2
Form 990, Part I, Line 20
Other Changes in net Assets or Fund Balances

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Wise accountants run Income and Expense frequently and always benchmark their growth by comparing the current period to the same period over in the past few months/years. When this is done, there will be better control over expenses and tweaking of the budget to better follow the mission of the Corporation.

[b]The Chart of Accounts is vital. The account names should clearly describe what the account is in terms understood by all end user whoever they may be. Some entities hide things by using strange account names.[/b]

I have over simplified the meaning of Financial Statements. There are many more reports such as the Statement of Cash Flow and others. These are only the most basic required statements.

Back to the report from the form 990. **What are "Split Interest Agreements"? I have never heard of an account under this title. However, the auditors clearly said this is in the IL vs. 3ABN Tax Lawsuit.**

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Sorry, this is 46 pages. To read it in its entirety you will have to follow the link. It is a pdf file at:

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<hr /></blockquote>

Footnotes 14 & 15 on page 17

Quote:

14 The financial report for 2000 contains additional concerns found by the independent auditors.

15 Applicant's financial reports raise additional questions and concerns. For example, the unrecorded contribution revenue related to charitable gift annuity agreements were not recorded in conformance with generally accepted accounting principles. The "related party transactions" were acknowledged without identifying the parties.

The notes refer to "split interest agreements," where applicant received the assets funding the trusts and applicant is to pay certain amounts for specified periods of time to the donors. There is nothing in the record to identify the donors or the assets. None of the trust agreements were supplied. (Applicant's Ex. Nos. 14, 15)-----

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Associates Degree should understand the importance of the Chart of Accounts and they should understand Income Statements and Balance Sheets. They also know the importance of listing assets and depreciation.

3ABN has been in business over 20 years. This, in itself should say that they have a CFO and more than one accountant. They should have policies and procedures to know what to do when things happen. **They should understand the valuation of assets and they should KNOW that the TRUSTS are required to be available. Why did they refuse to give a list of the people on these TRUSTS?**

Please reread the comments on the Form 990 and then read the comments from the IL vs. 3ABN Tax Lawsuit.

This problem repeats itself.

There is a correction on the 990 for 2002 in the amount of \$1,705,916 as Split Interests (TRUSTS) well as an Adjustment of Cash Revocable Trusts in the amount of (- \$25,000 negative) .

The 2003 Form 990 reports the there was a Change in the value of Split Interest Agreements in the amount of (-\$775,816 negative).

It is clear to see the problem is not what IS on the statements, but what is NOT on the statements. Discrepancies are usually found by honest auditors that are truly independent. However, how can auditors find things if all the source documents are hidden from the auditors?

This brings the Lake Region Conference to mind. It is clearly apparent that 3ABN needs some oversight and direction to establish accountability.

My apologies to anyone currently having Trust Funds with 3ABN

Posted by: Fran May 1 2006, 05:43 PM

QUOTE

Post #196692 - Tue Nov 29 2005 02:54 PM (From a player, at the mostly Whitesda forum)

Retirees are bigger, more consistent donors. A higher percentage of them have more disposable finances. They have reached an age when they are often thinking more

seriously about life and death, and they are often eager to make their remaining time and assets count for Christ in a bigger way. It is not difficult to make them believe that their assets will do more for Christ, when put to use by another organization, than they would in the Church. One can play on the perception that the church is continuously misusing money for extravagance and make them believe that every dollar will go directly to God's work when it is in another's hands.

Furthermore, they are at the age when estate planning is appropriate. Many of the trusts give the holder immediate access to 40% of the principle and 60% is held for annual payout to the donor at rates that vary by age.

In interesting side note on that topic is that the percentage-to-age ratio of return is generally set to national statistics on longevity. Seventh-day Adventists live about ten years longer. [b]Where this can be a problem is that during that extra ten years enjoyed by an Adventist donor, the 60% principle held for the donor can be used up as their percentage of return increases, potentially leaving the trust holder owing the donor money that isn't there.

What happens to all those trusts that never got posted? I have supplied font colors and bolding.

Posted by: Clay May 1 2006, 06:06 PM

Fran,

Thanks for the crash course in accounting. It is clear that 3abn is a hot mess from a financial standpoint also... again I am reminded of Robert Tilton, Pat Robertson, and other televangelists who have done some shaky financial things.....

It is unfortunate that some people will not be convinced even with this evidence...

Posted by: NormF May 3 2006, 05:46 PM

Clay said of my post several pages back providing an outside link on some relevant comments:

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Should you have any questions that I might answer, please feel free to send them to me at 3ABN and I will do my best to try to answer them.

Sincerely in the precious name of Jesus,

Walter Thompson
Chairman, 3ABN Board of Directors.
Walter Thompson MD

Now here are the footnoted comments of Gregory Matthews (an SDA chaplain by the way) to Thompson's public letter above:

Note 1: Those of us who may be considered critics are loyal supporters of the Seventh-day Adventist Church and of the work of God on planet Earth. We acknowledge that God led Danny and Linda Shelton to establish 3-ABN, a ministry that for many years has been led by God. We are thankful for what God has accomplished in the ministry of 3-ABN. To many people, 3-ABN is the face of the Seventh-day Adventist Church.

Now a scandal has tarred the face of that ministry. People are asking if God is still leading in the ministry of 3-ABN, and/or if God is using present leadership of 3-ABN to guide it in its ministry. These questions are sincere, and valid. Those who have supported 3-ABN in the past, have honest questions. We believe that God is still leading, not only in human life on

this planet, but in the ministry of those whom God has called to leadership. But, we are reminded of times in the history of our denomination when human leaders made mistakes. God intervened, and in some cases, but not all, removed those leaders, and allowed old ministries to be replaced by new ones that were more receptive to the leading of the Holy Spirit.

We are waiting to see how God leads in the ministry of 3-ABN. We do not know what God has in mind for 3-ABN. But, we do know that if its leadership fails to follow the leading of the Holy Spirit, God will act in whatever manner God knows is best.

Note 2: None of us who know the law, have ever challenged the right of Guam to issue a divorce to citizens of the United States. We were aware that the U.S. Supreme Court had previously ruled on that question. However, even when divorces are obtained in one of the States of the United States, they may be subject to challenge. Some felt that the Guam divorce was subject to challenge. An [Illinois] State Court has dismissed that challenge. The Guam divorce is legal.

As to the issue of Biblical grounds for Danny to divorce Linda, and then to remarry another, that is a much more complex question. Some of the more liberal SDAs believe in multiple grounds for divorce and remarriage. But, in general, those who are the strongest supporters of 3-ABN believe that divorce followed by remarriage is only Biblical when the other has committed physical adultery. When those people hear ([or] read) 3-ABN say [ing] that Danny had Biblical grounds, they understand that to mean that Linda physically committed adultery. They simply do not understand "Biblical grounds" for divorce and remarriage in any other way.

Note 3: I find the last sentence very interesting. Here it is said that Danny faced a decision between his marriage and his ministry and he chose his ministry. No ministry is dependent upon one person. The ministry of 3-ABN could go on without its present leadership. God is involved, and God will both remove and provide.

Note 4: One might say that the divorce was mutually agreed upon. That does not mean that both parties wanted the divorce. Often in a divorce, one party wants the divorce, the other agrees to it due to the fact that that party sees no option for reconciliation. I have found that one can often understand some of the dynamics that are going on in a divorce by looking at who it is that filed the action to divorce.

Note 5: Court rulings are complex. Sometimes non-lawyers misunderstand what a court has decided. There was a period of time where Linda and others were misinformed as to the ruling of the [Illinois] Court. All who did so regret that misunderstanding.

I am not aware of any time in which anyone has officially accused Linda of physical adultery. But when one talks about Biblical grounds, moral rights, and inappropriate relationships, many of the 3-ABN supporters will hear adultery. From the practical standpoint, 3-ABN might just as well have claimed that Linda committed such. In many ways, I believe that such [a] lack of focus as to what Linda did has hurt her more than an actual charge of adultery would have damaged her. One can rebut a specific charge. It is very hard to rebut a non-specific charge.

Note 6: Again, words and terms are used that communicate physical adultery to 3-ABN supporters. It is implied the Linda and the M.D. had a relationship that was more than professional. There is a clear implication that the 3-ABN Board has evidence that cannot be questioned. One of my questions regarding this is: to what extent was Linda allowed to present a defense? Accusations were made, and people testified before the Board. Was Linda allowed to present a defense in person? Was she allowed to bring witnesses to the Board to testify? If she was not granted all of the above, and more, the Board cannot say that they have evidence that cannot be questioned.

I raise these questions because of what has been circulated by others, to include supporters of 3-ABN. It has been said that the Board once heard evidence that the previous night Linda had spent the night with an adult male, not a relative that was married to another woman. It is also said that because Linda was not allowed to be present, and to present witnesses, that the Board never heard that the previous night the referenced male, and his wife[**], had spent the night with Linda, with both helping her to prepare her written defense, as she was not going to be allowed to be personally present.

Note 7: This entire situation is a tragedy. I have not, and do not intend to criticize Danny for his remarriage. But, that is probably because I may be more liberal than are many of the 3-ABN supporters. If the Board is wrong about the relationship that Linda had with that Dr., then the Board is wrong to tell people that Danny had Biblical grounds.

Note 8: I agree, so what if there is an age difference[?] Nothing should be made of that. Your second from the last sentence is interesting.

