

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

E. Kwan Choi,
individually and on behalf of
Urantia Foundation,
Urantia Corporation,
Urantia Brotherhood Association,
Andite Corporation, *and*
Amadon Corporation,
plaintiff,

v.

K. Richard Keeler,
Georges Michelson-Dupont,
Mo Siegel,
Gard Jameson,
and
James Ryan,
not individually but as
Illinois Attorney General,
Defendants.

No.

**In Chancery
Injunction
Temporary Restraining Order**

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Now comes the plaintiff, Dr. E. Kwan Choi, by his attorneys, Michael D. Poulos, P.C., individually and on behalf of the Urantia Foundation, the Urantia Corporation, the Urantia Brotherhood Association, Andite Corporation, and Amadon Corporation, and complaining of defendants K. Richard Keeler, Georges Michelson-Dupont, Mo Siegel, and Gard Jameson, states as follows:

COMMON FACTUAL ALLEGATIONS

1. On or about January 11, 1950, the Urantia Foundation was established by a Declaration of Trust recorded on January 26, 1950 in the office of the Cook County Recorder of Deeds. A copy of the Declaration of Trust is attached as Exhibit A.

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2. A purpose of the Urantia Foundation is to disseminate and promote the concepts and teachings set forth in a publication known as *The Urantia Book* and to perpetually preserve inviolate the text of *The Urantia Book*.

3. *The Urantia Book* is a religious work in excess of 2,000 printed pages containing revelatory information about the relationship between God and creation and the organization and history of the universe.

4. Paragraph 3.3 of the Declaration of Trust imposes upon the trustees the duty to "retain absolute and unconditional control of all plates and other media for the printing and reproduction of *The Urantia Book* and any translation thereof...."

5. Since its organization, The Urantia Foundation has established not-for-profit corporations to assist in carrying out the purposes of the Urantia Foundation including: the Urantia Corporation, the Urantia Brotherhood Association, Andite Corporation, and Amadon Corporation ("the corporations").

6. The plaintiff, Dr. Choi, is a trustee of the Urantia Foundation and a director of each of the corporations.

7. The Urantia Foundation and its corporations are collectively referred to in this complaint as "Urantia."

8. On information and belief, the assets of Urantia exceed \$4 million including securities and real estate located at 533 Diversy Parkway, Chicago, Illinois 60614 which serves as the headquarters for Urantia.

9. The current trustees of the Urantia Foundation, directors of the corporations, and officers of Urantia are:

- a. Dr. Choi, the plaintiff, who is a trustee and director;

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- b. K. Richard Keeler, a defendant, who is a trustee and director and holds the offices of President and Treasurer;
- c. Georges Michelson-Dupont, a defendant, who is a trustee and director and holds the office of Vice President;
- d. Mo Siegel, a defendant, who is a trustee and director and holds the office of Secretary, and
- e. Gard Jameson, a defendant, who is a trustee and director.

10. From about April 1998 through June 29, 2001 Dr. Choi held the office of secretary in addition to his position as trustee and director.

11. Dr. Choi brings this action on his own behalf and on behalf of the Urantia Foundation and the corporations.

12. Pursuant to paragraph 7.6 of the Declaration of Trust, the Trustees adopted By-Laws on or about February 11, 1950, further specifying how the Urantia Foundation is to operate. The By-Laws, including amendments thereto, are attached as Exhibit B.

