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9 Attorney for Plaintiff STEINAR MYHRE

10 UNITED STATES DISTRICT COURT  
11 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

12 STEINAR MYHRE,

13 Plaintiff

14 v.

15 SEVENTH-DAY ADVENTIST  
16 CHURCH REFORM MOVEMENT  
17 AMERICAN UNION  
18 INTERNATIONAL MISSIONARY  
19 SOCIETY, a New Jersey corporation;  
20 INTERNATIONAL MISSIONARY  
21 SOCIETY SEVENTH-DAY  
22 ADVENTIST CHURCH REFORM  
23 MOVEMENT GENERAL  
24 CONFERENCE, a California corporation;  
25 and DOES 1 – 100,

26 Defendants.

) Case No. '13CV2741 BEN RBB  
)  
) **COMPLAINT**  
) **FOR BREACH OF CONTRACT**  
) **(EXPRESS AND IMPLIED-IN-**  
) **FACT); BREACH OF COVENANT**  
) **OF GOOD FAITH AND FAIR**  
) **DEALING; FRAUD (FALSE**  
) **PROMISE); INTERFERENCE WITH**  
) **CONTRACT; CONVERSION; and**  
) **CIVIL CONSPIRACY**

27 REQUEST FOR JURY TRIAL

28 //

1 Plaintiff STEINAR MYHRE (“Plaintiff”), for his Complaint against  
2 Defendants SEVENTH-DAY ADVENTIST CHURCH REFORM MOVEMENT  
3 AMERICAN UNION INTERNATIONAL MISSIONARY SOCIETY;  
4 INTERNATIONAL MISSIONARY SOCIETY SEVENTH-DAY ADVENTIST  
5 CHURCH REFORM MOVEMENT GENERAL CONFERENCE; and DOES 1-100,  
6 alleges as follows:

7  
8 **THE PARTIES**

9 1. Plaintiff STEINAR MYHRE (“Plaintiff”) is an individual currently  
10 residing in the State of Colorado.

11 2. Defendant SEVENTH-DAY ADVENTIST CHURCH REFORM  
12 MOVEMENT AMERICAN UNION INTERNATIONAL MISSIONARY SOCIETY  
13 (“IMS-American Union”) is a corporation organized under the laws of the State of  
14 New Jersey, headquartered in Georgia, and doing business in various states,  
15 including the State of California and the County of San Diego.

16 3. Defendant INTERNATIONAL MISSIONARY SOCIETY SEVENTH-  
17 DAY ADVENTIST CHURCH REFORM MOVEMENT GENERAL  
18 CONFERENCE (“IMS-General Conference”) is a corporation organized under the  
19 laws of the State of California, headquartered in Georgia, and doing business in  
20 various states, including the State of California.

21 4. Upon information and belief, Defendant IMS-General Conference has  
22 the right and ability to control the actions of Defendant IMS-American Union, and  
23 thus Defendant IMS-General Conference has vicarious liability for the actions of  
24 Defendant IMS-American Union. These two Defendants are referred to herein  
25 collectively as “IMS” or “Defendant IMS” unless specified otherwise.

26 5. Defendants DOES 1 – 20 are other entities controlling or controlled by  
27 Defendant IMS, presently unidentified, that upon information and belief are also  
28 engaged, directly or indirectly, in the conduct giving rise to this Complaint.

1           6. Defendants DOES 21-100 are other individuals, presently unidentified,  
2 that upon information and belief are also engaged, directly or indirectly, in the  
3 conduct giving rise to this Complaint.

4           7. On information and belief, Defendants have acted as agents of one or  
5 more of each other during some or all of the times relative to the subject matter of  
6 this Complaint.

7  
8   **JURISDICTION and VENUE**

9           8. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332 because  
10 the parties are citizens of different States and the amount in controversy, exclusive of  
11 interests and costs, exceeds \$75,000.

12           9. Venue in this district is proper under 28 U.S.C. §§ 1391 and 1400(b)  
13 because Defendants IMS reside in this district, and under 28 U.S.C. § 1391(c) is  
14 deemed to reside in any judicial district in the State of California.

15           10. This Court has personal jurisdiction over Defendants IMS because it is  
16 registered to do business in the State of California and actually conducts business in  
17 this state.

18  
19   **PRELIMINARY ALLEGATIONS**

20           11. This complaint is for money damages and injunctive relief based on the  
21 intentional and concerted actions taken by the IMS to cutoff the earned and vested  
22 pension benefits of a 71-year-old retired pastor.

23           12. In 2009, Plaintiff was an ordained minister of the IMS coming close to  
24 the age of retirement - he was 67 years old.

25           13. By that time, he had worked for the IMS for a total of 27 years, plus  
26 decades of unpaid volunteer work. His wife, Marianne Myhre, had worked with him  
27 in an unpaid capacity for all but approximately one of those years.

28           14. Furthermore, he had been a member in good standing of the IMS church

1 organization uninterrupted for 50 years.

2 15. At all times during his employment with IMS, Plaintiff was promised  
3 that he would receive retirement benefits under the following conditions set forth in  
4 the IMS' *Human Resources Manual*:

5  
6 **BENEFITS**

7 1. **RETIREMENT.**

8 All paid employees of the American Union [IMS] are entitled to  
9 retirement benefits if they meet the following requirements:

- 10
- 11 • he or she has remained as a member in good standing of the  
denomination;
  - 12 • he or she has completed 10 years of full-time paid service for the  
American Union
  - 13 • he or she has reached or exceeded the retirement age as stipulated by  
14 the Social Security Administration at the time of his or her retirement.

15 Retirement benefits are assigned according to the number of years  
16 worked for the cause of God in the American Union:

- 17
- 18 • with a minimum of 10 years of service, the employee is entitled to  
monthly retirement pay of 30% of his or her last paid monthly salary;
  - 19 • for each year of service over 10 years, an additional 1% of his or her last  
paid monthly salary will be added to his or her monthly retirement pay,  
20 up to a maximum of 40%;
  - 21 • with a minimum of 20 years of service, the employee is entitled at  
retirement to 40% of his or her last paid monthly salary.

22 (hereinafter "Retirement Benefits").

23 16. A true and correct copy of the relevant pages of the contract between  
24 Defendant IMS and Plaintiff is attached hereto as Exhibit A.

25 17. As of 2009, Plaintiff had fulfilled all three requirements for earning  
26 retirement pay from IMS (remained a member in good standing, completed over 10  
27 years of service, and reached or exceeded retirement age). As such, he was entitled  
28

1 to receipt of retirement pay as outlined in the *Human Resources Manual*  
2 (“Retirement Benefit Payment Obligation”).

3 18. By letter dated June 8, 2009 addressed to both Plaintiff and his wife,  
4 and sent to their home in Southern California, Defendant IMS stated that it was  
5 forcing Plaintiff to retire over a theological disagreement, but reaffirmed its  
6 Retirement Benefit Payment Obligation to Plaintiff as follows:

7 Brother Steinar Myhre is to be placed on retirement with a monthly  
8 pension paid at the rate of 40% of his current monthly salary plus  
9 Health Insurance as per the *Human Resources Manual*.

10 19. A true and correct copy of this June 2009 reaffirmance of Defendant  
11 IMS’ Retirement Benefit Payment Obligation to Plaintiff is attached hereto as  
12 Exhibit B.

13 20. However, Defendant IMS tried to add a condition onto payment of this  
14 monthly Retirement Benefit Payment Obligation.

15 21. Defendant IMS tried to force Plaintiff to sign a document **false on its**  
16 **face**, a document stating that of his own “free will” he was agreeing that his pension  
17 would be “conditional upon [both he and his wife] signing an agreement with the  
18 American Union Committee [of the IMS]” that neither he nor his wife would “make  
19 any agitation regarding” the [theological disagreement]. “If they carry out such  
20 agitation, the pension will be revoked.”

21 22. At the time of this attempt at duress, this issue of theological difference  
22 was already a matter of general discussion within the IMS through ordinary  
23 organizational channels, and Plaintiff’s wife, Marianne Myhre, had been designated  
24 as a delegate authorized to make arguments regarding this theological issue to the  
25 governing body of the IMS-American Union.

26 23. There was no “free will” of any kind in this demand and Defendant IMS  
27 knew it. Under duress and undue influence, the threat of being subjected to abject  
28 poverty in retirement through withholding of Plaintiff’s earned and vested

1 Retirement Benefits if he did not comply, Plaintiff was asked to both lie, and to force  
2 his wife to lie, about their religious convictions.

3 24. Defendant IMS' action in June 2009 meets the definition of extortion  
4 under *California Penal Code* §§ 518, 519, 523, and/or 524.

5 Extortion is the obtaining of property from another, with his consent, ...  
6 induced by a wrongful use of force or fear, or under color of official  
7 right.

