

From: Mike Petras
Sent: Tuesday, January 10, 2017 2:15 PM
To: George Bodjanac
Subject: Columbia Station

Greetings brother George,

Thank you for your concern, there is no misunderstanding the committee approved us to get the church back to original owner ACCN INC
The committee turned against us after Brunswick hills meeting and their harrasement letters influenced the judge to give the church to Stefan's.
If anybody needs to correct it needs to come from the one's who created this mess, Lord willing we will send a last letter with all evedience regards who purchased the land, who borrowed the money to build church and all persons who paid the loan and expenses, Stefan's name is not on legal documents, therefore we did not and will not accept elders punishment because this is a criminal offense and committee with David Nicholson helped Stefan's steal the church.
Thank you again and God be with you.
Mike, Misa and Dimitri

On Jan 10, 2017 1:09 PM, "George Bodjanac" <javascript:_e(%7B%7D,'cvml','gbodjanac@yahoo.com');> wrote:

Greetings Brothers , Mike , Misha , Dmitro I just want to express to you that I feel very very bad that we lost the Church , I am sorry that it came to the point of you being disciplined , I hope and pray that this matter can be resolved with the Elder committee , I do not recommend for you to argue with them , I think it was miss understanding , to point fingers at each other will not resolve it , but create more conflict .
Asking humbly for forgiveness and removal of discipline might help to resolve it . Much patience is needed here .as well as obedience , you meant well , , but it did not work , Leave it in Gods hands .

In Christ
George



Donald P. McFadden
David A. Freeburg
Monica E. Russell
Kathryn J. McFadden
Amy E. Assel

Monica E. Russell
Medina Office
Phone (440) 799-0748
Fax (216) 456-2628
Russell@McFaddenlaw.us

August 25, 2015

Apostolic Christian Church Nazarene, Inc.
Attn: Petar Stefan & Traian Mohan
23295 Royalton Rd
Columbia Station, OH 44028

RE: *Fee Agreement*
Our File Number 4000-20

Dear Mr. Stefan and Mr. Mohan,

This document shall be the fee agreement between Apostolic Christian Church Nazarene, Inc. and McFadden & Freeburg Co. L.P.A. (the "Firm"). The Firm has agreed to research certain issues presented to it by you concerning Mihal Petras, Mike Petras, Dmytro Popovych and Georgice Zula and the rights of the Church with respect to these individuals.

I have agreed to research the issues presented to me by your August 23 email for a flat fee of \$150.00 which must be paid in advance.

If the Church requires additional services, you may request the same in writing (email is fine). Additional services will be charged hourly in accordance with the attached fee schedule. These hourly fees assume that the invoices will be paid on receipt. By signing this letter you agree to pay these hourly fees as and when billed and approved. We normally bill on a monthly basis. The monthly bill will show the amount of time spent by each person in tenths of an hour and the service performed.

In addition to hourly fees, you agree to be responsible for such expenses including, but not limited to, copying, postage, court reporters, overnight mail, court costs, as well as costs of investigation.

While we can neither guarantee the outcome or result, if any, which may be obtained on your behalf in this matter you may be assured that we will proceed to handle your matter in a prompt and professional manner. Likewise, because the cooperation of a client is essential to the proper handling of his or her matter, you agree to fully cooperate with the Firm in your representation and to promptly respond to requests for information and/or documents as may be available to you, as well as to promptly notify me of any events or information of which you may become aware.

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concerning this matter. It is therefore understood and agreed that in the event you should fail to cooperate in your representation either by way of failing to participate as described above and/or by failing to follow our advice and/or by way of failing to pay any expenses as agreed, and/or pay any bills for legal services, this may be grounds for the Firm's termination of your representation.

If the terms and conditions of the foregoing representation and fee agreement meet with your approval, please so indicate by signing your name at the end of this contract.

Very truly yours,

McFADDEN & FREEBURG Co., L.P.A.

/s/ Monica E. Russell

Monica E. Russell, Esq.

Read & Approved:

Apostolic Christian Church Nazarene, Inc.

Petar Stefan

By: Petar Stefan
Its. Trustee

Date: 8-25-2015

Apostolic Christian Church Nazarene, Inc.