Note 9: Brandy should not be the focus of this. Regardless of right or wrong, the issues do not lie with her. The rights or wrongs lie with others. I join you in hoping that people on all sides of this issue will welcome her and the children that she brings to this marriage with both open arms, and with the love of the Lord Jesus Christ.

***Let me insert this clarification in Gregory's comment above: Elder Johann Thorvaldsson, the former European liason for 3ABN, has publicly identified himself as this person, stating that he and his late wife were in fact the very persons in question here. -- Norm*

I find Gregory's comments eye-opening. It is easy to get lost within a long document and lose one's overall perspective. Comments like these help one regain that perspective. If ever there were a need for seeing the big picture, this is such an instance.

Regards,
Norm

Posted by: watchbird May 6 2006, 08:52 AM

QUOTE(Clay @ May 6 2006, 06:02 AM)

What will probably happen is what usually happens. If this 3ABN mess blows up and gets national

attention, the official church position will be to distance itself, saying that 3ABN was an independent ministry without church oversight, thus it cannot be held responsible for what happened there.

And an examination of historical documents, as well as of the observations of persons who observed and/or discussed them at the time, will show that this is not only the correct, but the only legitimate position that they CAN take. For not only was 3ABN an "independent ministry" in the sense of not being owned, directly operated by, or financed at least in part by the official Church entity, but they will show that 3ABN was also an "independent" ministry in the sense of refusing to sign an agreement which would have given the GC even a voice in the administration and program selection of 3ABN.

We saw the reaction of the 3ABN board to this document earlier in one of sister's history vignettes. But unless I missed something (and I do try to pay attention) the substance of this agreement has neither been posted or discussed. But seeing the documents for ourselves might give us more comprehension as to what is meant by "control" in the 3ABN context.

While it is true that specific church leaders can be faulted for continuing to support and utilize 3ABN after they had ample opportunity to learn of the perfidious things that were going on there, that does not mean that the church as a legal entity had any legal ability to intervene in 3ABN affairs. So, with their hands securely tied not only legally but also by knowledge of the kinds of tactics that had been and were being used on those who did not bow at the Danny altar (as Beartrap and others have described), if they make every attempt to deny complicity that will be fairly close to being factual. (One can only hope that they will take this position rather than entering any legal battle that is involved on the side of support for 3ABN.)

That does not mean that I think they should not have made greater attempts that they did. But the history of the relationship between independent ministries (which used to be called "self-supporting" ministries) and what they call disparagingly the "organized work" is long and contorted and has resulted in the situations that we see today, of which 3ABN is only one example.

Posted by: beartrap May 6 2006, 08:12 PM

QUOTE(watchbird @ May 6 2006, 09:52 AM)

And an examination of historical documents, as well as of the observations of persons who observed and/or discussed them at the time, will show that this is not only the correct, but the only legitimate position that they CAN take. For not only was 3ABN an "independent ministry" in the sense of not being owned, directly operated by, or financed at least in part by the official Church entity, but they will show that 3ABN was also an "independent" ministry in the sense of refusing to sign an agreement which would have given the GC even a voice in the administration and program selection of 3ABN.

From the G.C. President
April 28, 1997 Robert S. Folkenberg

3ABN Board Rejects Agreement: I am deeply disappointed to report that the Board of Directors of Three Angels Broadcasting Network voted not to sign an

agreement with the General Conference for a mutually supportive global distribution of satellite programming. The April 7 edition of "From the G.C. President" reported that the General Conference has been in dialogue with Three Angels Broadcasting Network attempting to document a working relationship. The draft agreement (recommended for approval by almost all of the 3ABN Board members on March 20), neither presumed or proposed change in 3ABNs governance or programming and it specifically excluded General Conference "control." But it did provide the members in each country a voice if they felt the programming distributed by 3ABN in their territory was detrimental to the work of the church. Even that "voice" was not unilateral. It proposed a five-step issues-resolution process which culminated with a three-person binding arbitration panel (one from 3ABN and one from the division involved plus a third party agreed upon by those two).

In addition to utilizing satellite technology to fulfill the task our Lord assigned to His church and to do so without duplicating expenses, another reason to reach an agreement with 3ABN was that several divisions voted that an agreement was vital to building a long-term relationship with 3ABN.

One division appealed "to the General Conference to facilitate future initiatives that will help each congregation fulfill their soul-winning and soul-retaining responsibility. Given the willingness and interest of Three Angels Broadcasting Network to support and expand a television ministry within the territory of the ___ Division, ... we request the General Conference to take such steps as may be necessary leading to formalizing and documenting the relationship between the General Conference (and) Three Angels Broadcasting Network ... in order to ensure that through the normal denominational representative process, the voice, interests, and ultimately the authority, of the members of our respective ... constituencies are protected, for of course, absent an approved record of such understandings we must reluctantly decline to accept, or otherwise participate in ..., the generous offers which have been or may be extended."

In addition to disappointment, I admit to some confusion. The tone of the 3ABN Board action was gracious and affirmed its support for "the work of the church" and "continued loyalty to the cause of the church" yet the stated reason for the rejection was that "3ABN, its staff, its board, and many of its viewers and supporters perceive a serious potential threat to the continuing effectiveness and operation of the ministry of 3ABN by entering into any type of contractual agreement with the church."

While denying the constituent authority of members in each country the right to be heard in an activity which directly affects their ability to fulfill the mission for which they are responsible, 3ABN affirms the "authority of its president," yet expresses its concern about the exercise of "kingly power" in the church.

While I am a confirmed optimist and pray the 3ABN Board may reconsider their decision, there are so many major evangelistic events already scheduled and we are

committed to moving rapidly toward the objective of global coverage, that the General Conference has no option but to proceed to establish a global satellite delivery system and pray that 3ABN will subsequently agree to join the church in this initiative.

#####

Official 3ABN Board Action

April 22, 1997

Elder Robert Folkenberg
President, General Conference SDA
12501 Old Columbia Pike
Silver Spring, MD 20904-6600

Dear Elder Folkenberg,

For many months the 3ABN board has struggled with the issues involved in coordinating our efforts with those of the organized church. We have prayed, consulted, studied, and discussed at length your invitation to work together in touching the world for Jesus. This Statement of Commitment is the final culmination of our work. Please accept it as our sincere expression of desire to support the work of the church around the world.

I recognize, as do each of the members of our board, that this is not the document that you had requested. I am sorry. Please do not interpret our statement to be anything but supportive of you as a person and as the president of God's special instrument, the church.

I am most appreciative of your initiative and of the time and energy that you have invested in this supportive ministry of the church. More than that , I am grateful for your active support of the concept of lay ministries and for the encouragement that you have given to them. I pray that this action will not in any way interfere with your efforts along this line.

I thank you too for your personal phone call to me recently and for your words of friendship and understanding. They were most appreciated.

Sincerely in the precious name of Jesus,

Walter Thompson

P.S. I am enclosing a copy of a recently letter from Bill Hulse to our board. In it he expresses so

clearly the sentiments of each one of us.

#####

Statement of Commitment of 3ABN to the Work of the SDA Church

April 23, 1997

Whereas the 3ABN board desires to support the work of the church in spreading the everlasting gospel to the whole world

And

Whereas 3ABN has already demonstrated the sincerity of its desire by its positive actions in support of the work of the church in the past

And

Whereas 3ABN, its staff, its board, and many of its viewers and supporters perceive a serious potential threat to the continuing effectiveness and operation of the ministry of 3ABN by entering into any type of contractual agreement with the church,

Therefore

The 3ABN board reiterates its continued loyalty to the cause of the church as described in the Word of God and as formulated in the 27 fundamental beliefs and doctrines of the SDA Church

And

Offers its resources in accordance with 3ABN's operational policies to work with the SDA church organization in the proclamation of the everlasting gospel to the whole world.

Accordingly,

3ABN stands ready and available to dream, to discuss and to work with the church in such cooperative endeavors as the Spirit of God might inspire

And

3ABN seeks the counsel of church constituency and leadership regarding all matters of common interest, whether of technical, theological or of some other nature that impacts upon our common objectives and goals

And

3ABN seeks inspirational programming produced in keeping with commonly accepted traditional SDA standards by church supported entities for its viewing audience

And

3ABN reiterates its support in integrating new members into the body of Christ, which is the church, all around the world.

Therefore

In keeping with this statement of intent, the 3ABN board reaffirms the authority of its president, Danny Shelton, to work with the representatives of the church in planning, coordinating and executing our common objectives.

Walter Thompson, Chairman, 3ABN Board of Trustees

Posted by: beartrap May 6 2006, 08:23 PM

The above statement is the first in a back and forth mess that went on for another year. I am digging through my files for my copy of the final Agreement that was signed.

Posted by: watchbird May 6 2006, 10:14 PM

QUOTE(beartrap @ May 6 2006, 08:23 PM)

The above statement is the first in a back and forth mess that went on for another year. I am digging through my files for my copy of the final Agreement that was signed.

Well maybe the first that 3ABN sent to Folkenberg. But this still is not the original document which was sent to 3ABN and was presumably the one which caused the reaction described by sister.

These that you posted was the public announcement that Folkenberg sent out after he received 3ABN's letter of rejection, that letter of rejection and their counter proposal.

What I thought we should have a look at was that original document so we could form our own opinion as to whether it deserved this type of histrionics.

I'll post the version that I have, and possibly you can confirm whether this was the one that was referred to by both sister and the documents that you posted.

I also have the letter from Hulseby that is mentioned. That too, I think gives a revealing look at the independent attitude that was prevailing even then. I'll post them separately.