8 *Penal Code* § 518.

9 Fear, such as will constitute extortion, may be induced by a threat,  
10 either: 1. To do an unlawful injury to the person or property of the  
11 individual threatened or of a third person; . . .

12 *Penal Code* § 519.

13 Every person who, with intent to extort any money or other property  
14 from another, sends or delivers to any person any letter or other writing,  
15 whether subscribed or not, expressing or implying, or adapted to imply,  
16 any threat such as is specified in Section 519, is punishable in the same  
manner as if such money or property were actually obtained by means  
of such threat.

17 *Penal Code* § 523.

18 Every person who attempts, by means of any threat, such as is specified  
19 in Section 519 of this code, to extort money or other property from  
20 another is punishable by imprisonment in the county jail not longer than  
21 one year or in the state prison or by fine not exceeding ten thousand  
dollars (\$10,000), or by both such fine and imprisonment.

22 *Penal Code* § 524

23 25. Defendant IMS' actions in June 2009 constituted duress (unlawful  
24 detention of property) and undue influence (use, by one holding real or apparent  
25 authority, to obtain an unfair advantage or taking grossly oppressive and unfair  
26 advantage of another's necessities or distress).

27 26. Defendant IMS' actions in June 2009 also constituted financial abuse  
28 under the California Elder Abuse and Dependent Adult Civil Protection Act,

1 California *Welfare & Institutes Code* § 15610.30 (“California Elder Abuse Protection  
2 Act”).

3 27. The California Elder Abuse Protection Act defines “financial abuse” of  
4 an elder (a person residing in the state, 65 years of age or older) as occurring when a  
5 person or entity does any of the following: . . .

6 (3) Takes, . . . or retains, or assists in taking, . . . or obtaining, . . .  
7 personal property of an elder . . . by undue influence, as defined in  
8 Section 1575 of the Civil Code.

9 (b) A person or entity shall be deemed to have taken, . . . or retained  
10 property for a wrongful use if, among other things, the person or entity  
11 takes, . . . or retains the property and the person or entity knew or should  
12 have known that this conduct is likely to be harmful to the elder . . . .

13 (c) For purposes of this section, a person or entity takes, . . . or retains  
14 real or person property when an elder . . . is deprived of any property  
15 right, including by means of an agreement, . . . regardless of whether the  
16 property is held directly or by a representative of the elder . . . .

17 28. Plaintiff and his wife stood on conscience and refused to be coerced or  
18 extorted into silence. Instead, still acting in deference to Defendant IMS of which  
19 they had been a part for so many years, Plaintiff and his wife appealed both the  
20 forced retirement and ultimatum in a detailed letter of appeal to the IMS governing  
21 body dated July 14, 2009.

22 29. In addition to many arguments made within that appeal letter, the letter  
23 of July 14, 2009 directly objected to the IMS trying to make his Retirement Benefits  
24 contingent on his wife’s actions. Plaintiff stated:

25 [D]o you really think that a reasonable judge would consider it just to  
26 make a man's pension contingent on his *wife's* actions? You may get  
27 away with this in Latin and Muslim countries, where women are  
28 considered the man’s property, but this is America. Women are the  
property of God. They follow their own consciences before Him. What  
right do you have to force me to gag *my wife* in order to get the pension  
I worked for? This could never hold up in a court of law.

30. The July 14, 2009 letter also put Defendant IMS on notice of the severe  
financial hardship that would be placed on Plaintiff and his wife if Plaintiff’s

1 Retirement Benefits were not paid. Plaintiff states –

2  
3 “You ... threaten me with having to choose between homelessness and  
4 hunger or losing my soul, and then want me to write that I signed by my  
5 own free will? Is this a communist church? Any judge can tell from the  
6 letter that this is an attempt to coerce me. As I have already pointed out,  
I’m afraid your letter amounts to nothing more honorable than  
blackmail:

7  
8 “*The crime involving a threat for purposes of compelling a*  
9 *person to do an act against his or her will, or for purposes*  
10 *of taking the person's money or property.*”

(<http://legal-dictionary.thefreedictionary.com/Blackmail>)

11 In California, blackmail is “punishable by up to 4 years in state prison  
12 and/or up to (\$10,000) ten thousand dollars or more.”  
13 (<http://www.lacriminaldefenseattorney.com/Extortion.html>)

14 31. A true and correct copy of this July 2009 letter is attached hereto as  
Exhibit C.

15 32. In response to the appeal letter, by letter dated August 5, 2009,  
16 Defendant IMS --

17  
18 [E]liminate[d] from the [June 2009 resolution] the requirement  
19 presented to Br. Steinar Myhre as a condition to receive his pension--  
20 that his agitating against the church’s position [on the theological  
disagreement] would cause the pension to be revoked. The *Human*  
21 *Resources Manual* states only that to receive a pension the person must  
22 be a member in good standing after a specified number of years of  
service.

23 33. By this August 5, 2009 letter, Defendant IMS confirmed in writing its  
24 understanding of its own *Human Resource Manual* and ratified its Retirement  
25 Benefit Payment Obligation to Plaintiff as well as its commitment to pay health  
26 insurance.

27 34. A true and correct copy of this August 2009 confirmation of Defendant  
28 IMS’ understanding of its obligations and commitments to Plaintiff is attached hereto



1 as Exhibit D.

2 35. Plaintiff has since received his Retirement Benefits in the amount of  
3 \$1,120.00 per month unabated from August 2009 until October 2013, but was never  
4 paid for any health insurance during that time period (an estimated value of  
5 \$104.00/month).

6 36. By meeting its Retirement Benefit Payment Obligation to Plaintiff for  
7 over four years, Defendant IMS has ratified their understanding of the obligation.

8 37. In or around June 2010, approximately one year after the forced  
9 retirement of Plaintiff, Defendant IMS revoked Plaintiff's ministerial credentials, but  
10 in accord with the obligations of the *Human Resource Manual*, as interpreted and  
11 ratified by Defendant IMS in August 2009, continued paying Retirement Benefits to  
12 Plaintiff.

13 38. Upon information and belief, in or around October 2010 (and again in  
14 October 2011), one or more of Does 1-100 acting in concert with Defendant IMS,  
15 secretly voted to disfellowship (excommunicate) Plaintiff and his wife from the IMS  
16 church, but in accord with the obligations of the *Human Resource Manual*, as  
17 interpreted and ratified by Defendant IMS in August 2009, continued paying  
18 Retirement Benefits to Plaintiff.

19 39. On several occasions, Defendant IMS and one or more of Does 1-100  
20 have "invited" Plaintiff and his wife to meet in person to further discuss the matter of  
21 their Retirement Benefit Payment Obligation, however, in light of prior events and  
22 lack of desire to reopen old wounds caused by the Defendants, Plaintiff and his wife  
23 have opted not to have any such meetings. Plaintiff's request to put any requests  
24 regarding this topic into writing were not met.

25 40. Then, by letter dated August 17, 2013, Defendant IMS suddenly  
26 claimed that "because of the damage you have caused this institution, it has been  
27 decided to terminate your sustentation. The last payment you will receive will be  
28 October 25, 2013."

1           41. August 17, 2013 was just a few months past the expiration of the four-  
2 year statute of limitations applicable to a cause of action for financial abuse of elders  
3 under the California Elder Abuse Protection Act, extortion (per the representations in  
4 Plaintiff's letter in July 2009), and other tort actions that might have been brought  
5 against Defendant IMS relative to their actions in June - August 2009.

6           42. In response to an inquiry regarding the reason for Defendant IMS to  
7 send the August 17, 2013 letter, Defendant IMS-American Union President Tzvetan  
8 Petkov claimed that Plaintiff's "retirement was settled legally, providing him  
9 retirement benefits through social security" and claimed that any additional  
10 payments were "not a **legal obligation** but a privilege offered by the church on a  
11 **conditional basis . . .**" (emphasis in original).

12           43. Furthermore, in the August 17, 2013 letter, Defendant IMS claims that  
13 because Plaintiff is no longer a member [of the IMS], Plaintiff "does not qualify for  
14 this sustentation."

15  
16   **FIRST CLAIM FOR RELIEF**

17   (Breach of Contract)

18   (against Defendant IMS-American Union and IMS-General Conference)

19           44. Plaintiff realleges and incorporates herein by reference paragraphs 1  
20 through 43, inclusive, as though fully set forth herein.

21           45. Plaintiff and Defendant IMS entered into a contract whereby Plaintiff  
22 would work for Defendant IMS, and as a material part of the compensation for his  
23 services, Plaintiff would receive retirement benefits upon his retirement in accord  
24 with the requirements and calculations set forth in the *Human Resource Handbook*.

25           46. As of 2009, Plaintiff had fulfilled all three requirements for earning  
26 retirement pay from IMS (remained a member in good standing, completed over 10  
27 years of service, and reached or exceeded retirement age).