Traian Mohan

By: Traian Mohan
Its. Trustee

Date: 8-25-2015



Commercial Statement

1-865-262-4249

Call Citizens' PhoneBank anytime for account information, current rates and answers to your questions

2 OF

PAID BY Apostolic Christian Church Nazareth

Beginning Oct through Oct

Images for account 451984-736-1

An Online Banking Transaction
 2023 PORTLAND
 03/08/18 3 AM:00:00 451984-736-1

PAY TO THE ORDER OF Walden Feeders Co. LLC
 \$ 966.00

MEMORANDUM Manufactured sixties and other
XX Charter One*

AMOUNT 34-1731333
 PAY TO THE ORDER OF Walden Feeders Co. LLC

DATE 10/13/2015
 TIME 10:13:20 AM
 BALANCE \$966.00
 DEBIT 5029
 ENDING BALANCE 10/13/2015

ACCOUNT 104831000
 FEDERAL RESERVE BANK OF PHOENIX
 FEDERAL RESERVE BANK OF PHOENIX

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1-866-262-4249

Commercial Account Statement

Call Citizens' PhoneBank for account information, current rates and answers to your questions.

2 OF 2

Paid By Astetic Christmas Church WAZ Alexe

MEMO FOR ACCOUNT 451984-736-1

MEMO	DATE	AMOUNT
12/27/2015	11/20	118.4
<p><i>Memo for account 451984-736-1</i> <i>MEMO FOR ACCOUNT 451984-736-1</i> DATE <i>Nov 27, 2015</i></p>		
<p><i>Memo for account 451984-736-1</i> DATE <i>Nov 27, 2015</i> AMOUNT <i>1 \$ 120.00</i></p>		
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<p><i>Memo for account 451984-736-1</i> DATE <i>Nov 27, 2015</i> AMOUNT <i>1 \$ 120.00</i></p>		

Account: 106131000		Next Post This Payment For In Virtual Customer: 12/07/2015
Please Direct Any Deposits To: Citizens Bank Processing Center 1000 Broad St. Newark, NJ 07102 Telephone: 973.682.1111 Fax: 973.682.1112		Please Direct Any Deposits To: Citizens Bank Processing Center 1000 Broad St. Newark, NJ 07102 Telephone: 973.682.1111 Fax: 973.682.1112
TO THE ORDER OF:		
12/07/2015		
5034 \$-20.00		
12/07/2015		

FEE SCHEDULE

DONALD P. MCFADDEN	\$250
DAVID A. FREEBURG	\$250
MONICA E. RUSSELL	\$200 \$150
KATHERYN J. MCFADDEN	\$185
AMY E. ASSEFF	\$150
PARALEGAL	\$90

Apostolic Christian Church Nazarene
23295 Royalton Road
Columbia Station, OH 44028

August 29, 2015

It has become apparent that there is significant discord in our church and it has become extremely difficult if not impossible for the church to function in an effective manner consistent with our faith. The trustees of the church have decided to temporarily suspend church services as of August 31, 2015. Do not enter onto church property without the express written permission of the trustees. Personal items within the church will be returned accordingly by the Trustees and requests for particular items may be expressed to them as well.

Traian Mohan

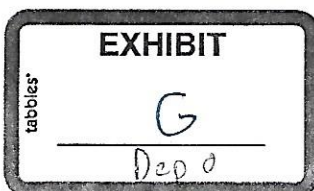
Traian Mohan

Date: 8-30-2015

Petar Stefan

Petar Stefan

Date: 8-30-2015



12 April 2016

Dear Brother Elders,

We greet you all in the name of our Lord and Savior Jesus Christ. Firstly we thank the Lord and you for your love, patience and guidance with the Columbia Station Church situation. In particular we would like to thank the Lord in Brother Mateji Augustinov for his patience, guidance and all the support he has given us throughout the process of re-opening the Columbia Station church. With the help of the Lord, we would like to provide an update on the legal matters surrounding the church case.

Thus far, Petar Stefan and Dorel Stefan had their depositions, under oath (affirmation) at the Attorney's office, and Brother Dimitri Popovich and Brother Train Mohan were witnesses for both meetings. Petar's deposition took place on March 29th, and Dorel's took place on April 8th. Prior to when Petar and Dorel closed Columbia Station, they had sought legal counsel and paid their attorney a retainer fee, (first payment was approximately \$900 and the second payment was \$140,) using church funds. Both of these payments were made under Apostolic Christian Church Nazarene Inc. checks.

The Stefan's have expressed a lot of dishonesty in relation to the construction of the church building, stating multiple times that they were the founders of the church and that they have authority above the Elders, Ministers, and the church members and governing bodies within the ACCN churches. According to both Petar and Dorel's deposition testimony, they do not recognize the ACCN churches except Brother Moses Magda from Geraldine church and Joe Crachun from Hallandale church.