Posted by: watchbird May 6 2006, 10:20 PM

QUOTE(watchbird @ May 6 2006, 10:14 PM) □

Well maybe the first that 3ABN sent to Folkenberg. But this still is not the original document which was sent to 3ABN and was presumably the one which caused the reaction described by sister.

.....

I'll post the version that I have, and possibly you can confirm whether this was the one that was referred to by both sister and the documents that you posted.

INTERNATIONAL SATELLITE DISTRIBUTION AGREEMENT

This Satellite Distribution Agreement (Agreement) is made between the General Conference of Seventh-day Adventists (GC), 12501 Old Columbia Pike, Silver Spring, Maryland 20904-6600, and Three Angels Broadcasting Network, Inc. (3ABN), RR#3, Box 176A, Thompsonville, IL 62890.

1. PURPOSE:

This Agreement recognizes 3ABN as a non-exclusive interdivision satellite distributor of television programming produced by the GC and its affiliated entities and as a non-exclusive producer of television programming contracted for by the GC and affiliated entities, and setting forth the respective duties, obligations, and responsibilities of the parties. Nothing in this Agreement precludes 3ABN from producing and distributing by satellite other programs that do not otherwise violate the terms of this Agreement. Any additional cooperative communication initiatives will be the subject of future negotiations and written agreements.

2. RELATIONSHIP BETWEEN PARTIES:

A. The relationship between the parties shall be one of mutual cooperation in utilizing satellite distribution of television programming to proclaim the Gospel of our Lord to the whole world. The GC shall not be considered the agent or representative of 3ABN, and 3ABN shall not be considered the agent or representative of the GC, and neither shall hold itself out or otherwise represent itself as being the agent or representative of the other. Neither party shall have the right to bind the other contractually in any respect whatsoever.

B. In their promotional efforts, both 3ABN and GC will recognize the contributions of the other.

C. Financial appeals (other than regularly aired promotional programs and/or

on-screen phone numbers) targeted for viewers outside of the North American Division, shall be undertaken only after consultation with the church governing bodies within the affected territory.

D. Any financial relationship between a Church entity and 3ABN for distribution of programming will be documented by written agreement and approved beforehand by the designated GC body.

3. PROGRAMMING:

A. Program production by Church: Church membership on all levels of the Church, through its elected representatives, may both provide programming to 3ABN for satellite distribution and may contract with 3ABN to produce programming for satellite distribution.

B. Program continuation: Church membership, through its elected representatives, may request through the Issues Resolution Procedure of this Agreement the discontinuation of programming that is distributed by satellite by 3ABN to the territory they represent and which the membership considers detrimental to the work of the Church.

C. Planning or other issues: All program production issues will be addressed by bodies designated by the General Conference Administrative Committee and which will include representatives of the affected world divisions, 3ABN, and the GC.

4. BROADCASTING AND DISTRIBUTION:

A. So that 3ABN's services can optimally support the worldwide mission of the Church, committees or boards appointed by the General Conference Administrative Committee will be the channel for interaction between 3ABN and the world field for developing and distributing television programming by satellite and addressing technical, equipment, financial, distribution, and other related issues affecting those territories.

B. Local or regional broadcast, cable, or other distribution systems for programs received from the 3ABN interdivision satellite distribution system will be either owned or contracted for as determined by the Church governing body in that territory or region. Should the Church governing body make no decision, 3ABN may initiate such contracts after receiving authorization by the church governing body, a request which shall not be unreasonably withheld. If the Church governing body refuses to respond to such a request 3ABN may initiate the issues resolution process.

5. ISSUES RESOLUTION:

Both GC and 3ABN agree that no civil court has jurisdiction over this Agreement and that any issue, controversy, disagreement, or claim arising out of or relating to the breach of this Agreement shall be settled by using this issues resolution procedure. Wherever an issue arises, GC and 3ABN agree to resolve the issue as follows through their designated representatives:

A. (Step 1) GC and 3ABN will communicate informally and attempt to resolve the issue.

B. (Step 2) If informal communication does not resolve an issue and if the issue is not of an urgent nature, then it shall be placed on the agenda for review by an annual consultation, chaired by a designee of GC, and including representatives of 3ABN, the GC, and the world territories using 3ABN satellite distribution services, to review 3ABN programming and distribution services and unresolved issues.

C. (Step 3) If informal communication and the annual meeting do not resolve an issue or if it is of an urgent nature, then the GC shall appoint and chair a special Issue Resolution Committee which shall include designated representatives of 3ABN and GC, and the affected territory or territories to consider and resolve the issue.

D. (Step 4) If Steps 1, 2 and 3 do not resolve the issue, the chairman of the board of 3ABN and the GC by mutual agreement shall select a mediator who shall work with the parties to resolve the issue. (This step may come earlier in the process if the parties agree).

E. (Step 5) If Steps 1 through 4 do not resolve the issue, the issue shall be referred to a three-member Binding Arbitration Committee (BAC) appointed by the General Conference Administrative Committee to review the issue and make a final determination. The General Conference Administrative Committee shall select members of the BAC as follows: (1) It shall request 3ABN and the affected division each to submit a list of three candidates for the BAC; (2) GC Administrative Committee will ask 3ABN to choose one name from the list of three submitted by the affected division and will ask the affected division to choose one name from the list of three submitted by 3ABN; (3) the two members thus selected will then choose any individual to be the third member of the BAC. The three members will choose the chairperson. Both parties agree to abide by the determination of the BAC.

6. TERM OF AGREEMENT:

It is intended that this Agreement serve as a long term agreement. Therefore, this Agreement shall remain in effect until terminated by either party as provided for in this Agreement. Each party has the right to terminate this Agreement without cause by written notice given to the other party no less than ninety (90) days prior to the effective date of the notice. Either 3ABN or GC may terminate this Agreement, either in its totality or as it affects satellite distribution in a specific territory, effective immediately, by written notice given to the other party in any of the following events:

A. if either party fails to fulfil or perform any one or more of the duties, obligations, or responsibilities it has undertaken under this Agreement;

B. if either party assigns or attempts to assign any interest in this Agreement without the other party's written consent;

C. if there is any transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise of any material interest in the direct or indirect control or any change in management of 3ABN that the GC considers adverse to the interests of the Seventh-day Adventist Church or if 3ABN or any of its public personages or its board members become engaged in matters which the GC Administrative Committee considers adversely affects the interests or good name and good will or reputation of the Church.

Upon termination of this Agreement in its totality, 3ABN shall cease to be an authorized broadcaster, distributor, and producer of programming for the GC and will discontinue all services represented to be affiliated with or on behalf of the Church, and neither party shall be responsible to the other for any damages growing out of the termination of this Agreement for any reason whatsoever, including any claim for lost or anticipated income, expenditures, or any other damages. In addition, upon termination of this Agreement, both parties agree to immediately discontinue the use of the names, trademarks, sign, stationery, advertising, or anything else that might make it appear that they are still operating under this Agreement.

7. TRADEMARKS, COPYRIGHTS, AND ORGANIZATIONAL IDENTITY:

A. Both GC and 3ABN agree to refrain from any activity that leads to confusion, uncertainty, or misrepresentation regarding the use of their respective trademarks and trade names.

B. Both the GC and 3ABN will respect the legal bounds that separate the GC from the independent 3ABN ministry. Nothing in this Agreement should be held to mean that the GC has assumed any corporate control of 3ABN and its independent programming or that 3ABN has assumed corporate control of the television programming of the Seventh-day Adventist Church.

C. Copyrights of all 3ABN independent programming will continue to be owned and registered in the name of 3ABN, and copyrights of all programming produced by or for the GC and its affiliated entities will be owned and registered in the name of the GC and/or its affiliated entities.

8. UNCONTROLLABLE INTERFERENCE:

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, earthquakes, disturbances, accidents, war, or other causes beyond the reasonable control of the parties.

9. NO ASSIGNMENT:

Neither party of this Agreement may assign any right or interest in this Agreement without the prior written consent of the other party.

10. BINDING EFFECT & SEVERABILITY:

This Agreement shall benefit and be binding upon the successors and assigns of the parties. If any part of this Agreement is void, voidable, invalid, or unenforceable, for any reason, this Agreement shall then be considered divisible as to such part with the remainder of this Agreement remaining a valid and binding.

11. COMPLETE UNDERSTANDING:

This Agreement terminates and supersedes all prior agreements between the parties, if any. This Agreement sets forth the entire Agreement between the parties. This Agreement may be changed, altered, or amended only in writing

signed by an authorized representative of each party.

Posted by: Zephyr May 7 2006, 06:03 PM

QUOTE(watchbird @ May 6 2006, 10:20 PM)

INTERNATIONAL SATELLITE DISTRIBUTION AGREEMENT

This Satellite Distribution Agreement (Agreement) is made between the General Conference of Seventh-day Adventists (GC), 12501 Old Columbia Pike, Silver Spring, Maryland 20904-6600, and Three Angels Broadcasting Network, Inc. (3ABN), RR#3, Box 176A, Thompsonville, IL 62890.

1. PURPOSE:

...

Thanks for that. The GC legal team did make sure that on paper the GC/SDA...3ABN lines are not blurred. However in practice and in the mind of viewers the distinctions might be lost.

Posted by: watchbird May 7 2006, 07:12 PM

QUOTE(Zephyr @ May 7 2006, 06:03 PM)

Thanks for that. The GC legal team did make sure that on paper the GC/SDA...3ABN lines are not blurred. However in practice and in the mind of viewers the distinctions might be lost.

Be sure you sort these documents out carefully in your mind.