28           47. As of 2009, Plaintiff's entitlement to receive Retirement Benefits under

1 this contract with Defendant IMS had vested and was irrevocable.

2 48. Plaintiff did all, or substantially all, of the significant things that the  
3 contract required him to do, or was excused from doing those things.

4 49. At the time of his forced retirement in 2009, Plaintiff was entitled to  
5 retirement pay in the amount of 40% of his prior monthly salary, specifically  
6 \$1,120.00 per month (Retirement Benefits).

7 50. At the time of his forced retirement in 2009, Defendant IMS stated that  
8 it would also pay Plaintiff's health insurance costs.

9 51. Defendant IMS reaffirmed its contractual obligation to pay this amount  
10 of Retirement Benefits to Plaintiff at least twice in writing, specifically  
11 acknowledging that it could not put additional conditions on its payment.

12 52. As of August 17, 2013, Defendant IMS notified Plaintiff of its intent to  
13 breach its contractual obligations to Plaintiff for Retirement Benefits, as of October  
14 26, 2013.

15 53. Subsequently, Defendant IMS has made it clear that it now contends  
16 that any further payments to Plaintiff are merely optional and they do not intend to  
17 pay Plaintiff anymore.

18 54. Plaintiff has suffered substantial harm and damages as a result of this  
19 contractual breach in the form of lost contractual benefits of \$1,120.00 per month for  
20 the remainder of Plaintiff's life, as well as the promised health insurance (estimated  
21 at \$104/month, but subject to proof).

22 55. Plaintiff is 71 years old at the time of filing this action, in good health  
23 for his age, and with a family history of longevity.

24 56. Defendant IMS causes the aforesaid damages to Plaintiff and thus  
25 should be required to pay damages according to proof.

26  
27  
28

1  
2 **SECOND CLAIM FOR RELIEF**

3 (Breach of Implied Contract)

4 (against Defendant IMS-American Union and IMS-General Conference)

5 57. In the alternative to an express contract, Plaintiff also pleads a cause of  
6 action for breach of implied-in-fact contract.

7 58. Plaintiff realleges and incorporates herein by reference paragraphs 1  
8 through 51, inclusive, as though fully set forth herein.

9 59. The conduct of Plaintiff and Defendant IMS implied an obligation by  
10 Defendant IMS to Plaintiff upon retirement to pay Retirement Benefits.

11 60. Defendant IMS' *Human Resource Handbook* promised payment of  
12 Retirement Benefits upon conditions that Plaintiff met.

13 61. By writing dated August 5, 2009, Defendant IMS reaffirmed its  
14 obligation to pay Retirement Benefits and health insurance to Plaintiff without  
15 addition conditions, even though they were forcing him to retire.

16 62. Defendant IMS additionally ratified its contractual obligation to  
17 Plaintiff on no fewer than 48 times, every month it issued a Retirement Benefits  
18 check to Plaintiff from mid-2009 until October 2013.

19 63. Defendant IMS additionally ratified its position that neither continued  
20 possession of ministerial credentials or even continued church membership was a  
21 condition on continued Retirement Benefits by paying Retirement Benefits for years  
22 after Plaintiff no longer had either.

23 64. As of August 17, 2013, IMS had indicated its intention to breach the  
24 express or implied-in-fact contract with Plaintiff and subsequently has denied the  
25 very existence of the contract.

26 65. Subsequently, Defendant IMS had made it clear that it now contends  
27 that any further payments to Plaintiff are merely optional and they do not intend to  
28 pay them anymore.

1           66. Plaintiff has suffered substantial harm and damages as a result of this  
2 contractual breach in the form of lost contractual benefits of \$1,120.00 per month for  
3 the remainder of Plaintiff's life, as well as the promised health insurance estimated at  
4 \$104/month.

5           67. Plaintiff is 71 years old at the time of filing this action, in good health  
6 for his age, and with a family history of longevity.

7           68. Defendant IMS causes the aforesaid damages to Plaintiff and thus  
8 should be required to pay damages according to proof.

9  
10                                   **THIRD CLAIM FOR RELIEF**

11                                   (Breach of Implied Covenant of Good Faith and Fair Dealing)

12                                   (against Defendant IMS-American Union and IMS-General Conference)

13           69. Plaintiff realleges and incorporates herein by reference paragraphs 1  
14 through 68, inclusive, as though fully set forth herein.

15           70. As explained above, Plaintiff and Defendant IMS entered into a  
16 contract.

17           71. As explained above, Plaintiff did all, or substantially all, of the  
18 significant things that the contract required him to do until prevented from doing so  
19 as of June 2009.

20           72. Even if there had been any condition that Plaintiff remain a church  
21 member of Defendant IMS until his death in order to receive Retirement Benefits,  
22 such condition was excused by Defendant IMS secretly abolishing such membership  
23 in or around October 2010 in violation of their own policies and procedures.

24           73. Defendant IMS has engaged in a continuing course of conduct of unfair  
25 interference with Plaintiff's right to receive his Retirement Benefits, such course of  
26 conduct including the following –

27                   a. In June 2009, Defendant IMS attempted to use coercion, duress,  
28 and undue influence in an effort to force Plaintiff to sign a document that would

1 modify the conditions precedent to receiving Retirement Benefits he was entitled to.  
2 In August 2009, Defendant IMS rescinded that demand and affirmed that Plaintiff  
3 met the prerequisites for receiving Retirement Benefits.

4 b. Making repeated attempts to meet with Plaintiff and his wife to  
5 try to “talk to them” again about Defendant IMS’ Retirement Benefit Payment  
6 Obligation to Plaintiff.

7 c. Defendant IMS in cooperation (or without intervention) with one  
8 or more of Does 1-100, violated Defendant IMS’ own policies and procedures by  
9 secretly disfellowshipping [excommunicating] Plaintiff and his wife.

10 d. On May 26, 2010, though Plaintiff had already been forced into  
11 retirement, he was called to appear at a teleconference “trial” to determine his  
12 ministerial credentials. Representatives from both Defendant IMS-American Union  
13 and Defendant IMS-General Conference participated in this “trial” during which  
14 Plaintiff was asked to answer questions he had never seen before, and at which he  
15 was neither allowed to ask any questions, nor offer statements of any witnesses, not  
16 even his wife. In a concluding “prayer,” one of the Defendant IMS officials on the  
17 call pleaded for God to “please help [Plaintiff] to submit to the church.” Defendant  
18 IMS now claims that this is the reason why they are now refusing to honor their  
19 Retirement Benefit Payment Obligation to Plaintiff.

20 e. Uninterrupted payment of Retirement Benefits to Plaintiff for  
21 four years, until just after the statutes of limitations had expired for a cause of action  
22 for Financial Abuse of Elders under California law, extortion, and other tortious  
23 conduct relating to the June 2009 conduct, then stating Defendant IMS would not  
24 longer pay Retirement Benefits to Plaintiff and claiming that no contract existed.

25 74. Plaintiff has suffered substantial harm and damages as a result of this  
26 contractual breach in the form of lost contractual benefits of \$1,120.00 per month for  
27 the remainder of Plaintiff’s life, as well as the promised health insurance.

28 75. Plaintiff is 71 years old at the time of filing this action, in good health

1 for his age, and with a family history of longevity.

2 76. Defendant IMS causes the aforesaid damages to Plaintiff and thus  
3 should be required to pay damages according to proof.

4  
5 **FOURTH CLAIM FOR RELIEF**

6 (Fraud - False Promise)

7 (against Defendants IMS-American Union, IMS-General Conference)

8 77. In the alternative, Plaintiff also pleads a cause of action for fraud.

9 78. Plaintiff realleges and incorporates herein by reference paragraphs 1  
10 through 77, inclusive, as though fully set forth herein.

11 79. In August 2009, Defendant IMS made a promise to Plaintiff that it  
12 would pay Plaintiff Retirement Benefits of 40% of his pre-retirement monthly salary  
13 and was rescinding efforts to attach additional qualifications to receipt of those  
14 benefits.

15 80. This promise was important to the transaction between the Plaintiff and  
16 Defendant IMS because there had been a forced retirement and dispute over whether  
17 Defendant IMS would force Plaintiff to sign a document modifying the conditions of  
18 his Retirement Benefits, and Defendant IMS agreed it would not do so.

19 81. This promise was also important because it suspended Plaintiff's need  
20 or inclination to retain legal advice to enforce his contractual rights to Retirement  
21 Benefit or legally contest any other action of Defendant IMS, such as violations of  
22 the California Elder Abuse Protection Act, and violation of California Penal Code §§  
23 518, et seq, leaving Plaintiff to believe the matter was resolved.

