

Dear LLC Member Congregations and Boards of Member Congregations,

You were notified by the Board of Directors of the Laestadian Lutheran Church (“LLC Board”) on Sunday, November 13, 2023, that the Minneapolis Laestadian Lutheran Church (“MLLC”) had served them with a legal complaint regarding its expulsion from the Laestadian Lutheran Church (“LLC”). This letter, unsurprisingly, says not a word about what precipitated the complaint. This is not honest or right. “For nothing is secret, that shall not be made manifest; either *any thing* hid, that shall not be known and come abroad.” *Luke 8:17*.

The LLC Board Hires a Lawyer to Respond to MLLC’s Request to Meet

After the expulsion on July 2, 2022, which was *not* done according to the LLC’s Constitution and Bylaws or Minnesota law (as I have previously written), MLLC wrote to the LLC Board, requesting that they meet to discuss the separation and its ramifications. The LLC Board did not respond. Instead it hired an attorney – Mr. Jeffrey Lambert, a criminal defense, estate planning, and real estate lawyer in Wayzata, Minnesota – to directly respond to the MLLC. *See Letter from Jeffrey Lambert to MLLC dated June 20, 2023*.

The Expulsion Vote’s Legal Requirements and Procedures

The LLC’s vote to expel MLLC and Wolf Lake Laestadian Lutheran Church (“WLLC”) from its nonprofit corporation was an action under Minnesota law. To be effective, it must be done in accordance with Minnesota law. Once the action is taken, whether legally or not, it triggers a one-year period for the MLLC to seek a determination of whether the action was legal or illegal. *Minn. Stat. § 317A.411*. The LLC and MLLC, however, are free to agree to “toll” – or pause – that one-year period to try to sort through their differences and, God willing, reunify, or at least provide for a fair and orderly transition. This is what MLLC requested.

The LLC Board Requests Written Objectives from MLLC Before Meeting

The LLC Board originally agreed to toll the one-year period by 90 days and to arrange a time to meet. However, reversing course from its historical approach of not specifying issues for discussion in writing before a discussion, the LLC Board requested that the MLLC provide its objectives in writing prior to meeting. *Letter from Jeffrey Lambert to MLLC dated June 20, 2023*. The MLLC agreed to do so, stating they would do so by July 7, with a proposed meeting date of July 10, 2023. *Letter to Jeffrey Lambert dated June 21, 2023*. As promised, on July 7, 2023, MLLC advised the LLC Board that MLLC’s objectives were the following:

First, the MLLC wants to discuss its continued use of church-owned properties on a fair and equitable basis.

Second, the MLLC wants to discuss its continued use of worship materials that it acquired from LLC, to the full extent of the licenses MLLC enjoyed during its period of membership in LLC.

Third, the MLLC wants to discuss arrangements to ensure its ongoing access to church archives.

Email to Jeffrey Lambert dated July 7, 2023. In the same email, MLLC’s attorney stated:

While your June 20 letter also invited the MLLC to identify specific damages it has sustained as a result of its expulsion from the LLC, my client believes that at least for this first round of discussions it would be more productive to focus on future relations rather than claims regarding the past.

Email to Jeffrey Lambert dated July 7, 2023.

The LLC Delays Meeting and Requests Further Written Clarification Before Meeting

On July 10, 2023, the LLC Board's lawyer advised that the LLC would not be able to meet July 10, 2023 because they "have been totally absorbed with this year's annual meeting." *Email from Jeffrey Lambert dated July 10, 2023.* Two weeks later, on July 25, 2023, the LLC Board's attorney wrote again to MLLC, stating that the LLC Board wanted "further clarification of the objectives raised" above before meeting. *Email from Jeffrey Lambert dated July 25, 2023.*

LLC Representatives Meet, But Demand Written Proposal in Lieu of Discussing, and Refuse to Extend Tolling Period by More than One Week

Given their respective schedules, the LLC Board and MLLC were not able to meet until September 26, 2023, when two representatives for the LLC Board (Arvin Pirness and Samuel Roiko) met with three representatives for MLLC (James Ojalehto, Lee Mattila, and Briar Siljander) at the LLC Board's attorney's office. The meeting lasted less than an hour, with the LLC Board representatives and their attorney requesting that, in lieu of further discussion at that meeting, the MLLC provide a written proposal of how to address the above issues. The LLC Board's attorney requested the proposal by the following Tuesday, October 3, and agreed to extend the tolling period only until October 9, 2023, placing an intentional and unnecessary pressure on MLLC to provide the requested written proposal rapidly.