13. From September 2000 through the present the defendant trustees, in furtherance of a conspiracy among themselves to exclude Dr. Choi from exercising his duties and privileges as a trustee, director, and officer of Urantia, have repeatedly engaged in one or more of the following wrongful acts and/or omissions contrary to the Declaration of Trust, the By-Laws, and/or the Illinois Charitable Trusts Act:

- a. The defendant trustees have willfully held, and continue to hold, numerous meetings among themselves to discuss and decide the affairs of Urantia in secret, without notice to Dr. Choi and excluding

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him from such meetings in violation of Article VII of the Declaration of Trust which provides that the management of Urantia and the trust estate is vested in all the Trustees and their successors in trust;

- b. The defendant trustees have willfully failed to record minutes of these secret meetings in violation of paragraph 7.7 of Article VII of the Declaration of Trust and in violation of §15(b) of the Charitable Trust Act requiring that the trustees keep accurate and detailed books and records, 760 ILCS 55/1 *et seq.*;
- c. The defendant trustees have called and held quarterly meetings and special meetings without providing proper notice to Dr. Choi, and they have excluded Dr. Choi from meetings in violation of the By-Laws of Urantia;
- d. Despite repeated requests by Dr. Choi, the defendant trustees and the employees of Urantia at the direction of one or more of the defendant trustees have failed and refused to provide Dr. Choi with information, financial reports, information on legal matters, minutes, correspondence, and/or other documents pertaining to Urantia that are routinely shared among the defendant trustees thereby preventing Dr. Choi from carrying out his duties as a trustee and director of Urantia;
- e. By excluding Dr. Choi from participating in governing the conduct of Urantia, the defendant trustees have *de facto* reduced the board from the five members required by the Declaration of Trust to four members in contravention of the Declaration of Trust;

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- f. The defendant trustees have conspired among themselves to effect the removal of the plaintiff as a Trustee without compliance with Paragraph 2.4 of the By-Laws which paragraph specifies the grounds upon which a trustee may be removed and the process which must be followed;
- g. On September 7, 2001, the defendant trustees ordered the executive director of Urantia, Tonia Baney, to not communicate with Dr. Choi even though he remains a trustee and director.

14. Despite the provisions of the Declaration and the By-Laws, and the duties imposed upon them by the Illinois Charitable Trust Act, one or more of the defendant trustees have, since April of 1998, repeatedly engaged in one or more of the following wrongful acts and/or omissions in violation of the Declaration of Trust, the By-Laws, and/or the Illinois Charitable Trusts Act, 760 ILCS 55/1 *et seq.*:

- a. K. Richard Keeler has continuously exercised sole control over 100% of the financial information, books, and records of Urantia, and despite written request he has failed to permit the other trustees, including Dr. Choi, from inspecting or reviewing the same, in violation of the Declaration of Trust and in contravention of paragraph 4.8 of Article IV of the By-Laws that provides that the secretary of Urantia shall keep and preserve all records;
- b. On information and belief, at the sole expense of Urantia, one or a subset of the defendant trustees have obtained legal counsel and legal services from Urantia's outside counsel, Quin R. Frazer of the firm of Gardner, Carton & Douglas, to promote their private interest in taking control of Urantia to the exclusion of other

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trustees in violation of §15(a)(1, 2, 4, 5, and 6), of the Charitable Trust Act, 760 ILCS 55/1 *et seq.*;

- c. K. Richard Keeler has spent and continues to spend money of Urantia without prior consultation with or subsequent report to all of the remaining trustees, including Dr. Choi, in violation of paragraphs 4.9 and 5.3 of the By-Laws requiring the Treasurer to report at least annually to the Trustees concerning receipts and expenditures and the Treasurer to report quarterly to the trustees;
- d. On information and belief, one or more of the defendant trustees has, without authority, commingled restricted donations with the general funds of the foundation and has failed to apply these restrictive donations in accordance with the restrictions set forth by the respective donors, all in violation of paragraph 8.3 of Article VIII of the Declaration of Trust and in violation of §15(a)(2 and 6), of the Charitable Trust Act, 760 ILCS 55/1 *et seq.*;
- e. On information and belief, one or more of the defendant trustees has, without authority, spent funds from the Perpetual Printing Fund (a foundation account segregated by board authority to be used solely for the purpose of printing expenses) on general foundation expenses unrelated to the purpose of the fund, in violation of §15(a)(2 and 6), of the Charitable Trust Act, 760 ILCS 55/1 *et seq.*;
- f. Treasurer K. Richard Keeler has failed to provide the trustees with quarterly financial statements as required by paragraph 5.3 of the By-Laws and continues to refuse to do so;