24 82. In fact, as soon as the four-year statute of limitations relating to  
25 Defendant IMS' conduct in June-August 2009 had expired, Defendant IMS indicated  
26 it would not longer pay Plaintiff.

27 83. Upon information and belief, based upon recent communications,  
28 Defendant IMS did not intend to perform their promise made in August 2009 to

1 resolve the dispute over Plaintiff's entitlement to Retirement Benefits.

2 84. Defendant IMS intended that the Plaintiff would rely on the promise  
3 made in August 2009 that Plaintiff's right to Retirement Benefits would no longer be  
4 contested.

5 85. Plaintiff reasonably relied on Defendant IMS' August 2009 promise to  
6 pay Plaintiff's Retirement Benefits without further interference.

7 86. Defendant IMS did not perform the promised act, to wit, as soon as  
8 certain statutes of limitations expired, Defendant IMS explicitly revoked its promise  
9 to pay Plaintiff's Retirement Benefit without further challenges.

10 87. Plaintiff has suffered substantial harm and damages, including, but not  
11 limited to, the following --

- 12 a. The loss of Retirement Benefits in the amount of \$1,120.00 per  
13 month for the remainder of Plaintiff's life;
- 14 b. Loss of the promised health insurance (an estimated amount of  
15 \$104.00 per month);
- 16 c. Loss of opportunity to pursue legal remedies to which Plaintiff  
17 may have been entitled under a violation of the California Elder  
18 Abuse Protection Act;
- 19 d. Loss of opportunity to pursue legal remedies to which Plaintiff  
20 may have been entitled for religious creed discrimination in  
21 violation of *California Government Code* § 12940(l);
- 22 e. Loss of opportunity to pursue legal remedies for other tortious  
23 conduct occurring in June 2009; and
- 24 f. Other damages according to proof.

25 88. Plaintiff's reliance on Defendant IMS' promise was a substantial factor  
26 in causing harm.

27 89. Defendant IMS caused the aforesaid damages to Plaintiff and thus  
28 should be required to pay damages according to proof.



1 90. Defendant IMS and one or more of the other Defendants have been  
2 involved in a pattern and practice of such conduct.

3 91. Defendant IMS' actions were taken with malice, intended by the  
4 Defendants to cause injury to the Plaintiff or despicable conduct which has been  
5 carried on by the Defendants with a willful and conscious disregard of the rights of  
6 others.

7 92. Defendant IMS' actions involved oppression, despicable conduct that  
8 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's  
9 rights, namely withholding Retirement Benefits that would make the financial  
10 difference to Plaintiff and his wife between low income and abject poverty unless  
11 Plaintiff would recant his belief on a certain theological difference, and unless  
12 Plaintiff would control the voice and actions of his wife as though she were his  
13 property.

14 93. Defendant IMS' acted with fraud, intentional misrepresentation, deceit,  
15 or concealment of material facts known to said Defendants with the intention of  
16 depriving Plaintiff of his legal rights and causing injury, including pretending to  
17 agree to pay earned and vested Retirement Benefits just long enough to let certain  
18 statutes of limitations expire, and then insist that Defendant IMS never had any  
19 intention to pay any Retirement Benefits unless Plaintiff would be cowed into  
20 submission to their demands.

21  
22 **FIFTH CLAIM FOR RELIEF**

23 (Interference with Contract)

24 (against Defendants Does 1-100)

25 94. Plaintiff realleges and incorporates herein by reference paragraphs 1  
26 through 93, inclusive, as though fully set forth herein.

27 95. As explained above, there was a contract between Defendant IMS and  
28 Plaintiff.

1           96. Defendants Does 1-100 know of said contract.

2           97. Defendants Does 1-100 intended to cause Defendant IMS to breach said  
3 contract with Plaintiff.

4           98. Defendants Does 1-100 conduct was a contributing cause to Defendant  
5 IMS breaching said contract with Plaintiff.

6           99. Plaintiff has suffered substantial harm and damages, including, but not  
7 limited to, the following --

8           a. The loss of Retirement Benefits in the amount of \$1,120.00 per  
9 month for the remainder of Plaintiff's life;

10           b. Loss of the promised health insurance (an estimated amount of  
11 \$104.00 per month);

12           c. Loss of opportunity to pursue legal remedies to which Plaintiff  
13 may have been entitled under a violation of the California Elder  
14 Abuse Protection Act;

15           d. Loss of opportunity to pursue legal remedies to which Plaintiff  
16 may have been entitled for religious creed discrimination in  
17 violation of *California Government Code* § 12940(l);

18           e. Loss of opportunity to pursue legal remedies for other tortious  
19 conduct occurring in June 2009; and

20           f. Other damages according to proof.

21           100. The actions of Defendants Does 1-100 were a substantial factor in  
22 causing Plaintiff's harm.

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**SIXTH CLAIM FOR RELIEF**

(Conversion)

(against Defendant IMS-American Union and Defendant IMS-General Conference)

101. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 100, inclusive, as though fully set forth herein.

102. As of 2009, Plaintiff had a right to receipt of Retirement Benefits from Defendant IMS for the rest of his life.

103. In September 2013, Defendant IMS intentionally and substantially interfered with Plaintiff's right to receive Retirement Benefits from Defendant IMS by keeping all funds that would otherwise have been sent to Plaintiff.

104. Plaintiff did not consent to said deprivation of his rights.

105. Plaintiff was harmed as set forth repeatedly above.

106. Defendant IMS' conduct was a substantial factor in causing Plaintiff's harm.

**SEVENTH CLAIM FOR RELIEF**

(Civil Conspiracy)

(against all Defendants)

107. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 106, inclusive, as though fully set forth herein.

108. Upon information and belief, two or more of the Defendants made an agreement, orally, in writing, or implied by conduct, to commit wrongful acts against Plaintiff.

109. Among these wrongful acts were the following:

- a. Extortion, pursuant to *California Penal Code* § 518, et seq.;
- b. Financial abuse of an elder in violation of the California Elder Abuse Protection Act, *California Welfare & Institutes Code* §

1 15610.30;

- 2 c. Religious creed discrimination in violation of *California*  
3 *Government Code* § 12940(1);
- 4 d. Continuing efforts to pressure Plaintiff and his wife to sign  
5 documents and make false statements about their religious  
6 convictions, and to give up Plaintiff's contractual rights;
- 7 e. Additional efforts to coerce Plaintiff into making statements that  
8 Defendants would then use against Plaintiff to try to deprive him  
9 of his Retirement Benefits;
- 10 f. Refusal to pay Plaintiff's properly earned Retirement Benefits in  
11 order to punish him for beliefs on religious matters that  
12 Defendants did not like and not "submitting" to the demands of  
13 Defendant IMS; and
- 14 g. Other conduct according to proof.

15 110. Upon information and belief, two or more Defendants were aware that  
16 other co-conspirators planned these wrongful actions and agreed and intended that  
17 the wrongful acts be committed.

18 111. Defendant IMS and one or more of the other Defendants have been  
19 involved in a pattern and practice of such conduct.

20 112. Two or more of the Defendants' actions were taken with malice,  
21 intended by the Defendants to cause injury to the Plaintiff or despicable conduct  
22 which has been carried on by the Defendants with a willful and conscious disregard  
23 of the rights of others.

24 113. Two or more of the Defendants' actions involved oppression, despicable  
25 conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of  
26 Plaintiff's rights, namely withholding Retirement Benefits that would make the  
27 financial difference to Plaintiff and his wife between low income and abject poverty  
28 unless Plaintiff would recant his belief on a certain theological difference, and unless

1 Plaintiff would control the voice and actions of his wife as though she were his  
2 property.

3 114. Two or more of the Defendants acted with fraud, intentional  
4 misrepresentation, deceit, or concealment of material facts known to said Defendants  
5 with the intention of depriving Plaintiff of his legal rights and causing injury,  
6 including pretending to agree to pay earned and vested Retirement Benefits just long  
7 enough to let certain statutes of limitations expire, and then insist that Defendant  
8 IMS never had any intention to pay any Retirement Benefits unless Plaintiff would  
9 be cowed into submission to their demands.

10  
11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff Steinar Myhre prays as follows:

13 a. For preliminary injunction maintaining the status quo of Plaintiff  
14 receiving his monthly Retirement Benefit payments from Defendant IMS during the  
15 pendency of this lawsuit (separate motion will be filed);

16 b. For judgment in favor of Plaintiff and against Defendants on all causes  
17 of action set forth herein;

18 c. Compensatory damages according to proof, including pre- and post-  
19 judgment interest (estimated to exceed \$350,000);

20 d. Punitive damages of at least One Million Dollars (\$1,000,000), or as  
21 determined by a jury;

22 e. Attorney fees and costs as permitted by law;

23 f. Costs of suit herein incurred; and

24 g. For such other and further relief as the Court may deem just and proper.