The MLLC congregation met in haste and a proposal was sent to the LLC Board on October 3, as requested, with the expectation that the discussion could continue. The proposal attempted to provide more detail as to each of the three categories and what the MLLC perceived as its needs going forward. The proposal explicitly stated: "We hope this proposal is seen as a good faith effort towards resolving the disputes between the MLLC and LLC," and, "[r]ecognizing that this item [referring to lost camp use] involves some complexities that will likely require further discussion, the MLLC proposes the following general framework in order to initiate that discussion" *Email to Jeffrey Lambert dated October 3, 2023.* Its intent was clear: the MLLC wanted to continue the discussion and hear what options and ideas the LLC Board might have.

The LLC Board Rejects MLLC's Proposal and Refuses to Discuss Further or Agree to Extend the Tolling Period's Deadline

Knowing that it had only agreed to extend the tolling period to Monday, October 9, 2023, the LLC Board responded to the MLLC's correspondence on Friday, October 6, 2023, and stated that they "rejected the offer" – actually a mere proposal for continued discussions, as noted above. *See Email from Jeffrey Lambert dated October 6, 2023.* The LLC Board's attorney stated the LLC Board believed it was so far apart from MLLC on the "Camp issue" that "further negotiation seems fruitless." *Email from Jeffrey Lambert dated October 6, 2023.*

The LLC Board's attorney then made a revealing admission: "You should be aware that if your client successfully challenges the expulsion in court, the LLC will proceed with another expulsion which will comply with procedural requirements of Minn Stat 317A." *Email from Jeffrey Lambert dated October 6, 2023.* In other words, the LLC Board said it was not interested in trying to resolve issues with MLLC or have any further discussion; rather, it would simply redo the expulsion, this time following the requirements of Minnesota law.

In response, MLLC's lawyer told the LLC Board's lawyer:

It seems a shame to give up on efforts to try to find an amicable resolution, particularly when the LLC hasn't even told us what they would be willing to agree to. I can tell you that my client remains willing to do the work necessary to explore alternative approaches. To that end we would ask that the LLC agree to extend the tolling period by an additional two weeks.

Email to Jeffrey Lambert dated October 6, 2023. The LLC Board's attorney advised he had sent the email above to the LLC Board.

The above email exchange makes clear that on October 6, 2023, the LLC Board knew that MLLC desired to find an amicable resolution, even when, as stated, the LLC Board never provided what it would be willing to agree to. The LLC Board knew that MLLC requested that the deadline of October 9, 2023, be extended two weeks to allow for further discussion and to hear from the LLC Board what it was willing to do to reach an amicable resolution. The LLC did not respond, knowing that because they had refused to extend the tolling past October 9, 2023, MLLC would have to act the following Monday.

The LLC Can Agree to Pause and Return to the Table to Discuss

The LLC Board can still agree to pause the situation and return to the table to discuss. MLLC has expressed this clear desire. It is wholly up to the LLC Board to agree to do so. No lawsuit has been filed publicly. Nothing has been presented to a judge. Instead, the MLLC served its complaint on the LLC, stating, among other things, that the LLC violated Minnesota law because:

1. MLLC and WLLC were not given 15 days' prior notice, written or oral, of the intended expulsion and the reasons for it (no prior notice was given);
2. The possible expulsion was not included in any meeting agenda of which MLLC or WLLC was aware;
3. The other member congregations of the LLC were not given prior notice of the intention to move for the expulsion;
4. Many delegates at the LLC Annual Meeting did not have instructions from their congregations on how to vote on the expulsion;
5. No vote on the expulsion motion was recorded;
6. Non-delegates may have been permitted to vote in the show of hands;

7. MLLC and WLLC were given no opportunity to be heard within five days of the effective date of the purported expulsion; and
8. Most significantly, the vote to expel MLLC and WLLC was contrary to the LLC's own Constitution and Bylaws.

Again, the decision rests solely with the LLC Board to agree to MLLC's request that it return to the table to continue their discussion in good faith.

The LLC Board and each Member Congregation's Board Owe Fiduciary Duties of Loyalty and Care to Their Respective Members

Each LLC Board member owes a duty of loyalty and a duty of care to the LLC as a whole. This means they must set aside their personal ambitions and desires and take reasonable care to ensure the LLC's Constitution and Bylaws, and the law, are followed. This holds true for each board member of the local congregations, who owes the same fiduciary duties to such board member's congregation.

What Does the Bible Say?