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- g. K. Richard Keeler, or Urantia employees at his direction, have falsified minutes of meetings pertaining to the proceedings of the trustees and directors in violation of the trusts imposed upon him under the Declaration of Trust and in violation of §15(b) of the Charitable Trust Act requiring that the trustees keep accurate and detailed books and records, 760 ILCS 55/1 *et seq.*;
- h. The defendant trustees unreasonably and in violation of good business judgment expended in excess of \$1 million on copyright litigation which unnecessarily resulted in the loss of the Urantia Foundation's copyright to *The Urantia Book* violating the duty of the trustees to “retain absolute and unconditional control of all plates and other media for the printing and reproduction of *The Urantia Book* and any translation thereof...”

15. Dr. Choi repeatedly complained of the improper conduct of the affairs of Urantia and insisted to the defendant trustees that Urantia be operated in a lawful manner and in accordance with the Declaration of Trust and the By-Laws and that Dr. Choi be given financial information and access to the books and records of Urantia.

16. Subsequent to Dr. Choi raising these issues, the defendant trustees conspired amongst themselves to remove Dr. Choi as a trustee and to completely exclude him from participation in board meetings and in the conduct of Urantia as set forth in paragraph 13.

17. The defendant trustees have entered into this conspiracy as a result of Dr. Choi's insistence that Urantia be operated in a lawful manner and in accordance

with the Declaration of Trust and the By-Laws and that Dr. Choi be given financial information and access to the books and records of Urantia.

18. This Complaint is being brought to require the trustees to operate Urantia in accordance with the Declaration of Trust, the By-Laws, and the provisions of the Illinois Charitable Trusts Act, 760 ILCS 55/1 *et seq.* and to stop the attempt of the defendant trustees to remove Dr. Choi and to require the defendant trustees to furnish Dr. Choi with the financial information and other records to which he is entitled.

19. The Illinois Attorney General is named as a necessary party to this action pursuant to the Illinois Charitable Trusts Act, 760 ILCS 55/1 *et seq.*, and case authority thereunder. No relief is sought against the Illinois Attorney General.

20. The matter in controversy does not exceed \$75,000, and Dr. Choi is not seeking and will neither demand nor accept any recovery in excess of \$75,000 exclusive of costs and interest.

COUNT ONE
REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTION
AND DECLARATORY RELIEF PERTAINING TO THE
ATTEMPTED REMOVAL OF DR. CHOI AS A TRUSTEE

1-20.Dr. Choi incorporates the Common Factual Allegations as paragraphs 1 through 20 of Count One.

21. All trustees serve a life term.

22. The By-Laws provide a procedure for the removal of trustees at paragraph 2.4. This paragraph sets forth the grounds upon which a trustee may be removed, requires a vote on the question by the trustees, and requires a unanimous vote by all

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the trustees, other than the one whose removal is being considered, at the next three successive quarterly meetings. After the final vote the trustees, other than the one whose removal has been thus approved, are required to sign a "Certificate of Removal of Trustee" and record that certificate with the Recorder of Deeds of Cook County, Illinois.

23. On September 7, 2001 the defendant trustees conferred by telephone and voted to remove Dr. Choi as a trustee.

24. At the time of that telephone conference, Dr. Choi had received no proper notice of any meeting of the trustees to be conducted on September 7, 2001.

25. Dr. Choi did not participate in the telephone conference on September 7, 2001.

26. Section 3.1 of the By-Laws provides that the regular quarterly meetings shall be held on the third Saturday of January, April, July, and October, or on the next succeeding Saturday in the case of a holiday, at 10 AM at the regular office of the Urantia Foundation. The time and place of a regular meeting may only be changed by agreement of all the trustees.