Our Sister Viorica Petruz (late wife of Brother Jon Petruz) has provided all the original documentation relating to when the land was first purchased, to the completion of the construction of the church. This include the following documentation: Contract/agreement of the lot being purchased, all the stamped blue prints, building permits, receipts, details of the bank mortgage of \$133,000, and an agreement that shows \$60,000 borrowed from the ACCN Foundation, that Late Brother Jon Petruz had received on behalf of ACCN Inc. Late Brother Jon Petruz was responsible in leading all procedures of the construction on behalf of the ACCN church. Petar Stefan started helping with the construction of the church, however, due to a personal dispute he had with Brother Vasa Petruz (deceased), who was the church builder, Petar left the building site in the middle of construction and did not return to help with

the completion of the building or to support the church financially. Petar was absent from Columbia Station from 1989 to 1998. He did not contribute to the mortgage of the church due to his absence, and as per the documentation the church was paid off in 1996.

During Dorel's deposition testimony, he stated that he does not recognize the remaining members of Columbia Station that the remaining members do not fit as members in his eyes. He also stated that 1 year prior to the closure of Columbia Station (August 30 2015) he told the remaining families to leave Columbia Station and to "go find your own church because we are not one minded therefore not equally yoked". The attorney representing Columbia Station was surprised at this statement, and asked him what authority he had that gave him the right to be able to tell the members of the church to leave. His response to the attorney was, "we are the original founders and the trustees and we are above the Elders, Ministers, and church members. Our word is above everyone and we have the final say on the spiritual and physical work in the church". I myself, Dimitri Popovich and Brother Trian Mohan had witnessed many lies on both Petar and Dorel's depositions regarding the Columbia Station matter.

On behalf of the Columbia Station congregation, we ask the Lord and you to please look seriously at these circumstances and on the Stefan family's actions. They took it upon themselves to close the church and ignore the authority of the ACCN churches. As a result of the Stefan's actions, many ACCN church members, their children and relatives have been discouraged.

Matthew 12:37. For by thy words thou shalt be justified, and by thy words thou shalt be condemned.

Proverbs 18:21. Death and life are in the power of the tongue: and they that love it shall eat the fruit thereof.

James 3:8. But the tongue can no man tame; it is an unruly evil, full of deadly poison.

We believe that Brother David Nicklson is involved in the closure of the Columbia Station church. Petar testified the he received a letter from Elder Brother David, in 2012, giving them the authority to be trustees for 5 years. In addition to this Petar also testified that he received a letter from Elder Brother David in 2015, giving him authority to be the treasurer of Columbia Station for 5 years. If this is true, the Columbia Station congregation had no knowledge of these agreements and no vote or discussion about these matters were brought before the church.

Dear Elder Brothers, there is no justification for the closure of the Columbia Station church – not in the spiritual sense, physical or financial. We believe the true Shepard Jesus Christ which is our mediator, gave his life and cares for his flock.

John 10:11-12. I am the good shepherd: the good shepherd giveth his life for the sheep. But he that is an hireling, and not the shepherd, whose own the sheep are not, seeth the wolf coming, and leaveth the sheep, and fleeth: and the wolf catcheth them, and scattereth the sheep.

We like to thank the Lord in you Brother Elders, for hearing our pain and the trials that the members of Columbia Station are going through. Please continue praying for us and give greetings to your respected churches.

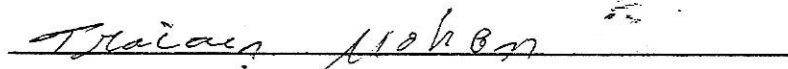
Love in Christ,



Dimitri Popovic

Minister of Columbia Station

Date: 4-13-16



Trian Mohan

Date: 4-13-16

Monica E. Russell
Medina Office
Phone: (440) 799-0748
Fax: (216) 456-2628
russell@mcfaddenlaw.us

FOR SETTLEMENT PURPOSES ONLY

September 1, 2016

Alan Kraus
Lazzaro and Kraus
20133 Farnsleigh Road, 2nd Floor
Shaker Heights, Ohio 44122

Re: *Apostolic Christian Church – Nazarene, Inc. v. The Nazarene Congregation, et al.*
Lorain County Court of Common Pleas Case No. 15CV188025

Dear Mr. Kraus.

As you know, this case has been costly for the parties involved and they will continue to incur significant legal fees and costs should this case proceed to trial and appeal. In light of this reality, my clients have a settlement proposal which is detailed below.