The contract that I posted was the one offered to 3ABN by the GC that 3ABN rejected and refused to sign. Sister gave a graphic description of the meeting and Beartrap posted Folkenberg's public announcement of the fact that 3ABN had refused to agree to the contract. In the same post, beartrap posted the 3ABN letter of rejection, and also a "Statement of Commitment of 3ABN to the Work of the SDA Church".

Both Beartrap and I mentioned a letter from Bill Hulsey, but so far neither of us have gotten around to posting it. Maybe I'll get it done tonight.

Thanks for your interest. And I'd be interested in yours, or anyone's, more detailed analysis or opinion on the document. Would you, as a neutral bystander have considered that this sounded like a "hostile takeover" as it has been said that those at 3ABN saw it?

Posted by: watchbird May 8 2006, 06:21 AM

For what it is worth, here is the letter mentioned in the material Beartrap posted previously.

A Letter From William J. Hulsey

April 16, 1997

To: The Board of Directors of 3ABN

Fellow Board Members,

The topic of signing an agreement with the General Conference has held top priority for many of us over a considerable period of time and has engaged us in seemingly endless hours of thought and discussion and prayer. Yet I respectfully request your audience once more by way of a few personal thoughts.

First I need to say that I have an abiding sense of loyalty to the Seventh-day Adventist church.

Secondly, I have tremendous respect for Elder Bob Folkenberg who has been commissioned with the heavy responsibilities of leadership of the world-wide Church.

Thirdly, as a member of the 3ABN Board for eleven years, I have witnessed the origins, the struggles, the victories and the unprecedented growth of this dedicated ministry, and I'm persuaded that God had His Hand in these affairs also that they might reflect His Glory. At this crucial point in time, I'm reminded of Mordecai's challenge to Queen Esther, "Who knoweth whether thou art come to the kingdom for such a time as this?" God has a plan for us and the consequences are of such gravity that no effort is too great to find assurance that we are aligned with His Will.

Elder Folkenberg has accorded distinct honor to 3ABN with an invitation to join hands with the world Church for the purpose of reaching the masses more expeditiously and we acknowledge the gesture with humility and gratitude. This is certainly a worthy common objective and one which 3ABN has devoted its every effort toward.

For years we have wrestled with matters involving how best to direct our programming so as to remain true to Church and Biblical principles while retaining our position as a supporting ministry. Our Board is composed of individuals from a variety of professional backgrounds, but we all agreed and were determined to see that such a course be outlined and followed. We have felt that the Lord has honored that commitment by granting success as measured by listener acceptance. We want to assure Elder Folkenberg and his colleagues that this determination has not moderated.

My thoughts revert to the beginning of 3ABN when Ellsworth McKee and I responded to the invitation to become charter Board members. We had no previous experience with television broadcasting. Danny & Linda and the Shelton family were enthusiastically engaged in planning and personal involvement with the project but they too were as inexperienced as we. We saw miracle after miracle as funds were directed to us from unexpected sources and the concept materialized step by step. The Lord has taken this amateurish beginning and used it to His glory. As we watch 3ABN now, as I do almost daily, I see a great variety of programs encouraging people to live more healthfully and positively. All of them are done tastefully and without sham or pretense. Danny & Linda present an image that depicts how Christianity is lived out in the home atmosphere. Viewers can easily relate to this concept of Christianity. In addition to the variety programs we air a number of very fine SDA ministers, including those of the Media Center, all of who present the special truths identified with the work of the Three Angels.

For several weeks I have struggled with the concern of how these unique qualities of 3ABN programming could be preserved while at the same time laboring under a formal agreement to place priorities on needs and programming of the Church entity. My fear is that we would be placing our present ministry under great risk by accepting this additional responsibility. I have prayed earnestly for the power of the Holy Spirit to give us insight so that we could feel confident in a united course of action.

I sense that our 3ABN board officers and staff were gratified with our joint effort in broadcasting NET 96. The Church appealed to 3ABN for utilization of our signal in order to project the series into Europe and it was sheer joy to participate in this unprecedented evangelistic thrust. There was no formal contractual agreement, and in spite of limited time restraints, there was beautiful coordination and the churches successfully received the messages. It seems that it was that measure of success that gives impetus to the practicality of plans for future advances. 3ABN can do that type thing well, and we would welcome similar opportunities in the future.

It would therefore seem wise that 3ABN continue to follow the course that we have found to be successful. We dare not abandon the scores of viewers who have testified that our appeal is to the churched and unchurched, the discouraged, those without hope, those searching for Truth. We point them to the Church, the earthly repository of Truth, that they may be nurtured and fulfilled. *Where baptisms result, the Church is benefited and strengthened.*

If these thoughts have merit, the board action of April 14 would need to be modified somewhat. I would like to see our Board reaffirm our devotion to our Lord, restate our loyalty to the Seventh-day Adventist Church, reconfirm our sense of respect and support for Elder Folkenberg and his fellow officers at the helm, and redouble our efforts to do better than which the Lord has signally blessed thus far. Further we would pledge to assist in any way possible the program and projects of the Corporate Church Body, motivated simply by the premise that God's Will is their Will and our Will. The tie that binds us together is love, respect and common beliefs and objectives.

Respectfully,

William J. Hulsey, Board Member, 3ABN

Posted by: Zephyr May 8 2006, 10:39 AM

QUOTE(watchbird @ May 7 2006, 07:12 PM)

Be sure you sort these documents out carefully in your mind.

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Thanks for that clarification. I can't for the life of me see why 3ABN rejected this agreement. And no

It does not sound like any kind of takeover. The SDA church, I am confident, has no interest in taking over 3ABN. It just does not make sense from any angle. I'd like to hear more about 3ABN's reasons/excuses for rejection.

Posted by: watchbird May 9 2006, 04:40 AM

QUOTE(Zephyr @ May 8 2006, 10:39 AM)

Thanks for that clarification. I can't for the life of me see why 3ABN rejected this agreement. And no it does not sound like any kind of takeover. The SDA church, I am confident, has no interest in taking over 3ABN. It just does not make sense from any angle. I'd like to hear more about 3ABN's reasons/excuses for rejection.

Thanks for your interest. While Beartrap would be the only one (that I know of) who is posting here that could give you an "insiders" (at that time) view of the rationale given around 3ABN itself, I can give background information on the underlying reasons for the rejection of the contract.

In the packet of information sent out at the time from 3ABN, there was also a copy of an evaluation of the contract that was done by a 3ABN lawyer. I don't think I understand the legaleze enough to even be real sure as to what it said. It's lengthy, but I can post it here if anyone is interested in examining it. But that is of little value, since the real reasons they rejected the contract do not lie with the specific items, but with the idea of having a formal "signed contract" of any kind.

In partial "defense" of the rejection it is only fair to point out that at the time this came up, not only independent ministries, but official church institutions, especially educational institutions of higher learning, were also concerned about Folkenberg's efforts to get everyone in line with his thinking, even to the extent of trying to require "loyalty oaths" on key points of practice and doctrine. So from one angle 3ABN could be excused for resisting a contract on this basis.

However, that is not the whole story, nor does that account for 3ABN's resistance from the beginning to taking any guidance or to having any lines of accountability to the church they claimed to be serving. That the "reasons" do not lie in the specific stipulations of the contract itself, but in something much more basic than that, can be seen by a careful reading of the letter from Bill Hulse, which I posted yesterday. If you will notice, he makes no complaints about specific language or requirements in the proposed contract. His objections are to the very notion of having any contract at all.

This may not be seen as significant by those not acquainted with the attitudes held in the old "self-supporting work" which are held as models for many (though not all) "Independent Ministries" today. The primary one being a deep distrust of what they call the "organized work", that is to say the Conference structures. The phrase "kingly powers", when applied to church leaders, comes straight from these sources. And the condemnation and fear of control by the "organized church" which this phrase indicates, follows recognized psychological functions of betraying their own desire for control, as can be clearly seen as one examines this type of Independent Ministry.

If you combine this with the principles (almost doctrines) held by these groups--that of the function of the "prophet, priest, and king" God assigned roles, then you have the solid, unshakable ground for resistance to any "signed contract" which deprives (or even limits) the power, control, and even leadership (of the church itself) function of the Independent Ministry. Thus the very idea of having a "signed contract" is anathema to them, as the letter from Hulse indicates.

Posted by: Clay May 9 2006, 11:35 AM

this thread was started to put all the documents in one place for review.... (if I find them all that is.....)

Posted by: Johann May 9 2006, 09:37 PM

QUOTE(Zephyr @ May 8 2006, 05:39 PM)

Thanks for that clarification. I can't for the life of me see why 3ABN rejected this agreement. And no it does not sound like any kind of takeover. The SDA church, I am confident, has no interest in taking over 3ABN. It just does not make sense from any angle. I'd like to hear more about 3ABN's reasons/excuses for rejection.

When I entered the sphere of 3ABN six years later the Folkenberg shake was still an important part of the Danny Shelton rhetoric. He made frequent comments on this great crisis in the history of 3ABN. As I recall it he would give as the main reason for rejecting Folkenberg's onslaught, that Danny Shelton's power of control would be curbed. He could no longer decide himself, without external influence, what could be aired on 3ABN. Danny's role would merely be travelling around the world as the main fund-raiser to send programs that he might not even approve of.

As a proof that only 3ABN under the control of Danny Shelton should transmit the Advent message he'd give some horrible examples of how Faith for Today had distorted the TRUTH, and therefore only Danny Shelton should decide what the Church presents to the World.

