COASTAL CALIFORNIA LAESTADIAN LUTHERAN CHURCH
a California nonprofit religious corporation

September 3, 2026

Via Email (info@llchurch.org; arvin.pirness@llchurch.org) and Certified U.S. Mail

Laestadian Lutheran Church
Board of Directors and 2026 LLC Congregation Delegates
c/o Arvin Pirness, Executive Director
212 West 3rd Street
Monticello, MN 55362

cc: Jeffrey Lambert, Esq., counsel for the LLC (jeff@lawyerlambertmn.com) and
member congregations of the LLC, by email, whose delegates the Notice names as recipients of this response

Re: Response of Coastal California Laestadian Lutheran Church to the LLC's Notice dated July 22, 2026

Dear Members of the Board of Directors and Delegates:

I write as the Chairman of the Coastal California Laestadian Lutheran Church ("CCLLC"), in response to the letter of Arvin Pirness dated July 22, 2026 (the "Notice"), which states that a special virtual meeting of delegates has been called for October 1, 2026, to act on the expulsion of CCLLC from the Laestadian Lutheran Church ("LLC"), with a proposed effective date of October 10, 2026. The Notice requests any written response by September 4, 2026. This response is submitted under protest and with a full reservation of rights, for the reasons that follow.

One thing must be stated before all else, because it controls everything else: no lawful notice of the October 1, 2026 meeting has been given – not to CCLLC and, so far as CCLLC can determine, not to any member congregation. The defects are set out in Section II below. Because the Bylaws require written notice to all member congregations at least 30 days before any meeting, and that period has now run, no compliant notice can issue for October 1. The meeting cannot lawfully be held as noticed, and any action taken at it concerning CCLLC's membership would be void.

I. The Notice was not delivered; CCLLC first saw it on August 31, 2026.

The Notice, dated July 22, 2026, was transmitted by email only, on July 23, 2026, from Mr. Pirness to "undisclosed recipients." The copy directed to CCLLC was sent to the congregation's general mailbox – not to its Chairman – where the receiving mail system flagged the message as suspected phishing and quarantined it. It was first discovered on August 31, 2026, four days before the response date the Board arbitrarily selected. No copy was sent by mail. And no copy was sent to briar@triolawplc.com, despite the fact that in the same week the LLC's own counsel was corresponding with me at precisely that address, in letters marked "EMAIL ONLY: briar@triolawplc.com," with copies to Mr. Pirness himself (letters of Jeffrey W. Lambert dated July 28 and August 5, 2026, responding to CCLLC's letters of July 23 and July 29, 2026 regarding its records request under *Minn. Stat. § 317A.461* – the exchange in which CCLLC's Secretary's Certificate of Incumbency, identifying me as Chairman, was delivered to LLC counsel). The LLC thus knew, and was actively using, the channel that reliably reached CCLLC's Chairman, and chose not to use it for the most consequential communication it has ever sent this congregation. The Notice and its transmittal email, the quarantine record, and the complete correspondence are attached as Exhibits A, B, and E through I. [1]

Minnesota law permits termination of membership only "pursuant to a procedure that is fair and reasonable and is carried out in good faith," and treats as presumptively fair a procedure that gives not less than fifteen days' prior written notice ***and the reasons therefor***, with an opportunity to be heard. *Minn. Stat. § 317A.411*. A notice that never reaches its addressee – while the sender is simultaneously corresponding with that addressee at a known, working address on other subjects – does not satisfy that standard, and a response window consumed almost entirely before discovery satisfies it less. Accordingly, CCLLC requests: (1) that the process follow the only sequence that makes the opportunity to respond real: first, the LLC provides the specific decisions, doctrines, and acts requested in Section III below; second, CCLLC is afforded not less than fourteen (14) days thereafter to respond in writing; third, CCLLC's written response is distributed in full to every member congregation and the congregations are given reasonable time to discuss the matter, each with its own delegates – the discussion and deliberation that was deliberately withheld from them before July 3; and only after that is any meeting convened to act. Reasons must precede the response, and the congregations' deliberation must precede any vote, or both opportunities are illusory; (2) that all future notices and communications in this matter be served by certified U.S. mail to CCLLC's address of record, with copies by email to the addresses below; and (3) that this response, like the Notice itself, be distributed in full to every 2026 delegate and to the board of every member congregation, with written confirmation of that distribution. This letter responds now, notwithstanding the defective service, so that no one may say CCLLC was silent.