25  
26 **DEMAND FOR JURY TRIAL**

27 Plaintiff respectfully requests that his claims be tried by a jury.

28

1 DATED this Thursday, November 14, 2013.

2 Respectfully submitted,

3 KRAMER LAW OFFICE, INC.  
4

5 By: Melody A. Kramer

6 Melody A. Kramer, Esq.

7 Attorney for Plaintiff

8 E-mail: mak@kramerlawip.com  
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**'13CV2741 BEN RBB**

**TABLE OF EXHIBITS**

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# **EXHIBIT A**

The Executive Committee carries the daily responsibilities and duties of the Union, makes resolutions in special circumstances, and puts them into practice. Such resolutions are then presented to the Union Board for ratification.

All the above-mentioned officers are elected for two-year terms, the offices to be laid down at the Union delegates' sessions, at which time any individual may be re-elected.

**BENEFITS**

**1. RETIREMENT**

All paid employees of the American Union are entitled to retirement benefits if they meet the following requirements:

- he or she has remained as a member in good standing of the denomination;
- he or she has completed 10 years of full-time paid service for the American Union;
- he or she has reached or exceeded the retirement age as stipulated by the Social Security Administration at the time of his or her retirement.

Retirement benefits are assigned according to the number of years worked for the cause of God in the American Union:

- with a minimum of 10 years of service, the employee is entitled to monthly retirement pay of 30% of his or her last paid monthly salary;
- for each year of service over 10 years, an additional 1% of his or her last paid monthly salary will be added to his or her monthly retirement pay, up to a maximum of 40%;
- with a minimum of 20 years of service, the employee is entitled at retirement to 40% of his or her last paid monthly salary.

If employees of the American Union filled an assignment for the General Conference in another country or if they were elected to serve in the

General Conference, those years of service may be counted toward retirement credits and may qualify the recipient to meet the minimum years of service to be entitled to retirement benefits.

On the other hand, if a person is not transferred into the American Union but entered the USA privately or by other means, and was later hired by the American Union as an employee, then that person must complete 10 years of service in the American Union to qualify for retirement pay. If a person is transferred to the American Union with the permission of the General Conference and by request of the American Union, and he or she served in the American Union for at least 5 years, then his or her prior years of service will be considered in calculating retirement benefits.

The American Union Board retains the right to give severance pay to any employee who has not met the required 10 years of service but has met all of the other requirements stipulated in this Human Resources Manual.

Retirees may continue, but are not required, to complete work reports and expense reports and submit them to the appropriate leaders to be reimbursed for their expenses, according to the caps set by the American Union for their particular position. They will receive their retirement checks on a monthly basis or according to the procedure established by the American Union Board and the corresponding American Union Treasurer.

Foreign residence is allowed for retirees. They will continue to receive their pension wherever they may choose to live but are responsible for updating their information with the American Union Treasurer and maintaining their membership in this denomination.

Retirees may not receive both a pension and full salary for work at the same time. A retired worker may be requested to re-enter the work as a full-time employee. In such a case, his or her pension will be suspended while he or she receives a stipulated salary according to the pay scale approved by the American Union Board. His or her retirement pay will be recalculated when he or she ceases to work full time for the church and returns to retirement or pension status.

Retirees may supplement their income with separate part-time employment or hourly pay with another employer.

Early retirement may be considered for an employee due to health problems. To qualify for early retirement, an employee must be at least 60 years of age and meet the previously stated requirements in this section.

# **EXHIBIT B**



**SEVENTH-DAY ADVENTIST CHURCH REFORM MOVEMENT**  
**AMERICAN UNION, INTERNATIONAL MISSIONARY SOCIETY**  
*Office of the Secretary*

PHYSICAL ADDRESS: 3314 W. COLUMBUS DR., SUITE D □ TAMPA, FL 33607-1820 □ PHONE: □ 1 813 872-9590  
MAILING ADDRESS: P.O. BOX 261093 □ TAMPA, FL 33685-1093 □ FAX: 1-888-622-5584 □ Phone 1-877-SDA-1888 *TOLL FREE*

June 8, 2009

Steinar and Marianne Myhre  
8990 60th Street  
Riverside (Pedley), CA 92509-5000

Dear Brother and Sister Myhre:

Greetings in the name of Jesus with Ephesians 1:11, 12:

*"In whom also we have obtained an inheritance, being predestinated according to the purpose of him who worketh all things after the counsel of his own will:  
<sup>12</sup>That we should be to the praise of his glory, who first trusted in Christ."*

The American Union Board wishes to express its appreciation for the service you have rendered the church over the past six years. You "have not run in vain, neither labored in vain." Philippians 2:16. Unfortunately, during the last few years, the controversy over the subject of Divorce and Remarriage has cast a shadow on your work and compromised your effectiveness and usefulness to the cause in the American Union. For this we are truly sad and disappointed. To date no resolution has been found to achieve harmony with you in this matter. Our Lord Jesus Christ prayed for unity (John 17), and the apostle Paul instructed us: "Now I beseech you, brethren, by the name of our Lord Jesus Christ, that ye all speak the same thing, and that there be no divisions among you; but that ye be perfectly joined together in the same mind and in the same judgment." 1 Corinthians 1:10.

Therefore, the American Union Board reluctantly passed the following resolution:

Brother Steinar Myhre is to be placed on retirement with a monthly pension paid at the rate of 40% of his current monthly salary plus Health Insurance as per the *Human Resources Manual*. Payment of the pension is conditional upon the Myhres signing an agreement with the American Union Committee that they will not make any agitation regarding the subject of Divorce and Remarriage. If they carry out such agitation, the pension will be revoked. Brother Myhre is also to receive an explanation that the reason for his retirement is because of his strong position in favor of Divorce and Remarriage, which is contrary to the official position of the Organization. This has engendered conflicts and disunity. However, if in the future, for whatever reason, he and the organization come to an agreement regarding the teaching of Divorce and Remarriage; his employment status may be reconsidered by mutual agreement between him and the organization. His last monthly salary will be paid August 25, 2009, for the month of August 2009.

Credentials are issued by the delegates in session and/or the standing AU Board and are subject to periodic review; and if revoked, the credential must be returned upon request, as it is not the property of the holder.

*God bless you both to know what to do in these end times.*

For the American Union Board,

  
Elder Wikler Moran  
*American Union Secretary*



**SEVENTH-DAY ADVENTIST CHURCH REFORM MOVEMENT**  
**AMERICAN UNION, INTERNATIONAL MISSIONARY SOCIETY**  
*Office of the Secretary*

PHYSICAL ADDRESS: 3314 W. COLUMBUS DR., SUITE D □ TAMPA, FL 33607-1820 □ PHONE: □ 1 813 872-9590  
MAILING ADDRESS: P.O. BOX 261093 □ TAMPA, FL 33685-1093 □ FAX: 1-888-622-5584 □ Phone 1-877-SDA-1888 TOLL FREE

## **AGREEMENT**

June 8, 2009

I, Steinar Myhre agree to respect the resolution of the American Union Board, regarding the condition of payment after my retirement, as follow:

*"The Payment of the pension from the American Union is conditional upon the Myhres signing an agreement with the American Union Committee that they will not make any agitation regarding the subject of Divorce and Remarriage. If they carry out such agitation, the pension will be revoked."*

Signed by free will in Riverside, CA, on June \_\_\_ 2009

---

Elder Steinar Myhre

*(Please return this copy signed to the American Union Secretary)*

# **EXHIBIT C**

STEINAR E. MYHRE

8990 60<sup>th</sup> Street, Riverside, CA 92509-5000

Tuesday, July 14, 2009

An open letter to the American Union Board (AUB):

We received your letter on 2009-06-11. With this letter, I am appealing your decisions to both:

1. ***Force me into retirement and***
2. ***Withdraw my pension if I refuse to stop agitating the issue of divorce and remarriage.***

Encarta's definitions for the word "agitate" are as follows:

1. Make somebody anxious
2. Arouse public interest
3. Move something violently

We assume it is the middle definition that you are referring to, since the first and third definitions do not apply.

I have tried to arouse the interest of my peers in the ministry to revisit the issue of marriage, divorce, and remarriage (MDR) so as to help me see in a clear and simple manner why Matthew 19:9 and 1 Corinthians 7:2, 27-28 don't mean what they say. If they found that they could not do this, then it was my hope that they would restudy the issue and try to look at it from some different angles. Thus, based on my actions and the messages we have received from a number of brethren, we interpret your threat to mean that we must promise to:

- a) ***Stop asking the church leaders to prove from the Bible that Matthew 19:9 and 1 Corinthians 7:2, 27-28 don't mean what they say and to look again at what the Scripture says.***
- b) ***Continue to refrain, as I have heretofore done, from disclosing my position on divorce and remarriage to our church members.***

First, please understand that ***this*** letter is not about MDR. It is about the present and future purity of a church inclined to silence leaders who question the church's doctrinal positions; it is about ministers' relationships to God versus their relationships to the church; it is about the rights and responsibilities of the servants of God. It is about the proper way to deal with differences between ministers. References to the MDR doctrine are merely to show the inconsistency between the shaky bases of our controversial doctrine and the strong disciplinary stand our church is taking to enforce a mum policy among members and ministers alike.