Posted by: calvin May 10 2006, 07:33 AM

QUOTE(Zephyr @ May 8 2006, 11:39 AM)

Thanks for that clarification. I can't for the life of me see why 3ABN rejected this agreement. And no it does not sound like any kind of takeover. The SDA church, I am confident, has no interest in taking over 3ABN. It just does not make sense from any angle. I'd like to hear more about 3ABN's reasons/excuses for rejection.

Every business transaction or contract has to be a win-win, both sides have to benefit. IMO, 3abn had very little to gain, they did not need any kind of official endorsement from the Church it was already very successful. What really was the Church bring to the table in exchange for it's desire for content control? Not much, 3abn did not need the Church for gains in views or donations, they had access to local churches, doubt if the Church could offer any technical expertise that 3abn did not have or could find somewhere else. Maybe the Church could offer some official church programming that 3abn did not have, but they may not have desired the programming anyway.

All the nicely worded letters aside; 3abn did a BUSINESS cost/benefit analysis and said no thanks. Just from my cursory review and with hindsight, IMO it was a good decision for 3abn.

The best thing the Church could have done was to create Hope TV. 3abn has a monopoly on Adventist

broadcast. It needed some competition.

Posted by: statrei May 10 2006, 07:46 AM

QUOTE(calvin @ May 10 2006, 08:33 AM)

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The best thing the Church could have done was to create Hope TV. 3abn has a monopoly on Adventist broadcast. It needed some competition.

Agreed. An important aside to this is that a bad result does not necessarily mean that the intent behind the original action was bad. Even though bad intent may creep in over time we should resist the temptation to automatically backdate it.

Posted by: Zephyr May 10 2006, 12:17 PM

QUOTE(calvin @ May 10 2006, 07:33 AM)

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The best thing the Church could have done was to create Hope TV. 3abn has a monopoly on Adventist broadcast. It needed some competition.

Your analysis is correct Mr C. The move by the church was kind of visionary--I am sure they foresaw situations like what now obtains at 3ABN. IOW it was a bid for some amount of control, however constituted.

3ABN (or its succesor) will always have an edge over the church. The church is too complicated (not complex) in its management structure and its systems of accountability to do well in any venture requiring entrepreneurial drive.

3ABN may have moral problems and other kinds of skullduggery but it delivers good programming that its viewers and patrons like.

Posted by: statrei May 10 2006, 12:29 PM

QUOTE(Zephyr @ May 10 2006, 01:17 PM)

The move by the church was kind of visionary--I am sure they foresaw situations like what now obtains at 3ABN. IOW it was a bid for some amount of control, however constituted.

Visionary is not the word I would use but that episode does reflect the results of flawed "remnant" thinking. Why would the GC think they could present 3ABN with a contract for them to sign? One would think that such a contract would arise out of talks and negotiations between the two entities. However, remnant thinking can result in strange behavior.

Posted by: Zephyr May 10 2006, 12:54 PM

QUOTE(statrei @ May 10 2006, 12:29 PM)

Visionary is not the word I would use but that episode does reflect the results of flawed "remnant" thinking. Why would the GC think they could present 3ABN with a contract for them to sign? One would think that such a contract would arise out of talks and negotiations between the two entities. However, remnant thinking can result in strange behavior.

I don't know if there were any such negotiations and I wouldn't be surprised if there were none or little. I don't believe it was "remnant thinking" (at least not in the pejorative sense) that motivated them. I think they anticipated a successful 3ABN and wanted to preempt any negative fallout for the church should things go bad at 3ABN. I think the backdrop to this contract is the tv scandals of the 80's and early 90's.

The irony is that 3ABN is so powerful they can't do a thing...no matter what. Too many are feeding at the 3ABN trough.

Posted by: Johann May 10 2006, 01:19 PM

QUOTE(Zephyr @ May 10 2006, 08:54 PM)

The irony is that 3ABN is so powerful they can't do a thing...no matter what. Too many are feeding at the 3ABN trough.

It has come to the question if it is 3ABN running the Church or the Church running what? How long will the Church tolerate being run by 3ABN?

Posted by: summertime May 10 2006, 05:39 PM

QUOTE(Johann @ May 10 2006, 02:19 PM)

It has come to the question if it is 3ABN running the Church or the Church running what? How long will the Church tolerate being run by 3ABN?

I know that I must sound like a broken record. But I hope that the church leaders will realize what their full confidence in the actions of the President of 3ABN are doing to the young foks in the church who are looking for their church leaders to help them find the way. After all, isn't that why we take our older teenagers to church and try to get them involved in the SDA religion who touts Danny as one who has been spoken to by God? I have some of these older teenagers living in my house, and they used to watch 3ABN faithfully--especially on Sabbath. Now when they see him come on to talk about "Mending Broken People" they laugh and want to know if he has gotten rid of this wife and is looking for another. This is a joke to them, but it should not be overlooked by the familiar faces of our preachers that they see on 3ABN everyday. They are entirely losing confidence in the morality of the church as a whole.

Posted by: Clay May 10 2006, 06:58 PM

my kids are not looking at 3abn for role models. I encourage my children to have a relationship with God, not with a church or a denomination.... that is where we have erred....

Posted by: Hersheys99 May 10 2006, 07:20 PM

QUOTE

my kids are not looking at 3abn for role models. I encourage my children to have a relationship with God, not with a church or a denomination.... that is where we have erred....

I agree that is what we should teach our kids & that is what I taught mine as well. BUT unfortunately kids do look to others as role models cause if they didnt' then we would have no need of the super stars, etc. that kids look up too. I know my older girls seen a lot of stuff in the "leadership" in these so called churches & their kids, etc. to turn them off somewhat. One of them isn't even in church/religion today in any capacity. No the "church" isn't entirely to blame but when they see those in leadership roles & their kids doing things that are WRONG as WRONG can be & nothing being done about it even when it is brought to their attention it does hurt our kids relationship with God.

I know growing up I was the same way even though I was told we shouldn't look to leadership, etc. but to God. Being told that & following that is 2 different things. I hope and pray that your kids can adhere to that as it will save them a lot of heartache & undue stress if they can. Just keep telling them that & hopefully it sticks with them & that is the course they will follow.

Posted by: Clay May 10 2006, 07:25 PM

when we teach our kids to think for themselves then they learn to look behind the curtain, they are not impressed with the hype and they figure out quite quickly that we are all human... as I have said in other threads... church is overrated... and unfortunately some leaders in the church take themselves way too seriously...

Posted by: Hersheys99 May 10 2006, 07:33 PM

I agree church is totally overrated as do some leaders take themselves way too serioiusly. What is sad is when you talk to these leaders & they have one excuse after another why they are doing

what they are doing & they make you look like you are the one with the problem, etc. Hence one reason I am no longer in the church I really felt part of & like family there. Now I am so disillusioned as a whole with the churches I haven't found one I care to attend full time.

Posted by: PaperTigers May 10 2006, 07:50 PM

I agree Hersh...

sometimes even if you teach your kids to think for themselves, they have a tendency to look to others who are put in front of them as role models. Hopefully they are able to differentiate between the real and the fake, but oftentimes the two are so close that it's hard to tell.

Posted by: Johann May 15 2006, 06:13 AM

QUOTE(PaperTigers @ May 11 2006, 03:50 AM)

I agree Hersh...

sometimes even if you teach your kids to think for themselves, they have a tendency to look to others who are put in front of them as role models. Hopefully they are able to differentiate between the real and the fake, but oftentimes the two are so close that it's hard to tell.

Sad to say, but not only children follow role models. Public radio in Norway has announced that the *chairman of the board of 3ABN Europe, is evading arrest by police for his immoral acts. Is he following his role model from 3ABN?*

Posted by: summertime May 15 2006, 08:24 AM

QUOTE(Johann @ May 15 2006, 06:13 AM)

Sad to say, but not only children follow role models. Public radio in Norway has announced that the chairman of the board of 3ABN Europe, is evading arrest by police for his immoral acts. Is he following his role model from 3ABN?

A problem is that, as I have posted before, there are way too many parents who pay for their children to go to our academies and colleges, plunk them there thinking that they will be trained and influenced properly, and then they go home to their lives thinking little about the influence the teachers and the fellow students will have on them. Actually, I doubt if a lot of them care at all. Then the Bible teachers in the academy sing the praises of Danny Shelton and 3ABN (look at what happened at Andrews University). Our children, even through the tender years that they are absorbing a life style in our colleges, are influenced by the supposed leaders of our church, and when they glorify 3ABN, then the children will do so also. I see it in my own home.

And I was shocked at the post that Johann made this morning that the 3ABN Europe Chairman of the board is running from the police because he has been acting immorally. Shades of what has happened in other churches, and does not anybody care? So we sit and allow this to happen in the organizations that preach the 3rd angels message? This whole thing should prompt us to sit up and notice how the next generation will follow. In shielding these men (and women) who act improperly, we are harming our world of tomorrow

Isn't 3ABN Europe a part of 3ABN? What does the home base in T'ville control in regards to 3ABN

Europe?

Posted by: awesumtenor May 15 2006, 10:34 AM

QUOTE(Clay @ May 10 2006, 07:58 PM)

my kids are not looking at 3abn for role models.