II. The October 1 meeting cannot lawfully be held as noticed.

The July 22 letter is not merely a defective meeting notice; on its face it is not a meeting notice at all. By its own terms it "serves as written notice to CCLLC of the delegates' action and the reasons supporting the proposed consideration of your membership status" – notice of the July 3 action, addressed to CCLLC alone. Of the October 1 meeting it says only that one "has been called": it states no time, no place, no link or other means of attending the "virtual" meeting, and no resolution or motion to be acted upon. *Minn. Stat. § 317A.435* requires that notice of a members' meeting be given not more than 60 days before the meeting. The Bylaws are explicit as to the minimum and the recipients: "Notification of both regular and special meetings of the LLC must be sent in writing to

[1]

---

[1]The email record at briar@triolawplc.com for this period is as follows: from Mr. Lambert to me, July 17, 2026 (his letter of that date), July 28, 2026, and August 5, 2026, each transmitting correspondence marked "EMAIL ONLY: briar@triolawplc.com" and copied to Mr. Pirness; from me to Mr. Lambert, July 23, 2026 and July 29, 2026, the latter attaching CCLLC's Secretary's Certificate of Incumbency. The Notice was emailed by Mr. Pirness on July 23, 2026 – the same day I wrote to Mr. Lambert from this address — to "undisclosed recipients," reaching only CCLLC's general congregation mailbox, where it was flagged as suspected phishing and quarantined.

all member congregations at least 30 days prior to the meeting." The July 22 letter was addressed to one congregation's chairman, not to all member congregations; it states no time, no place, and no means of attending the "virtual" meeting; and it was dated 71 days before the meeting, outside the statutory window even had its contents complied. Indeed, Mr. Pirness's transmittal email of July 23 itself stated that "[a]dditional communications will be provided before the October 1, 2026 meeting" – an acknowledgment that the Notice was not itself notice of the meeting. As of this writing, none has been received by CCLLC. Accordingly, no lawful notice of the October 1 meeting exists at all.

Nor may the meeting be held "virtually" as the Notice announces: Minnesota law permits a meeting of members to be held solely by remote communication only "to the extent authorized in the articles or bylaws and determined by the board," *Minn. Stat. § 317A.450, subd. 2*, and the LLC's Constitution, Bylaws, and articles contain no such authorization. The same section makes notice by electronic communication effective only where the member has consented to that form of notice, *id.*, subd. 5. CCLLC has given no such consent, and for good reason, given Mr. Pirness's evident effort to avoid communicating with CCLLC's Chairman at the email address through which the LLC's attorney, copying Mr. Pirness, had been corresponding with him that same week. CCLLC requests that any meeting concerning its membership be held in person, at a designated place, where CCLLC may appear and be heard. CCLLC objects now, and will object at the outset of any meeting, that the meeting has not been lawfully called or convened, and does not waive that objection by appearing, responding, or participating by any means. See *Minn. Stat. §§ 317A.435, 450*. CCLLC further notes that under *Minn. Stat. § 317A.433* the business transacted at a special meeting is limited to the purposes stated in the notice of that meeting.

The defect does not concern CCLLC alone. The Bylaws' command is that notice "be sent in writing to all member congregations" – the same notice, to every member. CCLLC therefore demands a copy of whatever notice of the purported October 1 meeting, if any, was actually given to the member congregations: its text, its date, its manner of transmission, and its recipients. If the congregations received a meeting notice that CCLLC did not, the LLC has discriminated among its members in the most basic incident of membership. If they received none, then no meeting has been noticed at all. Either way, the conclusion is the same: the October 1 meeting cannot legally proceed as noticed.

III. The Notice states conclusions, not reasons.

Article II, Section 9 of the LLC Bylaws permits expulsion of a member congregation only where the congregation "does not comply or act in accordance with the Constitution and Bylaws *and* fails to comply and obey the decisions made by the LLC." Both elements are required. The Constitution, Section V, supplies the measure by which any alleged departure must be judged: "the Holy Word of God is the highest authority and only measure according to which all doctrines and teachings in said Corporation are to be examined and judged." This should come as no surprise to Mr. Pirness or the LLC board. It is precisely what I told you in August 2022, and again in June 2023; both letters are attached (Exhibits C and D).