My forced retirement is uncalled for, but your decision to pull my pension is most treacherous and has the worst implications for the future of our church, as also for us!

WE WILL FIRST DISCUSS WHAT IMPLICATIONS YOUR THREAT TO PULL MY PENSION HAS TO THE FUTURE OF THE CHURCH:

Based on the above definition, the following are the conceptual implications and practical consequences of the *Agreement* you are asking us to sign:

1. A minister of the Gospel is employed, not by God, but by the church.

As such, the minister should search the Scriptures only to find ways to support the doctrines of the church, since, if he discovers any truth that differs from the church's interpretation, he is sworn to secrecy at peril of his earned pension. Thus he must do all his studying from a biased position. The older, more experienced, and closer to retirement he gets, the more perilous it becomes to search the Scriptures honestly, since he has progressively less time to find another occupation and accumulate another pension. Consequently, those ministers who consent to study, preach, and function from a biased position will excel among us.

While the rule is meant to eliminate false teachers, it will instead promote them.

2. The church cannot be wrong; therefore disagreement with a doctrine is subject to punishment.

This position is not sustainable by the Bible, the Testimonies, or sacred history. The Bible recounts the gross errors supported by the Jewish Sanhedrin; the Testimonies recount the gross errors of the Catholic Church and those made by the leaders of the Protestant churches; our own history recounts the gross errors by the General Conference of Seventh-day Adventists. All of these religious organizations threatened and punished anyone who dared to oppose their decisions.

This always led to their downfall and rejection by God.

3. Church members may not know if a minister disagrees with our church, or why.

Thus, when a minister's opinion is solicited on any controversial subject, the minister must either lie, say he doesn't know, change the subject, or pretend he didn't hear. (May he tell them the truth that, if he answers honestly, the church will pull his pension?) This is morally wrong.



By shutting a minister up at peril of his pension, you are promoting hypocrisy, falsehood, and corruption among the leaders of the church, and frustration among inquiring members who are being ignored.

4. I further translate your requirement to mean that the AUB deems the members of our church unqualified to judge between interpretations and to make correct decisions.

You judge our members to be inferior to the Bereans, unable to understand the Bible for themselves. You judge our members to be unable to discern right from wrong. You further judge our members to have no access to the Spirit of God. Members, therefore, need to be protected from knowing the truth about my position on the above-mentioned two passages.

If we start with banning two passages of God's Word from candid conversations, how far can this go? The Roman Catholic Church eventually went so far as to take the entire Bible from the common people, saying they were not qualified to read it. (Could this have been because her doctrines were not really sustainable by the Holy Scriptures?) Consequently, the people were kept in ignorance, the church gradually became more oppressive and more perverted, and the people more debased, while these doctrines enriched "the church."

The Protestant Reformation freed the laity by teaching them that they were fully capable of understanding the Scriptures (GC 354b, 597a, 598b, c; SC 89d-90a). As a result, the people were uplifted and educated and became leaders in their own rights.

God is honored by a people that study. According to EGW, if we retain a Christian spirit, differences of opinion on doctrine are healthy, because they stimulate study. Here is just one testimony among others:

*"The fact that there is no controversy or agitation among God's people, should not be regarded as conclusive evidence that they are holding fast to sound doctrine. There is reason to fear.... When no difference of opinion arises which will set men to searching the Bible for themselves, to make sure that they have the truth, there will be many ... who will hold to tradition, and worship they know not what." {GW 298.1}*

If we accept the above testimony as inspired, then when Paul said, "Now I beseech you, brethren, ... **that ye all speak the same thing**, and that there be no divisions among you; but that ye be perfectly joined together in the same mind and in the same judgment" (1 Corinthians 1:10), he could not have meant that controversy is to be forcefully stopped, by shutting up ministers who disagree or by removing them from office and threatening their welfare.

On the contrary, the following verses make it clear that Paul meant that people and leaders should get along in spite of differences between leaders. They should not idolize one leader while discrediting others. While, according to EGW, differences are used by God for a blessing, Satan uses them to create animosity. It is unworthy of our calling to allow him to succeed in this.

Ministers and people who attempt to pit leaders against each other are committing a serious sin against the church and against God. Paul continues in verses 11-15:

*“For it hath been declared unto me of you, my brethren, by them which are of the house of Chloe, that there are contentions among you. Now this I say, that every one of you saith, I am of Paul; and I of Apollos; and I of Cephas; and I of Christ. Is Christ divided? was Paul crucified for you? or were ye baptized in the name of Paul? I thank God that I baptized none of you, but Crispus and Gaius, Lest any should say that I had baptized in mine own name.”*

I might ask here, have any of you heard me speak against my brethren? I have done all things with a good conscience. One or two of my brethren, however, have not only spoken against me and attempted to divide the church against me, but also at least one of them has repeatedly misrepresented me. *These* brethren should be disciplined.

It is a positive injury to our members to treat them as incompetent to hear my views and study the word for themselves. This deprives them of spiritual and intellectual development.

To squelch honest discussion will make our church a miniature Dark Ages.

5. The *Agreement* also reveals that the committee rejects a number of clear testimonies, some of which we presented at the 2008 WF Conference. Here are a few:

- *“All points of doctrine, even though they have been accepted as truth, should be brought to the law and to the testimony; if they cannot stand this test, ‘there is no light in them.’”* {5T 574.2}

This testimony implies that the church is not infallible but *can indeed* be wrong about a doctrine.

- *“Agitate, agitate, agitate! The subjects which we present to the world must be to us a living reality.... We should never allow ourselves to employ arguments that are not wholly sound.”* {GW 299}

This tells us that it is possible for the church to be employing arguments that are not valid, even if the doctrine is correct. Agitating controversial issues among ourselves will

sharpen our arguments. This is good. Your demanding me to stop agitating the MDR question will mean that our brethren will never come up with more convincing arguments for a doctrine that is, by many of our people, either rejected or just not understood. This is wrong. The doctrine should be made clear. We need better arguments.

- *“Olaf Petri ... declared that the teachings of the Fathers are to be received only when in accordance with the Scriptures; that **the essential doctrines of the faith are presented in the Bible in a clear and simple manner, so that all men may understand them.**” {GC 242}*

This tells us that all doctrines that are essential to salvation, including the MDR doctrine, are clear, easy to explain, and easy to understand from the Bible. Our ministers’ way of explaining the MDR doctrine does not fit that description. We need to work together to find out what the problem is.

- *“Our young men look to our older brethren, and as they see that they do not accept the message, ... it influences those who are ignorant of the Scriptures to reject the light. ... But **there is no excuse for any one's refusing the light, for it has been plainly revealed. There is no need of any one's being in ignorance.**” {RH Mar 18, 1890}*

This testimony tells us that even young, less experienced brethren may not rely on older brethren for the last word in Bible doctrine. Again, this is because the important doctrines should be clear and easy to understand for everyone. Should church members not be permitted to hear both sides and study this issue?

- *“Nothing frightens me more than to see the spirit of variance manifested by our brethren. We are on dangerous ground when we cannot meet together like Christians, and **courteously examine controverted points.** I feel like fleeing from the place **lest I receive the mold of those who cannot candidly investigate the doctrines of the Bible.... Those who cannot impartially examine the evidences of a position that differs from theirs, are not fit to teach in any department of God's cause.**” {1SM 411}*

Here we are told that brethren should get together and courteously, impartially examine controverted points. It is not enough to sit and study a topic with the brethren who agree with you.

Brethren, do you not accept these testimonies as from God? Is it your intention to stay in control of the church, or is it your intention to let the Spirit of God control the church? *“Where the Spirit of the Lord is, there is liberty”* (2 Cor 3:17) – not liberty to transgress the law, but liberty to study it and discuss it with one’s peers.

Regrettably, Br. Jim Demarest was wrong when, at the 2008 WF delegate's session, he assured us that all members have a right to study God's Word and freely discuss their findings together.

NEXT, LET'S LOOK AT THE IMPLICATIONS OF YOUR DEMAND TO MY WIFE AND ME:

Our *Human Resource Manual* (page 26) states that:

"All paid employees of the American Union are *entitled* to retirement benefits if they meet the following requirements:

- he or she has remained as a member in good standing of the denomination;
- he or she has completed 10 years of full-time paid service for the American Union;
- he or she has reached or exceeded the retirement age as stipulated by the Social Security Administration at the time of his or her retirement."