27. The next quarterly meeting following the purported vote would have been October 20, 2001.

28. No quarterly meeting was held on October 20, 2001.

29. No agreement of all the trustees was made to change the date of the quarterly meeting which should have been held October 20, 2001.

30. Nevertheless, the defendant trustees met on November 10, 2001.

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31. Dr. Choi served a written dissent on the defendant trustees concerning the September 7, 2001 telephone conference and the November 10, 2001 meeting.

32. The defendant trustees unanimously voted to confirm Dr. Choi's removal at that meeting.

33. Since September 7, 2001, the defendant trustees have refused to allow Dr. Choi to participate in the affairs of Urantia or to carry out his duties as trustee.

34. No grounds exist to remove Dr. Choi as a trustee.

35. Plaintiff has no adequate remedy at law.

Wherefore, Dr. E. Kwan Choi prays as follows:

A. For issuance of a preliminary and permanent mandatory injunction ordering the defendant trustees to permit Dr. Choi to attend and vote in all meetings of the trustees and directors and to fully participate as a trustee and director in all business of Urantia until such time, if any, as he is removed for cause in accordance with the provisions of the By-Laws and a "Certificate of Removal as Trustee" is lawfully recorded with the Recorder of Deeds of Cook County.

B. For issuance of a preliminary and permanent injunction prohibiting the defendant trustees from meeting or carrying out the business of Urantia until such time as they permit Dr. Choi to attend and vote in all meetings of the trustees and directors and to fully participate as a trustee and director in all business of Urantia and continuing until such time, if any, as he is removed for cause in accordance with the provisions of the By-Laws and a "Certificate of Removal as Trustee" is lawfully recorded with the Recorder of Deeds of Cook County.

C. For a declaratory judgment that:

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1. The action taken September 7, 2001 is null and void.
2. The meeting of November 10, 2001 was improper and all actions taken at such meeting are null and void.
3. That no grounds exist to remove Dr. Choi as a trustee.
4. That the failure of the defendant trustees to conduct the quarterly meeting on October 20, 2001 constitutes a failure of the defendant trustees to unanimously confirm the purported September 7, 2001 removal vote at the next quarterly meeting thus terminating any removal process arising out of the September 7, 2001 telephone conference.
5. That all actions taken by Urantia during such time as Dr. Choi has been prevented from acting as a trustee are null and void.

D. For indemnification for his attorneys' fees and costs in connection with this action.

E. For such further relief as the court may deem just.

**COUNT TWO
REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTION
AND AN ACCOUNTING PERTAINING TO
THE FAILURE OF THE DEFENANT TRUSTEES
TO PROVIDE FINANCIAL INFORMATION**

1-20.Dr. Choi incorporates the Common Factual Allegations as paragraphs 1 through 20 of Count Two.

Wherefore, Dr. Kwan Choi prays as follows:

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A. For issuance of a preliminary and permanent mandatory injunction ordering the defendant trustees:

1. To provide Dr. Choi with full access to the books and records of Urantia.
2. To compile and provide to Dr. Choi and to all the trustees and directors all financial information required by the Declaration of Trust and the By-Laws and the Illinois Charitable Trusts Act from March, 1977 to the present.
3. To not, during the pendency of this case, expend Urantia assets on or direct Urantia employees to engage in a public relations campaign or mailing list communications regarding the plaintiff or this litigation.

B. For a full and complete accounting of the financial affairs of Urantia as required by the Declaration of Trust and the By-Laws since March, 1977.

C. For indemnification for his attorneys' fees and costs in connection with this action.

D. For such further relief as the court may deem just including, if evidence of financial mismanagement is found, removal of the defendant trustees and appointment of new trustees to replace them.

Respectfully Submitted:

Michael D. Poulos
Attorney for Dr. E. Kwan Choi

VERIFICATION BY CERTIFICATION

Under the penalties as provided by law pursuant to paragraph 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that he or she verily believes the same to be true.

Dr. E. Kwan Choi

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