Against that standard, the Notice offers four bullet points that restate the conclusion in different words: that CCLLC "has publicly rejected the decisions" of Annual Meetings; "has sought to overturn prior decisions"; conducts itself "in a manner that the delegates believe is inconsistent with the unity of faith and spirit"; and "is no longer acting in accordance with the Constitution, Bylaws, and decisions." Not one specific decision is identified nor how CCLLC has "publicly rejected the decisions," or, for that matter, how "rejecting" or disagreeing with a decision (particularly one that broke the law) is grounds for expulsion under the Constitution and Bylaws. Not one doctrine of the Constitution from which CCLLC is alleged to depart is stated. Not one passage of the Holy Word of God is cited. Not one act of CCLLC is described. This comes as no surprise; it is Minneapolis/Wolf Lake Expulsion Version 2.0.

So that CCLLC may respond, and so that the delegates may vote on facts rather than labels, CCLLC requests that the LLC provide in writing (and provide CCLLC a fair opportunity to respond):

1. each specific decision of the LLC that CCLLC is alleged to have failed to comply with or obey, identifying the date, the adopting body, and the text of the decision, and the actions that equate to noncompliance or disobedience;
2. the specific doctrine of the Constitution (Sections V and VI) from which CCLLC is alleged to depart, together with the passages of the Holy Word of God demonstrating the departure – the Constitution's own required measure; and
3. the specific statements or acts said to constitute "public rejection," with dates and sources.

IV. On the merits, as far as the Notice permits a response.

A. Asking whether the LLC followed the law and its own Constitution is not "rejecting decisions."

CCLLC has stated, in writing and on the floor of the 2026 Annual Meeting, that the 2022 removals of the Minneapolis and Wolf Lake congregations were carried out without the notice, reasons, or opportunity to respond that Minnesota law and the LLC Bylaws require – a proposition the LLC has now conceded in practice by adopting precisely that procedure here (the very procedure I told you in 2022 that you were required to follow). Questioning whether an action complied with the law and the governing documents is not disobedience; it is the duty of a member, and it is a right Minnesota law protects. *"Let all things be done decently and in order." 1 Cor. 14:40*. A membership terminated in retaliation for the good-faith voicing of a concern that the law has been violated by the LLC and its members is not a procedure "carried out in good faith."

B. Making motions is participation, not violation.

CCLLC submitted proposed new business by the published deadline; the Board refused to place the items on the agenda because it disagreed with them; CCLLC then presented the same items as motions from the floor, exactly as the meeting chair directed. Motions asking the body to affirm its own Constitution and to follow the law of the state of incorporation cannot be grounds for expulsion. That no delegate seconded them is an enlightening fact about the delegates, not a transgression by CCLLC, and only serves to elucidate the government-by-fear established by the LLC board, where no member dares say anything but "my spirit answers to the LLC" for fear of spiritual abuse and retaliation. This is documented ad nauseam, particularly in the past decade, and it finds its precedent in the aggressive and abusive "caretaking" meetings of the 1980s.

C. CCLLC confesses the Constitution without reservation.

CCLLC affirms Sections V and VI in their entirety: the Holy Word of God as the highest authority and only measure; the Apostles', Nicene, and Athanasian creeds; the Unaltered Augsburg Confession; the Small and Large Catechisms of Luther; and that the Kingdom of God is one and indivisible. No one – not the Board, not any delegate, not the Notice – has identified any teaching of CCLLC contrary to these. At the July 3 meeting, the only standard actually articulated was that CCLLC's testimony "doesn't answer to any of our spirits." That standard appears nowhere in the Constitution, the Bylaws, or the Word of God, and the Constitution forbids substituting it for the measure it prescribes. CCLLC believes according to the LLC Constitution. Do the LLC's Executive Director, Board of Directors, and members?

If the LLC truly believes that CCLLC "believes differently," there is an honest way to say so: amend the Constitution to strike the confessions the LLC no longer holds, and remove "Lutheran" from the corporate name. Then we may all agree that we believe differently. Until that day, CCLLC professes exactly what the Constitution professes, word for word.

D. Article II, Section 1 governs admission, not expulsion.

The Notice again invokes Section 1's "unity of faith and spirit" language. As CCLLC has pointed out in writing since June 1, 2023 (once again without any response), Section 1 sets the conditions for admitting new members. The expulsion standard is Section 9, and its only grounds and elements are addressed above.

V. The purported October 1 special meeting.

A. The Notice mischaracterizes the motion adopted on July 3.

The meeting was recorded and it is (together with an unofficial transcription) available at laestadianrecord.org. The motion actually adopted was, verbatim: "From this body of delegates, we would encourage the LLC board and staff to move forward with whatever steps are necessary for the expulsion or expelling of Coastal California Congregation . . . " – an encouragement to the Board, made by the delegate of the Prescott Valley congregation and seconded from Phoenix, after the Southwest representatives stated that "the intent was never to bring forward a motion today to intentionally expel the congregation." The Notice recasts this as a motion "presented" by the Phoenix congregation "pursuant to Article II, Section 9." The recording is available to any delegate who wishes to verify it. The LLC's own counsel described the motion the same way CCLLC does: "at the Annual Meeting the Delegates approved a motion to begin the expulsion of CCLLC" (Exhibit E), a motion to begin a process, not the Section 9 expulsion motion the Notice now claims was "presented."