I qualify on all three counts. Brethren, I have neither been disfellowshipped, nor am I on church discipline. I remain a member in good standing. It is the Ten Commandments that define sin. Which commandment have I broken, so that I am not a member in good standing? Is studying the Bible and sharing what one finds with his experienced brethren a sin? Is trying to get the brethren to show me why they believe the way they do a sin? I have done exactly what the servant of the Lord instructs – to take one's findings to "brethren of experience."

Pension money is a part of a man's earnings that are set aside by an employer for his employee's retirement years, when working becomes difficult. I have already earned my pension during the 28 years I have worked for the church. Forcing me to earn it again as "hush" money is blackmail. Are you aware of a number of recent criminal cases in which companies have wasted retirement funds, and those responsible have gone to prison? What does the Bible say? "*Indeed the wages of the laborers who mowed your fields, which you kept back by fraud, cry out; and the cries of the reapers have reached the ears of the Lord of Sabaoth*" (James 5:4). It doesn't matter who is doing it, whether you profess religion or are an unbeliever: God pronounces it robbery. Just wages are not tied to religious belief; they are a basic human right.

To put it another way, **my wife Marianne, and I are being asked to sell at least two passages of the Scriptures, Matthew 19:9 and 1 Corinthians 7:2, 27-28, for potentially about \$30,000 – money we will need to live on. Without that money, we risk becoming homeless beggars. One day we will come face to face with an offer to sell the Sabbath in exchange for the ability to buy and sell. If Marianne and I fail now, we will likely fail the final test. We choose not to sell our souls!**

If you do as you propose in your letter, we will be left with only about \$1100 monthly to live on. One reason for this is that a former AU secretary-treasurer talked us out of paying 4 years of Social Security. Then, soon after that, the church moved us to foreign countries for 12 years, during which we paid no Social Security. \$1100 is not enough to make payments for our small home, much less for utilities, gas, medical, food, clothes, etc. We will, of course, look for jobs,

but unemployment is high. At our age getting work is even tougher. Can you risk this and look in the eye that same Jesus whom we have both sincerely served for so many years and who died for my wife and me? I trust that the Lord will take care of us, and that we will grow from the experience, but that will not change God's opinion of your cold calculations, and you will become only more hard-hearted by your actions.

After refusing to pay a pension to Marinus Ringelberg, it becomes easier to do again, doesn't it? You can go a step further even if the next guy, *unlike* Br. Ringelberg, (1) is still a member of the church, (2) has for Christ's sake forfeited 16 years of Social Security and principal in a home, and (3) has a wife who has voluntarily and quietly worked for the church in three countries for decades without pay and without paying into Social Security, writing articles, editing, translating, working with children, youth and adults, giving Bible studies, doing prayer meetings, even preaching when there was no one to do this? Do you really think God won't notice? Do you really think He approves of your decision? (And, by the way, if you go through with this, do you really think your own pension will be secure in the hands of your hardened brethren? Will you too be forced to violate your conscience to secure your pension?)

To forbid me to do the very thing that I am instructed by the Spirit of Prophecy to do – to “agitate, agitate, agitate!” – by threatening to make my wife and me suffer in our old age, by robbing me of the pension I have earned, is a sin God will not ignore. Would Jesus, even if we were mistaken, punish us by reducing us to poverty? Does He not command us to love even our enemies? We aren't even your enemies. How can you pull the pension from a minister who has committed no sin, but is conscientiously obeying God?

Furthermore, it is an insult to the God of justice for you to assume the right to coerce me by financial threat to submit MY conscience to the dictates of YOUR conscience, while you have not proven your position from Scripture, nor submitted to our members a clear, simple written explanation for why our General Conference rejects the most obvious translations of the above verses.

This is not merely self-defense brethren. It is my duty to warn you to put away the sin you are poised to commit – again.

IN REFERENCE TO MY BEING FORCED TO RETIRE:

*“The only safety for any of us is in receiving no new doctrine, no new interpretation of the Scriptures, without first submitting it to brethren of experience. Lay it before them in a humble, teachable spirit, with earnest prayer; and if they see no light in it, yield to their judgment; for ‘in the multitude of counselors there is safety.’”* —Testimonies, Vol. 5, pp. 291-293 (1885). {CW 47.1}

My position on MDR is by no means a new doctrine. I am not by nature an assertive person, but the time has come for me to speak up. As a studious member of the church since 1959 (this was before even our GC president was a figment of his parent's imagination), a graduate of the

mission school in 1970, and an ordained minister since 1981, I fully qualify as a “brother of experience.” By God’s grace, I am fully qualified to discuss Scripture with any of my peers. I have tried to present my views to my fellow brethren of experience. I have also tried to create an email forum with these brethren about this subject. But most attempts at discussion on the subject of MDR has been firmly resisted by silence, or “recant!” (GC88 135.2).

What did EGW say? *“We are on dangerous ground,” “I feel like fleeing from the place.”* I have had to firmly resist fleeing from this church. Since so many ministers who believe as I do have fled the rejection of their brethren, the leaders seem to have become more determined to stamp out everyone who dares to question this doctrine.

By alienating all ministers who disagree, no matter how experienced, you are not only removing the incentive of our brethren to study profoundly and know every detail of every doctrine we hold, but you are also taking away the checks and balances of the church. This is an American, democratic concept that protects people from despots and popery.

*“Point after point of truth should be investigated; for there is no limitation to the truth of God, and in its study a most lively interest should be felt by both teachers and pupils, that they may know what God hath said. For years the voice of God has been saying to us, ‘Agitate, agitate, agitate.’ Study every point of truth, that you may know for yourselves what is truth in distinction from error. Let students search for themselves, that they may know the deep things of God. Let this work be done in the Spirit of Christ. Put no restriction upon the students.”* {CSW 36.2}

In the above testimony, we are instructed to study, agitate, and not put limits on *even* students! But you want me, a veteran minister, to sign an agreement to stop agitating my brethren to study the MDR passages in the Bible. You are attempting to force me to stop discussing two passages in the Holy Scriptures! Having both been raised in our church from birth, my wife and I can truthfully say that, in all our lives, we have *never* heard *one* sermon in which either of the verses in Matthew 19:9 and 1 Corinthians 7:2, 27-28 were mentioned. Why not? Important as this subject is in today’s world of multiple marriages, these verses have been silently banned from our church. Yet if, as you say, they are difficult to understand, then the much more they need to be taught and explained to our members! Has God given us permission to ignore any part of His word?

It might surprise you to know that the motive for my relentless and sometimes sarcastic agitating of the MDR subject with my brethren was not so much to convince them to agree with me as to motivate them to think hard and then give me valid reasons for our doctrine, *so that I can go back to believing what I believed for so long*, that remarriage is never valid while the former partner is still living. This has been my hope because it has caused me almost intolerable pain to be at odds with my past and with my brethren.

But to my surprise, when I confront my brethren with these verses, they are quiet, or change the subject, or shake their heads, saying that it’s a difficult doctrine; one brother rattled off

some vague arguments that didn't prove a thing; some have warned me that I will lose my job if I confront people with these verses; at least two brethren have warned us that we will get disfellowshipped if we discuss this with our church members. One brother who is active in the General Conference tried to *bribe* me to accept the church doctrine!!! Brethren, that is legally defined as corruption. Has the Reform Movement become corrupt? How many ministers have been bribed and/or threatened to keep their mouths shut? As already implied, if all sincere but disagreeing ministers are driven out of the church, then corruption is the only consequence!

By the way, if anyone had asked me not to send them emails on MDR, I would respect that. But no one has.

It might also surprise you that I have *not* as yet agitated my views with lay members. My wife has, and *sometimes* I have been caught in the middle. Neither have I caused "conflict and disunity" as your letter states. "An enemy hath done this" (Matthew 13:28). "For he knew that for envy they had delivered him" (Matthew 27:18).

I am a man of peace. Conflict and disunity have been caused by Br. Oscar Valles and Sr. Delmy Pleitez, who have harassed the Riverside Church and me over different things for years. It is a fact substantiated by the Riverside Church members that the vast majority of them did not even know about our MDR belief until Sr. Delmy Pleitez announced it in a church meeting in an attempt to divide the church against me. I have, until now (as generally the ministers who believe as I have, have done), attempted, as far as my conscience allowed, to keep this controversial issue from the lay members.