While this is true, even things that touch us peripherally affect us... as Watchman Nee notes when, regarding footwashing, he says:

...the point about the dust on our feet is this, that in walking through the world, no matter who we are or how careful we may be, it is inevitable table that our feet will collect something. Of course if we do not touch the earth at all, we certainly pick up nothing, but to achieve this we should have to be carried around. If we do touch the ground-and who seriously expects not to?-we are certain to pick up what is there. Even our Lord Jesus rebuked his host with the words: "Thou gavest me no water for my feet" (Luke 7:44). So please remember that the mutual washing in John 13 is not concerned with sins committed, for which there is always forgiveness through the Blood, but from which anyway God intends that we should be delivered. No, it is concerned rather with our daily walk through the world, during which it is unavoidable that we shall contract something. "Ye are clean," Jesus says. The precious Blood sees to that. "He that is bathed needeth not ..." and as far as sin is concerned the sentence might end there. But move about in Satan's kingdom and something certainly clings to us. Like a film upon us it comes between us and our Lord. This is inescapable, simply because we are touching the world's things all the time, its business and its pleasures, its corrupt scale of values and its whole ungodly outlook. Hence the words with which Jesus concludes: "... save to wash his feet."

One need not be a 'role model' to affect others... for good or ill... especially if the ones being influenced are children.

In His service,
Mr. J

Posted by: Panama_Pete May 15 2006, 01:08 PM

QUOTE(Johann @ May 15 2006, 07:13 AM)

Sad to say, but not only children follow role models. Public radio in Norway has announced that the chairman of the board of 3ABN Europe, is evading arrest by police for his immoral acts. Is he following his role model from 3ABN?

That story being circulated on Public Radio must be rather unsettling for many who see these folks as leaders and role models.

Posted by: summertime May 15 2006, 03:24 PM

QUOTE(Clay @ May 10 2006, 06:58 PM)

my kids are not looking at 3abn for role models. I encourage my children to have a relationship with God, not with a church or a denomination.... that is where we have erred....

Clay, do your children go to Sabbath School--do they admire their teachers? Do they sit in the church service with you and watch as you carefully listen to and agree with what the pastor has said? As sure as you are sitting there with them they are learning to love and respect the speakers of the moment--unless you belabor them to ignore the examples of the leaders who stand before them. My children loved and admired those who led them in worship service---and heaven forbid that any of them would lead our children and youth away from the will of God. I think that is what we are seeing today when they joyfully watch 'Tiny Tots for Jesus' and all the rest. How are these leaders showing love to the 'squished' and the downtrodden? "By their fruits you will know them."

Posted by: summertime May 15 2006, 03:36 PM

QUOTE(Panama_Pete @ May 15 2006, 01:08 PM)

That story being circulated on Public Radio must be rather unsettling for many who see these folks as leaders and role models.

To tell you the truth, that story being circulated on Public Radio in Norway, about anyone connected to the name of Seventh Day Adventist being in the position of running from the police, is rather unsettling to me.

Posted by: Clay May 15 2006, 03:41 PM

QUOTE(summertime @ May 15 2006, 04:24 PM)

Clay, do your children go to Sabbath School--do they admire their teachers? Do they sit in the church service with you and watch as you carefully listen to and agree with what the pastor has said? As sure as you are sitting there with them they are learning to love and respect the speakers of the moment--unless you belabor them to ignore the examples of the leaders who stand before them. My children loved and admired those who led them in worship service---and heaven forbid that any of them would lead our children and youth away from the will of God. I think that is what we are seeing today when they joyfully watch 'Tiny Tots for Jesus' and all the rest. How are these leaders showing love to the 'squished' and the downtrodden? "By their fruits you will know them."

my children don't like sabbath school because it does not challenge them to think, as much as it continues the indoctrination process. They may or may not sit with me in church, and if the sermon is full of cliché's or questionable things (yes I make the determination of what is questionable) then we leave. If we do say we process the content of the sermon pointing out what was good or not.... we raised our kids to think, to question, even question what we say, to test it... so our experience has

been somewhat different....

Posted by: Johann May 16 2006, 01:59 PM

QUOTE(summertime @ May 15 2006, 11:36 PM)

To tell you the truth, that story being circulated on Public Radio in Norway, about anyone connected to the name of Seventh Day Adventist being in the position of running from the police, is rather unsettling to me.

Pray for him. . . Often they catch the small fish while the big ones remain.

Posted by: awesumtenor May 16 2006, 02:09 PM

QUOTE(Johann @ May 16 2006, 03:59 PM)

Pray for him. . . Often they catch the small fish while the big ones remain.

What did he do to run afoul of the authorities? I have been able to find no reporting of this anywhere... not even from church sources.

In His service,
Mr. J

Posted by: watchbird May 16 2006, 02:47 PM

QUOTE(awesumtenor @ May 16 2006, 02:09 PM)

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In His service,
Mr. J

Yes, Johann, how about sharing with us. If it is on public radio in Norway, it can't be too private to share on BSDA. And what about internet news from Norway. Maybe we have someone here who can translate if you gave us some urls. I wouldn't expect the official church to be making any comment, especially since this is an independent ministry rather than an official church entity. But can you tell us any of the comments that have been made about it in an unofficial way from Adventists in that section of the world?

Posted by: Clay May 18 2006, 10:40 AM

closed for the moment...

Posted by: watchbird Jul 6 2006, 06:58 AM

I see that this has not been noticed since it was reopened. I'm sure there are other "crucial documents" that would be helpful to have brought here from CA or other places.

Also I notice that the questions on Johann's announcement have never been answered.

QUOTE(Johann @ May 15 2006, 06:13 AM)

. . . Public radio in Norway has announced that the chairman of the board of 3ABN Europe, is evading arrest by police for his immoral acts. . . .

QUOTE(awesumtenor @ May 16 2006, 02:09 PM)

What did he do to run afoul of the authorities? I have been able to find no reporting of this anywhere... not even from church sources.

In His service,
Mr. J

Johann, I'm sure by now you have added information on this. Would you please give us a fairly detailed account of what happened and what the status is now? It would be nice if you would include some background information on the man himself as well as the connection between 3ABN Europe and 3ABN in Illinois. Also what are the projected (expected) effects of this on this man's future--both career as well as connection with 3ABN Europe?

Posted by: Panama_Pete Jul 6 2006, 09:18 PM

QUOTE(watchbird @ Jul 6 2006, 06:58 AM)

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This is post #71 in 3ABN Chapter 8 by Beartrap:

"As an employee of 3ABN, Claus Nybo started and operates Lifestyle TV in Sweden. The January edition of 3ABN World says:

"Claus Nybo is president of LifeStyleTV, and also works for 3ABN

as Director of European Development."

Claus had been working at 3ABN for some time before he and Danny went over to Europe to do fundraising and start putting LifestyleTV together.

The Norwegian Union magazine, Advent Nytt has a picture of the LifestyleTV staff, including Danny Shelton, that is captioned "Lifestyle TV Team photograph Tor Tjeransen"

In the picture is also the chairman of the LifestyleTV board, Arvid Hogganwik, who has been disfellowshipped over a sex scandal with a student at a school he runs in Norway. A police investigation is now underway.

3ABN and Amazing Facts have always maintained a mutually beneficial relationship. So have Danny and Finley."

Posted by: Johann Jul 7 2006, 01:47 AM

QUOTE(Panama_Pete @ Jul 7 2006, 05:18 AM) □

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[font=Comic Sans Ms]Our hearts go out to the family of the now former board chairman of the Scandinavian affiliate of 3ABN. It is difficult for the wife, children, and not least his aged, widowed mother. It is also a difficult time for the Bible school, sanitarium, health food store and bakery, all institutions he established and tried to finance by workings as a family physician from 7 AM to 10 PM certain days of the week.

According to the latest media reports of last week he got a very mild punishment, seemingly because he confessed and cooperated fully with the police. Only a fine of 25,000 Norwegian Crowns - or 50 days in prison. His offense was having sex with a young woman without her consent, according to the local paper. It stated that she was receiving psychological aid, and that she had to move away from the community.

55 years ago I stayed with his grandparents while canvassing. I recall that while Arvid was a medical

student he told me of his high ideals of following the EGW blueprints for the health institutions he planned, and I recall he got a group of enthusiastic young SDA to help him lay the foundation for these institutions.

Arvid must have seen what the president got away with. Could that have lowered his resistance against temptation?

Posted by: Panama_Pete Jul 7 2006, 10:08 AM

QUOTE(Johann @ Jul 7 2006, 01:47 AM) □

Arvid must have seen what the president got away with. Could that have lowered his resistance against temptation?

Perhaps.

His medical training may have been helpful: In this case, it appears the young woman did not become pregnant, because the fine seems to have been so light.

Other men who have no medical training, but have done similar things, aren't always so fortunate.

Posted by: Fran Jul 20 2006, 10:21 PM

Please try this link again. I read CA has opened 3ABN topics. Maybe this will work.

<http://clubadventist.com/adventist/showflat.php/Cat/0/Number/133152/an/0/page/0#Post133152>

If not, go to Club Adventist and select "Main Index" from the main page top right links.

<http://clubadventist.com>

From this page, scroll down to "Adventist Radio, TV, Print & Internet Ministries". It is the 10th subject on the page. Yeah, WAY down there.

From that group, select "**3ABN topics**".

Scroll down to "**Kay Kuzma, 3ABN, and Linda Shelton**". It has been viewed 21,878 times and has 244 posts. This has much documentation from the beginning.

A must read is the **IL vs. 3ABN Property Tax Lawsuit**. This is the document that proves Danny;'s 3ABN Financial Actions are not handled properly! It spells out their dealings with **TRUST FUNDS**

This topic is closed and can not be posted to. However, it has a wealth of information that would be good to add to the packet being prepared.