The Bible instructs that Christians should strive to resolve their disputes with humility and patience within the church, and to avoid taking their disputes public in the courts. *1 Cor. 6*. What happens when, as here, the LLC takes an action under the law to forcibly remove the MLLC and WLLC from its nonprofit corporation and that action was not allowed by the law? When Apostle Paul was imprisoned and threatened with imprisonment and beatings when he should not have been under Roman law, Paul appealed to the magistrates (judges) of Rome to correct the consequence of the illegal action and he was released from prison by them. *Acts 16:37-40; 22; 25*.

The LLC Board made clear to MLLC that it did not intend to discuss its expulsion decision and, further, would give no quarter to MLLC to manage the separation (if so they insisted it to be) in an amicable manner. The LLC refused all further discussion. This is utterly inconsistent with Matthew 5:40 ("And if any man will sue thee at the law, and take away thy coat, let him have thy cloak also"), and with countless other teachings in the Bible – that which the LLC Board says is its highest authority. Instead of allowing time for discussion to proceed, the LLC chose to attempt to use the power of the law to resolve its dispute by formally expelling MLLC and WLLC from its legal organization, leaving them with no recourse but to seek a review of the expulsion under the very law which the LLC claims it used to expel them. In response to the MLLC being forced to serve their complaint on the LLC because of the LLC Board's refusal to pause, the LLC Board, with another opportunity to pause and return to the table, elected instead to engage in the legal proceedings by serving an answer to the MLLC's complaint.

Now the LLC Board has a choice. It can choose to force the proceedings to continue and it can choose to force MLLC to have to file its complaint publicly in court with a judge so that the judge can determine whether the LLC's actions violated the law. Or it can choose to return to the table to discuss with MLLC and WLLC about how they might resolve their concerns amicably and without need for the court. May each of its members be given wisdom and strength to speak truthfully and do what is right.

“Let us therefore follow after the things which make for peace, and things wherewith one may edify another.” *Romans 14:13, 19.*

In prayer,

Briar Siljander

Attachments:

Letter from Jeffrey Lambert to MLLC dated June 20, 2023.

Letter to Jeffrey Lambert dated June 21, 2023

Email to Jeffrey Lambert dated July 7, 2023.

Email from Jeffrey Lambert dated July 10, 2023.

Email from Jeffrey Lambert dated July 25, 2023.

Email to Jeffrey Lambert dated October 3, 2023.

Email from Jeffrey Lambert dated October 6, 2023.

Email to Jeffrey Lambert dated October 6, 2023.

JEFFREY W. LAMBERT, P.A.
ATTORNEY AT LAW

1000 TWELVE OAKS CENTER DRIVE
SUITE 100
WAYZATA, MN 55391

TELEPHONE: (952) 475-3435
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EMAIL: JEFF@LAWYERLAMBERTMN.COM

June 20, 2023

board@mlchurch.org

Congregation and Board of Directors
Minneapolis Laestadian Lutheran Church

VIA EMAIL ONLY

RE: Your letter of June 11, 2023

To the Congregation and the Board of Directors:

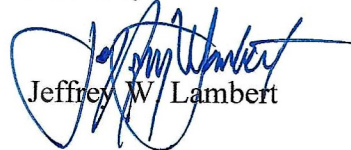
Thank you for your letter dated June 11, 2023. The Laestadian Lutheran Church has asked me to respond to your letter on their behalf.

In order to engage in discussions around the items outlined in your letter, we are willing to toll the statutory requirement for approximately ninety days, or to be specific until Friday, September 29, 2023. We would be agreeing to do this on the condition that you agree to meet in a "quietly and neighborly fashion" to see if some resolution of these matters can be reached. It would be our hope that we could have an initial meeting before the end of this month. If you would agree to meet and commit to attempting, in good faith, to resolve your complaint, then we would agree to tolling the statutory requirement as set forth above.

Please let us know by Friday, June 23rd that you agree and what your objectives are for the meeting, including the specific damages you allege to have suffered. If we are all in agreement, we would like to schedule an initial meeting sometime the week of June 26. We suggest each organization selects 3-5 representatives to address and make decisions on behalf of their respective organization. Please let me know if your request also includes the Wolf Lake congregation.

Nothing contained in this letter should be considered or construed as an admission or acknowledgement of any wrong doing or liability for damages on behalf of my client.

Sincerely,



Jeffrey W. Lambert

JWL/jl

cc: Executive Board

June 21, 2023

Via Email: jeff@lawyerlambertmn.com

Jeffrey W. Lambert
Jeffrey W. Lambert, P.A.
1000 Twelve Oaks Center Drive
Suite 100
Wayzata, MN 55391

Re: Minneapolis Laestadian Lutheran Church
Our File No. 30059

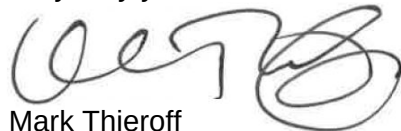
Dear Mr. Lambert:

I represent the Minneapolis Laestadian Lutheran Church (MLLC) and I am writing in response to your letter of June 20, 2023.

