

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

E. Kwan Choi,
individually and on behalf of
Urantia Foundation, *et al.*,
plaintiff,

v.

K. Richard Keeler, *et al.*,
defendants.

No. 02 CH 4053

Hon. Sophia H. Hall

**Suit for Injunction and Declaratory
Judgment**

**AFFIDAVIT OF E. KWAN CHOI
IN SUPPORT OF SUMMARY JUDGMENT**

Now comes the affiant, E. Kwan Choi, and under the penalties as provided by law pursuant to §1-109 of the Code of Civil Procedure states as follows:

1. My name is E. Kwan Choi. I am the plaintiff in this suit. I am over 18 years of age and of sound mind. I have personal knowledge of the facts set forth in this affidavit. I could competently testify to the facts set forth herein in open court.

2. I reside in Ames, Iowa, and I am employed by Iowa State University as a professor of economics. I hold a doctoral degree granted by the University of Iowa in 1978. My articles in the field of economics have been published numerous times. In addition to my work as professor with Iowa State University, I am the editor of the *Review of International Economics*, a learned and internationally respected academic journal published by Blackwell Publishers. Subscribers to this journal include the International Monetary Fund, the World Bank, the World Trade Organization, the Federal Reserve Banks of the United States, and important central banks of many industrial countries in Europe and Asia. I have held managing or associate editor positions with several other learned journals, including: the Japanese Economic Review, Review of Development Economics, and International Review of Economics. In 2001 I organized an international conference on *North Korea in the World Economy* in

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

Washington, D.C., which included participation by several ambassadors and was covered by C-Span and three foreign television stations. I am married and have three sons.

3. As set forth in the complaint, this action concerns the operation of the Urantia Foundation. The Urantia Foundation is an Illinois charitable trust that was established in 1950, and whose purpose is to preserve inviolate and to disseminate the text and teachings of *The Urantia Book*. During its history, the foundation has sold more than 500,000 copies of the book. The foundation has assets in excess of \$4 million.

4. I am knowledgeable concerning the text of *The Urantia Book* and its historical origins. I have gained this knowledge through many years of study, investigation, research, endeavoring to practice the teachings of the book, and, over a period of over six years, translating the book into the Korean language. My study of *The Urantia Book* began in 1976.

5. *The Urantia Book* is a sacred text spanning more than 2000 pages authored by multiple supernatural persons. It contains revelations detailing the history and administration of the universe, the relationship between God and creation, the life of Jesus (including biographical facts that were not recorded in the Gospels), and other revelatory information. I believe the book is an authentic revelation.

6. The text of *The Urantia Book* was delivered to a group of human Chicago residents in the first half of the last century. This group is known as the "Contact Commission." The Contact Commissioners were responsible for the formation of the Urantia Foundation. The Contact Commissioners, especially Dr. William Sadler and William Sadler, Jr., with the help of their attorneys, were responsible for the drafting of the Declaration of Trust and By-Laws. The first trustees, three of whom were Contact Commissioners, executed the By-Laws of the foundation. Their names are included in the By-Laws.

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

7. It is generally believed by the readership of *The Urantia Book*, that the actions of the Contact Commission in forming the foundation, including the language of the Declaration of Trust and By-Laws, were divinely inspired and supernaturally guided. The By-Laws were enacted on February 11, 1950, thirty-one days after the Declaration of Trust. The By-Laws can be modified by the unanimous decision of trustees. The provisions on trustee removal have been in the By-Laws since the beginning and have remained unchanged for the past 52 years.

8. The obligations of a trustee of the Urantia Trust are set forth throughout the Declaration of Trust, but Article III sets forth some particulars, including: perpetually preserving the text of *The Urantia Book* inviolate; to use the trust estate to achieve the principal philosophical and religious objects of the trust; to control the reproduction and translation of the book; and to disseminate the teachings of the book. Among many other powers and duties set forth in the Declaration of Trust, the trustees are also charged in Article VI to “own, hold, manage, control, operate, care for, protect, and preserve the Trust Estate.”

9. On about July 24, 2001 I received an e-mail from Mo Siegel stating there was a request for a telephone meeting to consider the issue of my removal as trustee. This e-mail message asked for suggestions as to day and time in the next three weeks. A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 1.

10. On July 25, 2001, by e-mail, I sent a message to all other trustees objecting to the use of a special meeting to vote to institute removal proceedings, and I demanded that such action be taken at a regular quarterly meeting. I additionally objected to the meeting taking place by telephone, and I demanded that the meeting take place in person. A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 2. On July 26, Mr. Siegel responded to all trustees (including Mr. Keeler) that a request for an in-person meeting had to be cleared through Mr. Keeler. In this message

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

he additionally asked the foundation lawyer for guidance regarding the correct legal procedures. A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 3.

11. On July 30, 2001, I received another e-mail from Mo Siegel, that stated that he thought "it looked like" there would be a telephone meeting of the trustees on September 7th at 8:00 a.m. This e-mail did not contain any indication as to what the purpose would be, but indicated that I would receive an agenda for the meeting "at least 5 days before." A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 4.

12. On about September 2, 2001, I received an e-mail message from the foundation president, K. Richard Keeler. There was no message in the e-mail, only a subject line, which stated: "Please remember the Trustee teleconference on 7 September 2001, next Friday, at 8:00 a.m., CDT (Chicago time)." A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 5.