I am not able to bring the threads over at this time, but feel they are vital to a real understanding of the seriousness of this situation.

It is about **ABUSE** in every sense. Abuse to Linda, Dr A, Johann, Darrell, Nick Miller, yes, even Brenda Walsh. (She just hasn't figured that out yet) He has abused the **DONORS** the most. He has even abused his board members. He lets them be the fall guys. He has abused the Conference President K Denslow and his parents by getting his way by threats against the parents and ruining Denslow. The list goes on and on IMO.

His family has been abused. He fired them and called them back and buys them to back him up and gets them to do his beck and call. Tammy, his sister has been abused. He uses her and I would guess she isn't even aware of it. IMO

Oh yes, Brenda's Walsh's husband is being abused as we speak. All in the name of the Lord! IMO

People that are accomplices with Danny will begin to talk to make deals to reduce their part in Danny's business. Danny will be left naked for the world to see IMHO.

Posted by: no_cults Jul 21 2006, 07:01 AM

QUOTE(sister @ Apr 30 2006, 04:13 PM) □

This is the letter you were looking for from Dr. Walter Thompson, I posted it about a week ago.
Sister

I wish these letters all had dates on them. That would help.
Sorry, not trying to be critical.

Posted by: watchbird Oct 28 2006, 06:52 PM

While I understand that it is not generally considered acceptable to quote a whole previous post.... especially when it is as lengthy as this one, I think it is desirable to do so here, since in order to make sense of the new document below, this one needs to be close by for easy reference. The new document is a memorandum from Danny Shelton's lawyer concerning this proposed contract.

Other dialogue between 3abn and Elder Folkenberg concerning this proposed contract may be seen by going back to post #12 of this thread and continuing through about post #21.

QUOTE(watchbird @ May 7 2006, 12:20 AM) □

INTERNATIONAL SATELLITE DISTRIBUTION AGREEMENT

This Satellite Distribution Agreement (Agreement) is made between the General Conference of Seventh-day Adventists (GC), 12501 Old Columbia Pike, Silver Spring, Maryland 20904-6600, and Three Angels Broadcasting Network, Inc. (3ABN), RR#3, Box 176A, Thompsonville, IL 62890.

1. PURPOSE:

This Agreement recognizes 3ABN as a non-exclusive interdivision satellite distributor of television programming produced by the GC and its affiliated entities and as a non-exclusive producer of television programming

contracted for by the GC and affiliated entities, and setting forth the respective duties, obligations, and responsibilities of the parties. Nothing in this Agreement precludes 3ABN from producing and distributing by satellite other programs that do not otherwise violate the terms of this Agreement. Any additional cooperative communication initiatives will be the subject of future negotiations and written agreements.

2. RELATIONSHIP BETWEEN PARTIES:

A. The relationship between the parties shall be one of mutual cooperation in utilizing satellite distribution of television programming to proclaim the Gospel of our Lord to the whole world. The GC shall not be considered the agent or representative of 3ABN, and 3ABN shall not be considered the agent or representative of the GC, and neither shall hold itself out or otherwise represent itself as being the agent or representative of the other. Neither party shall have the right to bind the other contractually in any respect whatsoever.

B. In their promotional efforts, both 3ABN and GC will recognize the contributions of the other.

C. Financial appeals (other than regularly aired promotional programs and/or on-screen phone numbers) targeted for viewers outside of the North American Division, shall be undertaken only after consultation with the church governing bodies within the affected territory.

D. Any financial relationship between a Church entity and 3ABN for distribution of programming will be documented by written agreement and approved beforehand by the designated GC body.

3. PROGRAMMING:

A. Program production by Church: Church membership on all levels of the Church, through its elected representatives, may both provide programming to 3ABN for satellite distribution and may contract with 3ABN to produce programming for satellite distribution.

B. Program continuation: Church membership, through its elected representatives, may request through the Issues Resolution Procedure of this Agreement the discontinuation of programming that is distributed by satellite by 3ABN to the territory they represent and which the membership considers detrimental to the work of the Church.

C. Planning or other issues: All program production issues will be addressed by bodies designated by the General Conference Administrative Committee and which will include representatives of the affected world divisions, 3ABN, and the GC.

4. BROADCASTING AND DISTRIBUTION:

A. So that 3ABN's services can optimally support the worldwide mission of the Church, committees or boards appointed by the General Conference Administrative Committee will be the channel for interaction between 3ABN and the world field for developing and distributing television programming by satellite and addressing technical, equipment, financial, distribution, and other related issues affecting those territories.

B. Local or regional broadcast, cable, or other distribution systems for programs received from the 3ABN interdivision satellite distribution system will be either owned or contracted for as determined by the Church governing body in that territory or region. Should the Church governing body make no decision, 3ABN may initiate such contracts after receiving authorization by

the church governing body, a request which shall not be unreasonably withheld. If the Church governing body refuses to respond to such a request 3ABN may initiate the issues resolution process.

5. ISSUES RESOLUTION:

Both GC and 3ABN agree that no civil court has jurisdiction over this Agreement and that any issue, controversy, disagreement, or claim arising out of or relating to the breach of this Agreement shall be settled by using this issues resolution procedure. Wherever an issue arises, GC and 3ABN agree to resolve the issue as follows through their designated representatives:

A. (Step 1) GC and 3ABN will communicate informally and attempt to resolve the issue.

B. (Step 2) If informal communication does not resolve an issue and if the issue is not of an urgent nature, then it shall be placed on the agenda for review by an annual consultation, chaired by a designee of GC, and including representatives of 3ABN, the GC, and the world territories using 3ABN satellite distribution services, to review 3ABN programming and distribution services and unresolved issues.

C. (Step 3) If informal communication and the annual meeting do not resolve an issue or if it is of an urgent nature, then the GC shall appoint and chair a special Issue Resolution Committee which shall include designated representatives of 3ABN and GC, and the affected territory or territories to consider and resolve the issue.

D. (Step 4) If Steps 1, 2 and 3 do not resolve the issue, the chairman of the board of 3ABN and the GC by mutual agreement shall select a mediator who shall work with the parties to resolve the issue. (This step may come earlier in the process if the parties agree).

E. (Step 5) If Steps 1 through 4 do not resolve the issue, the issue shall be referred to a three-member Binding Arbitration Committee (BAC) appointed by the General Conference Administrative Committee to review the issue and make a final determination. The General Conference Administrative Committee shall select members of the BAC as follows: (1) It shall request 3ABN and the affected division each to submit a list of three candidates for the BAC; (2) GC Administrative Committee will ask 3ABN to choose one name from the list of three submitted by the affected division and will ask the affected division to choose one name from the list of three submitted by 3ABN; (3) the two members thus selected will then choose any individual to be the third member of the BAC. The three members will choose the chairperson. Both parties agree to abide by the determination of the BAC.

6. TERM OF AGREEMENT:

It is intended that this Agreement serve as a long term agreement. Therefore, this Agreement shall remain in effect until terminated by either party as provided for in this Agreement. Each party has the right to terminate this Agreement without cause by written notice given to the other party no less than ninety (90) days prior to the effective date of the notice. Either 3ABN or GC may terminate this Agreement, either in its totality or as it affects satellite distribution in a specific territory, effective immediately, by written notice given to the other party in any of the following events:

A. if either party fails to fulfil or perform any one or more of the duties, obligations, or responsibilities it has undertaken under this Agreement;

B. if either party assigns or attempts to assign any interest in this Agreement without the other party's written consent;

C. if there is any transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise of any material interest in the direct or indirect control or any change in management of 3ABN that the GC considers adverse to the interests of the Seventh-day Adventist Church or if 3ABN or any of its public personages or its board members become engaged in matters which the GC Administrative Committee considers adversely affects the interests or good name and good will or reputation of the Church.

Upon termination of this Agreement in its totality, 3ABN shall cease to be an authorized broadcaster, distributor, and producer of programming for the GC and will discontinue all services represented to be affiliated with or on behalf of the Church, and neither party shall be responsible to the other for any damages growing out of the termination of this Agreement for any reason whatsoever, including any claim for lost or anticipated income, expenditures, or any other damages. In addition, upon termination of this Agreement, both parties agree to immediately discontinue the use of the names, trademarks, sign, stationery, advertising, or anything else that might make it appear that they are still operating under this Agreement.

7. TRADEMARKS, COPYRIGHTS, AND ORGANIZATIONAL IDENTITY:

A. Both GC and 3ABN agree to refrain from any activity that leads to confusion, uncertainty, or misrepresentation regarding the use of their respective trademarks and trade names.

B. Both the GC and 3ABN will respect the legal bounds that separate the GC from the independent 3ABN ministry. Nothing in this Agreement should be held to mean that the GC has assumed any corporate control of 3ABN and its independent programming or that 3ABN has assumed corporate control of the television programming of the Seventh-day Adventist Church.

C. Copyrights of all 3ABN independent programming will continue to be owned and registered in the name of 3ABN, and copyrights of all programming produced by or for the GC and its affiliated entities will be owned and registered in the name of the GC and/or its affiliated entities.

8. UNCONTROLLABLE INTERFERENCE:

Neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, earthquakes, disturbances, accidents, war, or other causes beyond the reasonable control of the parties.

9. NO ASSIGNMENT:

Neither party of this Agreement may assign any right or interest in this Agreement without the prior written consent of the other party.

10. BINDING EFFECT & SEVERABILITY:

This Agreement shall benefit and be binding upon the successors and assigns of the parties. If any part of this Agreement is void, voidable, invalid, or unenforceable, for any reason, this Agreement shall then be considered divisible as to such part with the remainder of this Agreement remaining a valid and binding.