We were pleased to read that the Laestadian Lutheran Church (LLC) is willing to enter into a tolling agreement to allow the parties to engage in constructive discussions regarding their future relationship. I will prepare a draft tolling agreement and send it to you for your review and comment. In the meantime, we would ask that the MLLC agree to a slightly different timetable for discussions than that proposed in your letter. Due to various scheduling challenges, including my own availability, we propose that the MLLC would provide the requested information regarding meeting objectives no later than Friday, July 7, with the initial meeting to occur during the week of July 10. The MLLC's proposals regarding meeting participation and format are otherwise acceptable.

As I will be out of the office on Friday, June 23, I would ask that you please confirm that the proposed timetable for discussions is acceptable no later than the close of business tomorrow, June 22. A phone call or email would be fine.

Very truly yours,



Mark Thieroff

612-337-6102 | Direct

[redacted]

cc: Client (via email)

From: Jeffery Lambert <jeff@lawyerlambertmn.com>
Sent: Monday, July 10, 2023 2:37 PM
To: Mark Thieroff <[redacted]>
Subject: RE: MLLC / LLC

Mark, thanks for the email. I sent it to my client on Friday, but they have been totally absorbed with this year's annual meeting. Due their involvement with the annual meeting, Thursday this week will not work. I will discuss everything with them and get back to you tomorrow or Wednesday. Jeff

Jeffrey W. Lambert

Jeffrey W. Lambert, P.A.

1000 Twelve Oaks Center Drive

Suite 100

Wayzata, MN 55391

Telephone: (952) 475-3435

Fax: (952) 475-0301

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From: Mark Thieroff <[redacted]>
Sent: Friday, July 7, 2023 12:57 PM
To: Jeffery Lambert <jeff@lawyerlambertmn.com>
Subject: MLLC / LLC

Jeff:

Following up on our correspondence of June 20 and June 21, 2023, I am writing to identify my client's objectives for the upcoming meeting between the representative of our two clients. Those objectives fall into three categories.

First, the MLLC wants to discuss its continued use of church-owned properties on a fair and equitable basis.

Second, the MLLC wants to discuss its continued use of worship materials that it acquired from LLC, to the full extent of the licenses MLLC enjoyed during its period of membership in LLC.

Third, the MLLC wants to discuss arrangements to ensure its ongoing access to church archives.

While your June 20 letter also invited the MLLC to identify specific damages it has sustained as a result of its expulsion from the LLC, my client believes that at least for this first round of discussions it would be more productive to focus on future relations rather than claims regarding the past.

With regard to the meeting of the representatives of the MLLC and the LLC, we would propose that that meeting take place at 6:30 p.m. on, Thursday, July 13, at the Minneapolis Laestadian Lutheran Church.

Please let me know if you have any questions.

Thank you.

Mark Thieroff
Siegel Brill PA

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From: Jeffery Lambert <jeff@lawyerlambertmn.com>
Sent: Tuesday, July 25, 2023 2:43 PM
To: Mark Thieroff <[redacted]>
Subject: RE: MLLC / LLC

Mark, this is our response to your email of July 7th. My clients and I had overlapping time-off, so I apologize for the delay in getting back to you. Prior to our meeting my client would like further clarification of the objectives raised in your email.

First, what "church-Owned properties" do you want to discuss?

Second, with respect to the use of worship materials, we need further clarification on the types of worship materials. It is my understanding that the LLC has no authority to grant anyone the continued use of materials since it has received permission from several sources. We can discuss to what extent my clients can facilitate getting that permission.

Third, the "church archives" is a broad term involving different categories of materials. We can discuss any specific items they may want to view and for what purpose. You should be aware that the Church does not even allow members open access to these materials.

Finally, we would like to know the nature of any damages as well as the amount they feel they have suffered. It is our hope that if we can resolve the first three issues, no damages would be warranted. Jeff

Jeffrey W. Lambert

Jeffrey W. Lambert, P.A.

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From: Mark Thieroff <[redacted]>
Sent: Friday, July 7, 2023 12:57 PM
To: Jeffery Lambert <jeff@lawyerlambertmn.com>
Subject: MLLC / LLC

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Following up on our correspondence of June 20 and June 21, 2023, I am writing to identify my client's objectives for the upcoming meeting between the representative of our two clients. Those objectives fall into three categories.

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Third, the MLLC wants to discuss arrangements to ensure its ongoing access to church archives.