Sr. Delmy, a former sister who has been disfellowshipped no less than three times, *twice for marrying divorced men*, and lately for "un-Christian conduct," has been agitating gossip about us among the lay members, first in the Riverside Church and now among the members of the nearby churches, and broadcasting our belief, using copies of the papers I sent to my "brethren of experience," presumably supplied by Br. Oscar Valles, for the two are good friends and have in the past worked together to discredit me and remove me from the work. She has not succeeded in Riverside because the members here know us well, and they also have known Delmy to be a troublemaker even before we moved to Riverside. To this day, almost none of the church members of the three churches in this area have ever heard me speak about this issue. **So, if members of the churches in this vicinity are in conflict with us over this issue, (1) they have not told us, and (2) it is because Sr. Delmy and Br. Oscar have agitated the issue among the members. This is not my doing.**

Though Marianne *has* spoken openly with *some* lay people about the marriage issue, even she has kept this rather low key with lay members, especially since the last General Conference, pending the promised apologetic. She has prayed daily and earnestly, and sometimes with tears, that God will show the brethren the truth. Neither she nor I have actively attempted to turn the members against Br. Oscar and Sr. Delmy. But their repeated attacks have required some straight talk. When they have left us in peace, we have left them in peace. We want only to be able to do our work in peace.

That said, brethren, I am no more willing than Martin Luther was to submit to the church's demand to accept her (the church's) thorny interpretations of Matthew 19:9 and 1 Corinthians 7:2, 27-28 unless the church comes up with a clear, simple, and viable Biblical explanation for them (GC 243b, 251c, 521c, 526b, 549b, SC 89cd-90a, PaM 194c). Until then, I am forced by my conscience to accept the simple, balanced Biblical statements of said passages as they read.

In 84 years of Reform history (in spite of all the members we have lost over this issue, in spite of all the ministers who have protested our extreme stand, many of whom also left the church, in spite of all the questions sent to the delegates' sessions), we have never had an official paper explaining these passages. This is another good indication that there *is* no viable explanation to support the church's position.

The many explanations for "why Matthew 19:9 and 1 Corinthians 7:2, 27-28 do not mean what they say" are so dubious that two years ago, like the Catholic Church, the General Conference mandated the ministerial committee to study the doctrine and write an apologetic supporting it. So far, the ministerial committee does not seem to have found any simple arguments. Even if our church doctrine *were* correct, it is by no means "presented in the Bible in a clear and simple manner, so that all men may understand." Therefore, it should not be considered an essential doctrine, much less a test of fellowship, or a basis for which to dismiss a minister.

The passages in question are clear, simple, straightforward, and in full harmony with not only the Bible but also the Testimonies. I see no need to accept a complicated, contradictory explanation. It is painful for me to say, but it is important for you to know that if no better explanation for our church's negligence of these verses than I have hitherto heard is forthcoming, I want to make it clear that I will not indefinitely stay quiet about this to the lay members—whether or not I get a pension, whether or not I have credentials, whether or not I am disfellowshipped for doing so. Before God, I was ordained to preach the word – all of it; I was ordained to preach it in truth, and so were you!

#### CONCLUSION:

Br. Petkov informed me that the Ministerial Committee did not have time to discuss the MDR question during their meetings last fall, because they had "more important" things to discuss. There was no time? There were more important things? This is, of course, why in over 80 years this issue remains controversial and why many of our members have questions about it. This is why in more than 80 years we still don't have a clear, simple written explanation for these two passages. There were always "more important" things to resolve. Now I ask, what could be more important than the most controversial doctrine in the Reform?

What can be more important than ...

- A doctrine that has been clogging up GC delegations for 80 years?



- A doctrine that is almost always cited as at least one of the reasons for why people and ministers leave the Reform?
- A doctrine that in this world of adultery touches the lives, directly or indirectly, of pretty much every member in the church?
- Defining adultery, which is to judge the world in the end?

Like Luther, I ask the board to show me from the Scriptures that I am wrong. Prove to me that the above verses don't mean what they say! I don't want your assertions. I want proof. Don't quote *The Principles of Faith* or General Conference decisions. Quote the Bible only, and I will also quote only the Bible! You have the history of the Protestant Reformation. You claim to be Protestants. You have no excuse to quote anything but the Bible. This is about the meaning of adultery – an essential doctrine. If you can't make your explanation of these texts so simple that all members can understand, then honesty demands that you respect the individual conscience.

You write that we need unity in the church. There are two ways to obtain unity. One is to gag or throw out everyone who disagrees with us. This is what despots do. The other way is to pray and study together, and pray and study together, and pray and study together, each time asking for the Holy Spirit until we all see the light (Ephesians 4:11-13). This is what Christians do. Which one of you has done this with me? You don't have time? Is this because your explanations of these verses are so complicated that they cannot be explained in less than 200 pages, using questionable arguments?

Furthermore, do you really think that a reasonable judge would consider it just to make a man's pension contingent on his *wife's* actions? You may get away with this in Latin and Muslim countries, where women are considered the man's property, but this is America. Women are the property of God. They follow their own consciences before Him. What right do you have to force me to gag *my wife* in order to get the pension I worked for? This could *never* hold up in a court of law.

Finally, your last line in the *Agreement*, "signed by free will in Riverside, on June \_\_\_\_ 2009," is a joke. You "conned" me out of 16 years of Social Security, threaten me with having to choose between homelessness and hunger or losing my soul, and then want me to write that I signed by my own free will? Is this a communist church? Any judge can tell from the letter that this is an attempt to coerce me. As I have already pointed out, I'm afraid your letter amounts to nothing more honorable than blackmail:

*"The crime involving a threat for purposes of compelling a person to do an act against his or her will, or for purposes of taking the person's money or property."*  
(<http://legal-dictionary.thefreedictionary.com/Blackmail>)

In California, blackmail is "punishable by up to 4 years in state prison and/or up to (\$10,000) ten thousand dollars or more." (<http://www.lacriminaldefenseattorney.com/Extortion.html>)

What does Sr. White say about the church's "hush policy"?

*"Everything that Christians do should be as transparent as the sunlight. Truth is of God; deception, in every one of its myriad forms, is of Satan; and whoever in any way departs from the straight line of truth is betraying himself into the power of the wicked one." {MB 68.3}*

*"Thou shalt not bear false witness against thy neighbor.'...*

*"An intention to deceive is what constitutes falsehood.... Even the intentional suppression of truth, by which injury may result to others, is a violation of the ninth commandment." {PP 309.2}*

Thus, you want us to deceive the members into believing that I am in accord with the church in the MDR issue, by not sharing with the members what I have found in my studies of the Bible. According to the testimonies heretofore quoted, this is harmful to them.

Please think about all that I have written on your knees in the presence of our holy God. And when any of you are ready to *prove* from the Bible that the above referred-to Bible passages in regards to MDR don't mean what they say, then my wife and I are ready to *sit down* and study it *with* you.

With the above issues and testimonies in mind, I ask you to rescind your decisions to:

1. Force me into retirement and
2. Withdraw my pension if I refuse to stop agitating the issue of divorce and remarriage.

Sincerely,

Steinar E. Myhre  
[jeppetall@charter.net](mailto:jeppetall@charter.net)

# **EXHIBIT D**

**SEVENTH-DAY ADVENTIST CHURCH REFORM MOVEMENT  
AMERICAN UNION, INTERNATIONAL MISSIONARY SOCIETY**

*Office of the Secretary*

Alpha & Omega

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August 5, 2009

Pastor Steinar Myhre  
8990 60th Street  
Riverside (Pedley), CA 92509-5000

Dear Brother Myhre:

Greetings in the name of Jesus with Galatians 6:14,

*“But God forbid that I should glory, save in the cross of our Lord Jesus Christ, by whom the world is crucified unto me, and I unto the world.”*

We pray that your faith is strong in the Lord and that you are of good health and courage, even as we are.

This letter is to inform you that the American Union Board has counseled together and revised the last decision in regard to the required conditions for you to receive a pension from this organization. Following the consideration of the issue again after a review of current policies, the AU Board has passed the following resolution:

**“Proposal and resolution:** To eliminate from the resolution taken in Puerto Rico the requirement presented to Br. Steinar Myhre as a condition to receive his pension—that his agitating against the church’s position on divorce and remarriage would cause the pension to be revoked. The *Human Resources Manual* states only that to receive a pension the person must be a member in good standing after a specified number of years of service.”

In addition, the AU Board asks you please to meet with them at 7:00 p.m. on Monday, August 10, 2009, in the Conference Room at Leoni Meadows Camp in Grizzly Flats, California. Your wife may attend as well, if she desires. The resolution is as follows:

**“Proposal and vote:** Br. Feliciano Pretel is authorized to conduct a meeting with Br. Myhre. The American Union delegates are invited to be present. Br. Pretel will decide the manner in which he will conduct the meeting. This is not to be a part of the official delegates’ meetings; it will be only a dialogue with the Myhres in the presence of the delegates.”

We ask for your cooperation in this matter, pray for the blessing of God, and wish you a gracious supply of His Spirit.

With Christian greetings from the American Union Board,

Elder Wikler Moran  
*AU Secretary*

CC: Brother Henry Dering, *Western Field President*