11. COMPLETE UNDERSTANDING:

This Agreement terminates and supersedes all prior agreements between the parties, if any. This Agreement sets forth the entire Agreement between the parties. This Agreement may be changed, altered, or amended only in writing

signed by an authorized representative of each party.

Memorandum from Cole, Raywid & Braverman, L.L.P.

Attorneys At Law

To: Danny Shelton

From David M. Silverman

Date: April 15, 1997

Re: International Satellite Distribution Agreement

This memorandum summarizes the duties and obligations imposed by the proposed agreement between 3ABN and the General Conference of Seventh Day Adventist ("G.C."). Each numbered paragraph refers to the same numbered paragraph in the agreement:

1. Purpose- Although this prefatory paragraph does not affirmatively impose any obligations on either party, it recognizes 3ABN as a non-exclusive distributor of television programming "produced by the GC and its affiliated entities," and further recognizes 3ABN as a "producer of television programming contracted for by the GC and affiliated entities. . . ." This paragraph also states that the Agreement sets for the "respective duties, obligations, and responsibilities of the parties." Although 3ABN is free to produce and distribute other satellite programming, such programming must "not otherwise violate the terms of this Agreement."

2. Relationship Between Parties--

A. A standard contract clause.

B. This provisions obligates both parties to "recognize the contributions of the other" in promotional efforts.

C. This provision states that "financial appeals . . . targeted for viewers outside of the North American Division, shall be undertaken only after consultation with the Church governing bodies within the affected territory." While this does not give the GC approval over financial appeals, the obligation to consult with Church governing bodies would require 3ABN to disclose fundraising plans to them.

D. This paragraph states outright that "any financial relationship between a church entity and 3ABN for distribution of programming will be documented by written agreement and approved beforehand by the designated GC body." In other words, both written agreements and GC approval are required prior to any "financial relationship" for distribution of programming. This paragraph does not state the applicable geographic area, nor is a "financial relationship" defined.

3. Programming--

A. No obligations imposed.

B. This paragraph permits "Church membership" to request discontinuation of 3ABN programming "to the territory they [the Church membership] represent and which the membership considers detrimental to the work of the Church." It is unclear who the "Church membership" would be in any particular territory, but it is clear that the sole decision in terms of what is considered "detrimental to the work of the Church" would be up to that membership. This paragraph also introduces use of the "issues resolution procedure of this agreement."

C. This paragraph requires "all program production issues [to] be addressed by bodies designated by the" GC administrative committee, which will include 3ABN representatives. Again, it is unclear what would be considered a "program production issue," but that language is so broad as to conceivably include all decision about what programming to produce. Thus, 3ABN would be bound by this paragraph to abide by the "General Conference administrative committee" in making any program production decision.

4 Broadcasting & Distribution--

A. This paragraph requires 3ABN to utilize "committees or boards appointed by the General Conference administrative committee" as a "channel" for "developing and distributing television programming by satellite and addressing technical, equipment, financial, distribution and other related issues affecting these territories." This paragraph clearly prevents 3ABN from developing or distributing any television programming without going through the General Conference administrative committee first.

B. This is another affirmative obligation, providing that "broadcast, cable or other distribution systems for programs received from the 3ABN interdivision satellite distribution system will be either owned or contracted for as determined by the Church governing body in that territory or region." In other words, the LPTV, cable or other distribution system by which 3ABN programming is distributed will either be owned by the Church governing body or the ownership will be determined by the Church governing body in that territory or region. 3ABN may "initiate such contracts" only if the Church governing body makes no decision and affirmatively authorizes 3ABN to make contracts. It is unclear what "contracts" this paragraph is referring to, although it would appear to relate to contracts for ownership of the LPTV or other distribution systems. If the Church governing body does not respond to 3ABN's request, 3ABN sole alternative is to "initiate the issues resolution process."

5. Issues Resolution-- The introductory paragraph states that the only forum for determining any dispute under this Agreement is the "issues resolution procedure," as no court is permitted to have jurisdiction over the agreement.

A. Informal communications are the first step.

B. If informal communications do not work, the matter is reviewed by "an annual consultation, chaired by the designee of GC," which will include representatives of 3ABN, the GC "and the world territories using 3ABN's satellite distribution services." This appears to indicate that most issues can be reviewed only on an "annual" basis by a committee "chaired" by a GC designee and which includes representatives of all "world territories using 3ABN's satellite distribution services," not matter how limited the problem might be.

C. If the matter cannot wait until the annual meeting referred to above, a special issue resolution committee will be appointed and chaired by the GC, made up of representatives of 3ABN, the GC "and the affected territory or territories." However, it should be noted that this committee is appointed and chaired by the GC.

D. If the issue resolution committee cannot resolve the problem, then 3ABN and GC may jointly select a mediator.

E. If the mediator cannot resolve the issue, a binding arbitration committee ("BAC") will be appointed. Although this paragraph states that the BAC will be "appointed by the General Conference administrative committee," it appears that the GC administrative committee and 3ABN each get to choose an arbitrator and the two arbitrators select a third arbitrator to reach a binding decision.

Binding arbitration, as described above, is often not the best choice for dispute resolution--the arbitrators' incentive is to compromise, which the parties could do themselves, if it were the right result. In addition, these provision have been written in such a way that the GC has "stacked the deck"--at each step there will be a larger number of persons who would have reason to favor the GC.

6. Term of Agreement-- The agreement may be terminated without cause by either party on 90 days written notice. Under certain conditions, the Agreement may be terminated within a specific territory without having to wait 90 days. Upon termination of the Agreement, however, 3ABN shall no longer be considered "an authorized broadcaster, distributor, and producer of programming for the GC and will discontinue all services represented to be affiliated with or on behalf of the Church" Thus, it appears that termination of the Agreement in its totality would, in essence, sever all ties between 3ABN and "the Church." It is unclear to me under what authority the GC can require such separation.

7. Trademarks, Copyright & Organizational Identity-- 3ABN continues to own copyright to all of its "independent programming." However, this paragraph contains an unusual statement that both parties "will respect the legal bounds that separate the GC from the independent 3ABN ministry." It is unclear why such statement would need to be made, unless the GC does not usually respect such bounds--or is planning to disregard them in stances covered by this agreement.

8. Uncontrollable Interference-- This is known in most contracts as "force majeure," and is nothing out of the ordinary.

9. No Assignment-- No assignment is permitted without the prior written consent of the other party. It is unlikely that either party would want to assign its rights to a third party in any event.

10. Binding Effect & Severability-- A standard contract clause.

11. Complete Understanding-- This is also a standard contract clause and provides that this written agreement represents the entire agreement between the parties and "terminates and supersedes all prior agreement."

I did not receive any pages after page 3 and cannot speak to any provisions that might have appeared on later pages of the Agreement. I hope this is of some use and would urge you to contact me if you have any questions

concerning this matter or if you would like any assistance in either revising this Agreement or drafting a new one.

Posted by: Daryl Fawcett Nov 9 2006, 03:35 PM

So is there an actual agreement of some sort between the SDA Church and 3ABN?

Posted by: watchbird Nov 9 2006, 04:42 PM

QUOTE(Daryl Fawcett @ Nov 9 2006, 04:35 PM)

So is there an actual agreement of some sort between the SDA Church and 3ABN?

The two documents immediately above in this thread are part of a group of documents from the Spring of 1997 most of which are posted beginning with post #12 of this thread and continuing through about post #21.

They are not all in exact order, so to really make sense of them it would be helpful for you to print them out so you can line them up and compare them and put them in their correct order. The reason I reprinted one of these above was because the document giving the 3abn attorney comments on the proposed contract was never posted with the rest of the group when they were put up last spring.

If you make this "time line" you will see that at the end of it, the correspondence ended with 3abn refusing to sign the contract offered by Folkenburg, in fact one of the letters is from Bill Hulsey, at that time board member, who stated that they would not consider any kind of "contract" with the GC. And instead they sent a general statement of 3abn support for the church.

That was the last document that I had in my possession from the 1997 time frame.

However, just recently Panama Pete posted a document from later that year.... dated November, 4, 1997. which is called "Joint Declaration of Commitment by the General Conference of Seventh-day Adventists and Three Angels Broadcasting Network". This is post #20, in the thread "3abn?, Left Out", and it can be found at <http://www.blackstda.com/forums/index.php?s=&showtopic=11339&view=findpost&p=158460> followed by additional discussion of the document, including comments on how Danny has used this through the years.

In reading this through carefully several times, I am struck with the onesidedness of it.... and the very limited areas in which there was agreement to have some kind of arbitration and that was ONLY in programming.... and could only be initiated by a very high level group. Seemingly no individual or even any media center person could appeal directly to the GC to set the arbitration process in motion. Here is the wording of that paragraph.....

"In the event of a disagreement between 3ABN and a duly authorized Executive Committee of a world Division of the Seventh-day Adventist Church regarding programming which the the Division Executive Committee believes is detrimental to the mission of the Church, "

Frankly, I cannot help but wonder what it was that caused Folkenberg to agree to these stipulations..... assuming of course that he did agree to them, for I don't know of anyone so far that has seen a signed copy..... which gives all of the advantages to 3abn and leaves the GC with no authority to have anything to say about the operations or choices of programming other than this one

vague and very limited clause.

We have had multiple people testify to the way Danny uses various kinds of coercion to get what he wants. Isn't the most logical explanation that the GC persons who saw and signed this did so under some kind of duress?

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