B. The process was engineered to avoid prior notice and deliberation.

Correspondence of April 22, 2026, among the Southwest Area Mission Committee and LLC leadership records a deliberate decision to keep this matter off the Annual Meeting agenda, because advance notice "could raise a number of question[s] in congregations." LLC leadership, including Mr. Pirness, thought it better that the member congregations' delegates arrive at the meeting with no prior notice that a motion to proceed with expulsion would be raised. Mr. Pirness and the LLC board then refused in writing CCLLC's timely request to place related items on the agenda – again, items that would have called attention to the concerns raised by CCLLC at the 2026 Annual Meeting. A process designed so that member congregations could not discuss the matter before being asked to act on it has not been "carried out in good faith" from its inception, whatever procedures are now appended to its end. Why the need for such deceit? *"And have no fellowship with the unfruitful works of darkness, but rather reprove them. For it is a shame even to speak of those things which are done of them in secret." Eph. 5:11–12.*

C. Written demand to inspect the members' list.

Pursuant to *Minn. Stat. § 317A.439*, CCLLC hereby makes written demand, before the meeting, to inspect and copy the alphabetical list of members entitled to notice of and to vote at the October 1, 2026 meeting, showing each member's address and voting power, for the purpose of communication with other members concerning the meeting.

D. Requests concerning the purported special meeting.

CCLLC requests: (1) the provision of the Bylaws authorizing expulsion of a member congregation by a special virtual meeting of delegates, and a copy of the notice of that meeting given to the member congregations, with the date and manner of its giving; (2) a notice complying with *Minn. Stat. § 317A.435* and the Bylaws' 30-day requirement, stating the date, time, and means of attending the meeting; (3) the exact text of the motion to be voted upon at the meeting; (4) confirmation that CCLLC will be afforded the opportunity to be heard orally at that meeting, as *Minn. Stat. § 317A.411* contemplates; and (5) the audio recording and minutes of the July 3, 2026 Annual Meeting and the vote-tally records reflecting the count reported in the Notice (61 in favor, 1 opposed), which was not announced at the meeting.

VI. The dues pretext.

Mr. Lambert's letter of July 17, 2026 (Exhibit E) asserts that "CCLLC is currently not a voting member of the Congregation based upon a delinquency in the payment of their dues." The assertion fails on the law, on the facts, and on the LLC's own conduct. First, Minnesota law does not permit the suspension of a member, or of any membership right, except through the same fair-and-reasonable procedure (fifteen days' prior written notice stating the reasons, and an opportunity to be heard) that governs expulsion; chapter 317A contains no exception for dues. *Minn. Stat. § 317A.411*. No notice concerning dues has ever been given; no suspension has ever occurred. Second, under the Bylaws the annual membership fee is "determined by the members or their Delegates at the Annual Meeting," computed under the LLC's own Uniform Practice from the number of voting members a congregation reports – a rate and computation only the LLC can state. CCLLC has asked what dues were claimed and in what amount; the LLC has never answered. A party that withholds the number may not be heard to complain of nonpayment. Third, the LLC's conduct refutes its counsel: on July 3, after CCLLC's records request, and two weeks before Mr. Lambert's letter, the LLC seated CCLLC's delegate, addressed him as such throughout the Annual Meeting, solicited seconds for his motions, and counted his vote; and on July 22 the Notice itself certified the resulting tally, sixty-one in favor and "1" opposed. The LLC counted the vote of the very congregation its counsel now says could not vote. Either that tally is valid and CCLLC is a voting member, or it is not – the LLC may choose, but it may not have both. CCLLC renews its request for a written statement of any dues or assessments claimed, with the rate and computation. CCLLC reserves all rights with respect to any amount so claimed, including the right to contest it and the right to notice and a hearing under *§ 317A.411* before any membership right is affected, and it does not concede that any sum is owed.