13. In reply to Mr. Keeler's e-mail, I sent an e-mail to him on Tuesday, September 4, 2001, detailing my procedural objections to the proposed meeting that Friday. I proposed that the meeting be rescheduled to comply with the By-Laws, and indicated that I would not waive notice or my objections to the meeting. A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 6.

14. After I sent this e-mail to Mr. Keeler, I expected that he would comply with my demands and correct the defects I pointed out to him.

15. On Friday, September 7, 2001, at 8:00 a.m. I was present in my office and I received no phone call. At about 8:25 a.m., twenty-five minutes after the scheduled start time of the purported meeting, I received a telephone call from Mr. Keeler. All of the other trustees were already on the line when Mr. Keeler called, and I was the last trustee asked to join the teleconference that had already begun. I believe that prior to

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

calling me to join the teleconference, they had already commenced the meeting without trying to contact me. I asked what was on the agenda. Mr. Keeler said that the trustees were going to ask me to resign. When I heard this I was surprised that the other trustees were persisting in this matter despite my prior objections. I responded with an objection that there was no proper notice given, that I had received no proper notice of such an agenda, and that I refused to participate. I then hung up. After hanging up I drafted and sent an e-mail message to Mr. Keeler detailing my objection to the meeting going forward without proper notice and requesting to be notified as to what occurred after I disconnected from the teleconference. A true and accurate copy of this e-mail message is attached to this affidavit as Exhibit 7.

16. I believe the other trustees voted to initiate my removal, but I have never received any minutes or resolution setting forth the business that was actually conducted at that special meeting. That same day the foundation executive director, Tonia Baney, sent an e-mail to me stating in full, "I have been asked by the [Board of Trustees] not to communicate with you until further notice. I believe you will need to talk to Richard or Quin Frazer. Most sincerely, Tonia." A true and accurate copy of that e-mail is attached as Exhibit 8.

17. I never received any notice for a September 7 meeting prior to that date other than those set forth above. Several days after the meeting, probably on September 11, 2001, I received in the mail the agenda referred to by Mr. Siegel in his July 30 e-mail.

18. Since September 1, 2001, I have been entirely excluded from participation in the meetings of the Board and in carrying out my duties, and I have not been given access to foundation documents that I specifically requested in many written requests to Mr. Keeler in his capacity as president of the foundation, to Tonia Baney in her capacity as executive director of the foundation, and to Quin Frazer in his capacity as lawyer for the foundation, on and prior to September 1.

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

19. Under the By-Laws, the first regular quarterly meeting after September 7, 2001, was scheduled to occur on October 20, 2001, but the defendant trustees did not hold such a meeting, and the question of my removal was therefore not raised at that time.

20. The By-Laws state in Section 3.1 that the time and place of the quarterly meeting shall not be changed unless all trustees agree thereto. (*See*, Amendment to By-laws, Exhibit D at page 13.) During the summer of 2001 I twice objected in writing to attempts to change the October 20 date set for the next regular quarterly meeting. True and accurate copies of my written objections are attached hereto as Exhibit 10.

21. On November 10, 2001, the defendant trustees purported to hold the next regular quarterly meeting, and they purported to cast the first of the three required successive votes to remove me as a trustee. This meeting should not have been held at all unless all trustees agreed to a new date and time, as provided for in the By-Laws.

22. I never agreed to the change of the time or place of the next quarterly meeting. In fact, I specifically objected to the meeting and dissented from the actions taken at the meeting. My dissent, in the form of a letter from my lawyer, is attached to this affidavit as Exhibit 9. At the meeting I asked them to consider reconciliation. I was then told to leave. After less than 5 minutes, Mr. Frazer came from the room where the trustees met and spoke to my lawyer, Michael Poulos, informing him that there was a vote for my removal.

23. On January 19, 2002, the defendant trustees held the first quarterly meeting for 2002. I was provided with an agenda for this meeting consisting of only two agenda items: "Silence" and "Removal Matter." I appeared at this meeting with one of my attorneys, Mark Hellner. He spoke at length to the other board members. We were asked to leave and left. In about 5 minutes, Mr. Frazer came out and informed my lawyer that the trustees voted in favor of removal. I was not permitted to participate in

CHOI V. KEELER
AFFIDAVIT OF E. KWAN CHOI

the rest of the business taken at that meeting. I have never been notified as to what business was on the agenda for the meeting or what action was actually taken at the meeting.

24. On April 20, 2002, the defendant trustees held a regular quarterly meeting. At this meeting they allowed Mr. Poulos for no more than 5 minutes. He spoke in favor of diversity of board membership and of reconciliation. The defendant trustees then told me to leave, and in about 3 minutes Mr. Frazer came out and informed my lawyer that the trustees voted in favor of removal. I was not permitted to participate in the rest of the business taken at that meeting. I have never been notified as to what business was on the agenda for the meeting or what action was actually taken at the meeting.

25. The defendant trustees caused a public announcement to be posted at the official website of the Urantia Foundation announcing that all actions, other than recording of the certificate of removal, had been taken to effectuate my removal. I disagree with that position.

26. I have read and am familiar with my Motion for Partial Summary Judgment, to which this affidavit is attached. All of the facts contained therein are true and correct, except for matters therein stated to be on information and belief, and as to those matters, I verily believe them to be true.