While your June 20 letter also invited the MLLC to identify specific damages it has sustained as a result of its expulsion from the LLC, my client believes that at least for this first round of discussions it would be more productive to focus on future relations rather than claims regarding the past.

With regard to the meeting of the representatives of the MLLC and the LLC, we would propose that that meeting take place at 6:30 p.m. on, Thursday, July 13, at the Minneapolis Laestadian Lutheran Church.

Please let me know if you have any questions.

Thank you.

Mark Thieroff
Siegel Brill PA

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From: Mark Thieroff <[redacted]>
Date: Tuesday, October 3, 2023 at 4:51 PM
To: Jeffery Lambert <jeff@lawyerlambertmn.com>
Subject: MLLC / LLC

Jeff:

Following up on the meeting last week with our respective clients, I am writing to provide specific proposals from the MLLC regarding the three issues at hand – continued use of the camps, worship materials, and access to archives and records.

Camps:

Recognizing that this item involves some complexities that will likely require further discussion, the MLLC proposes the following general framework in order to initiate that discussion:

1. MLLC would be granted exclusive use of Stony Lake camp for six weeks each year during the time period of June 1 to September 15, with at least one two-week continuous period in June, through a lease agreement.
 - a. The camp would have ordinary fixtures and equipment consistent with past practices; MLLC would be responsible for supplying its own food/drink and worship-related materials and would be provided reasonable storage space at the camp for its camp-related personal property.
 - c. MLLC would reasonably maintain the facility while in use by MLLC (e.g., cleaning, mowing, etc.)
 - d. Use period continues for 50 years
 - e. After 20 years, MLLC contributes a baseline payment for maintenance (to be discussed); the parties may agree to additional capital improvements
2. If the Stony Lake facility is sold during the term of the lease, MLLC would receive 10% of the sale price
3. MLLC forgoes the right to use of the other LLC camps and Silver Springs facility.

If this this general framework is not acceptable to the LLC, the MLLC believes it probably makes more sense to discuss a monetary resolution that helps MLLC take a meaningful step toward acquiring a replacement camp opportunity.

Worship materials:

What MLLC is looking for with regard to worship materials is the following:

1. Acknowledgment that the MLLC may continue using the hymn books and all other materials that it has purchased
2. LLC provides you copyright information for each hymn, including rights with respect to both the text and the music

3. LLC agrees to grant MLLC licenses for use of all materials for which it holds the copyright
4. LLC will provide MLLC assistance going forward in obtaining permission to use materials subject to copyright protection in the same manner that it assists LLC member congregations

Archives and Records:

MLLC requests access to LLC archives and records consistent with access historically provided to congregations and individuals. This includes, specifically:

1. Reasonable access to books, periodicals, publications, recorded sermons and meetings, and other records relating to the church history.
2. Individual, family, and lineage records, including birth, baptism, confirmation, engagement, wedding, death, and related records requested by MLLC or individuals no longer associating with the LLC.

We hope that this proposal is seen as a good faith effort towards resolving the disputes between the MLLC and LLC.

We look forward to hearing from you.

Mark Thieroff

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From: Jeffery Lambert <jeff@lawyerlambertmn.com>
Sent: Friday, October 6, 2023 4:51 PM
To: Mark Thieroff <[redacted]>
Subject: RE: LLC and MLLC

I've sent your email to my client. I'll let you know when I hear back from them. Jeff

Jeffrey W. Lambert

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From: Mark Thieroff <[redacted]>
Sent: Friday, October 6, 2023 4:21 PM
To: Jeffery Lambert <jeff@lawyerlambertmn.com>
Subject: RE: LLC and MLLC

Jeff:

Thanks for letting me know your client's response to our proposal. It seems a shame to give up on efforts to try to find an amicable resolution, particularly when the LLC hasn't even told us what they would be willing to agree to. I can tell you that my client remains willing to do the work necessary to explore alternative approaches. To that end we would ask that the LLC agree to extend the tolling period by an additional two weeks.

Mark

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From: Jeffery Lambert <jeff@lawyerlambertmn.com>
Sent: Friday, October 6, 2023 9:25 AM
To: Mark Thieroff <[redacted]>
Subject: LLC and MLLC

Mark, the board of the LLC met last night to consider your client's settlement offer. After their discussion, they have decided to reject the offer. The consensus is that we are so far apart on the Camp issue further negotiation seems fruitless.

You should be aware that if your client successfully challenges the expulsion in court, the LLC will proceed with another expulsion which will comply with procedural requirements of Minn Stat 317A.
Jeff

Jeffrey W. Lambert

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