VII. The records request and CCLLC's corporate status.

By letter of July 2, 2026, CCLLC requested inspection of records under *Minn. Stat. § 317A.461*, and renewed the request by letters of July 23 and July 29, 2026, records that bear directly on the matters now noticed for a vote. The LLC, through counsel, has declined to produce any record until CCLLC obtains a certificate of revivor in California, citing CCLLC's administrative suspension by the Franchise Tax Board (Letter of Jeffrey W. Lambert, Aug. 5, 2026) – while simultaneously prosecuting this expulsion on the LLC's own timetable. Three points ought to be considered regarding this stonewalling. First, the suspension is an administrative tax matter, not a dissolution: CCLLC's revivor application has been in process and its tax-exemption filings submitted for more than half a year, and more importantly, the suspension says nothing about CCLLC's membership, its confession, or its rights as the subject of this proceeding. Franchise Tax Board personnel have stated that processing would be expedited if CCLLC were to file litigation against the LLC. CCLLC finds the prospect wholly distasteful and unnecessary, and requests, therefore, that the LLC follow the law and produce the records that Minnesota law requires it to produce. That is all: follow the law. Indeed, the LLC's counsel put the condition in writing at the outset: "It is my understanding that a Special Meeting will take place within the next sixty to seventy-five days for the purpose of voting on the expulsion of CCLLC. In the event the Delegates do not vote to expel CCLLC, we can then discuss a response to your request." (Exhibit E.) The records a member needs in order to respond to its proposed expulsion are to be "discuss[ed]" only if the expulsion fails. That is not a records position; it bears directly on the question of the good faith of this entire proceeding, stated plainly.

Second, *Timberline* (the case the LLC's lawyer cites) addresses a suspended corporation's capacity to prosecute or defend an action in a California court – one that provides for staying such litigation pending resolution of such capacity; it ***does not*** relieve a Minnesota nonprofit corporation of its own statutory obligations to a member, and it certainly ***does not*** permit a process in which the accused is denied the very records needed to respond. Third, the sequence speaks for itself on the question of good faith under *§ 317A.411*: reasons withheld, records withheld, and a response deadline that expired four days after actual notice. CCLLC renews its records request and asks that the requested records be produced before any vote is taken. Should the LLC fail to promptly produce the records it is legally required to produce, and instead attempt to rush through an expulsion meeting to avoid doing so, CCLLC will be forced to ask a court to grant immediate injunctive relief and cause the LLC to comply with the law.

The core question for all members of the LLC's member congregations is plain: why does the LLC fear and what does the LLC have to hide? *"For there is nothing covered, that shall not be revealed; neither hid, that shall not be known. Therefore whatsoever ye have spoken in darkness shall be heard in the light; and that which ye have spoken in the ear in closets shall be proclaimed upon the housetops." Luke 12:2–3.*

VIII. Conclusion.

The Constitution to which every member congregation subscribes confesses that the Word of God is the highest authority and only measure. CCLLC asks for nothing else: state the doctrine, show it from the Word, identify the decision and the act – or acknowledge that there is nothing to state. CCLLC remains willing, as it has been at every stage, to meet with the Board or with any congregation, openly and in love. "Stand therefore, having your loins girt about with truth." Eph. 6:14.

It is the LLC, not CCLLC, that has departed from the standard – from the law of the State under which it is incorporated, from the Constitution and Bylaws it wrote and bound itself to, and from the Word of God that its own Constitution names as the only measure. "Why do ye also transgress the commandment of God by your tradition?" Matt. 15:3. There is still time for the LLC executive director, board, and delegates to follow the law, the LLC's Constitution, and the Word – and CCLLC lovingly calls on them to do so. *"He that covereth his sins shall not prosper: but whoso confesseth and forsaketh them shall have mercy." Prov. 28:13.*

Because the LLC attempts to take the legal action of removing the CCLLC as a member of its organization, all rights of CCLLC and its members under the Constitution, the Bylaws, and Minnesota law, including *Minn. Stat. §§ 317A.411 and 317A.461*, are expressly reserved.

In God's Peace,
Briar Siljander
Chairman, Coastal California Laestadian Lutheran Church

<u>Exhibits:</u>

A – Notice of July 22, 2026
B – Quarantine record (screenshot) of the July 23, 2026 email
C – Letter of B. Siljander to the LLC Board of Directors and member congregations, August 3, 2022
D – Letter of B. Siljander re improper expulsion, June 1, 2023
E – Letter of J. Lambert, July 17, 2026
F – Letter of CCLLC to J. Lambert, July 23, 2026
G – Letter of J. Lambert, July 28, 2026
H – Letter of CCLLC to J. Lambert, July 29, 2026, with Secretary's Certificate of Incumbency
I – Letter of J. Lambert, August 5, 2026