1. The parties agree upon a realtor who will list the property for sale immediately. The parties will follow the reasonable recommendations of their realtor with respect to the listing price of the property and terms of sale.
2. The parties agree to accept an offer to purchase the property that is in the amount of at least \$575,000.00 (my clients have been approached by several agents that believe the property should sell for at least \$600,000.00).
3. The parties agree that Dorel Stefan and Dmytro Popovich (jointly and not individually) have the authority to execute any documents relating to the listing and sale of the property and including purchase agreements and closing documents. The parties will execute a resolution to this effect to provide to the realtor and title/escrow agent.
4. The net proceeds of the sale (after payment of the realtor's commission and standard closing costs), shall be delivered to The Nazarene Congregation.
5. The Nazarene Congregation will then divide the proceeds, as well as any funds it has remaining in its operating account (although it may retain sufficient funds to cover any cost

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associated with preparing the 2016 tax return for the church and any taxes, if any that the church owes for 2016), as follows:

- a. \$80,000.00 shall be used as follows: Certain individual church members contributed to the payment of a loan used by the church to pay for construction. Each of these individuals shall have the right to direct a payment of \$2,000.00 either to a church, church-run or church-sponsored nursing home or a non-religious charitable organization. So far, my clients have identified 26 of said members. Their names are below:

Peter & Ana Dolinga
Veronica Janca
Pavel & Valeria Lotrean
Steve & Zorica Mendrea
Domnica Miksa
Jonel & Katica Miu
Trajan & Ana Mohan
Ana Nedecki
Pavel & Kristina Oldja
Peter Oldja
John & Viorica Patruz
Laza & Ana Popov
George & Livija Stefan (no relation to Petar Stefan)
Vasa & Bozana Patruz
John & Angie Andreas

Additional individuals may be identified as these settlement talks progress. Any remaining funds of the \$80,000 will be divided 57% to the Defendants and 43% to the Plaintiffs as stated below.

- b. 57% of the remaining proceeds shall be allocated to the Defendants. From these funds, Defendants will:
 - i. Direct that payment be made to their legal counsel for any outstanding fees owed related to this case and direct that a reimbursement be made for legal fees paid by Petar or Dorel Stefan personally on behalf of the church to said individuals.
 - ii. Donate the remaining proceeds to a church, church-run or church-sponsored nursing home or a non-religious charitable organization. Any such organization has to be registered with the Ohio Secretary of State as a church or non-profit organization and classified as a 501(c)(3) organization with the IRS.

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- c. 43% of the remaining proceeds shall be allocated to the Plaintiffs. With these funds, Plaintiffs will direct The Nazarene Congregation to:
 - i. Make payment to their legal counsel for any outstanding fees owed related to this case and direct that a reimbursement be made for legal fees paid by any of the plaintiff representatives personally to said individuals.
 - ii. Donate the remaining proceeds to a church, church-run or church-sponsored nursing home or a non-religious charitable organization. Any such organization has to be registered with the Ohio Secretary of State as a church or non-profit organization and classified as a 501(c)(3) organization with the IRS.

The 57-43 split was derived from my clients' belief that, of the seven original church founders Petar Stefan, George Stefan, Laza Popov, and Peter Miu would be on the Defendants' side and John Patruz's widow, Jonel Miu and Peter Dolinga would be on the Plaintiffs' side. Frankly, I'm not sure how much the split matters practically speaking because at the end of the day, the net proceeds minus the attorney fees will be paid to another church or charity.

The parties agree that the funds cannot go to a church or charity in which the individuals involved in this case (George Zula, Dmytro Popovych, Petar Stefan, or Dorel Stefan) have a personal financial interest. For example, the money will not go to a non-profit that employs any of these individuals. However, it is acceptable for the money to go to a church in which these individuals are a member.

The reason why I believe the net proceeds of the sale should be delivered to The Nazarene Congregation for disbursement rather than attempting to have the escrow agent do the disbursement at closing is because (1) I think this will be too complicated for the escrow agent; and (2) I would imagine it would be more clear for tax and accounting purposes if the net proceeds are paid to the Church rather than to multiple individuals and entities at closing.

That being said, I am not a tax attorney. All parties should have this proposal reviewed by their tax advisors/accountants to make sure there are no issues with the disbursement of the proceeds and the church's non-profit tax status. This offer is contingent on my clients' tax advisor's approval.

This offer is also subject to the parties entering into a formal, written settlement agreement which contains a release of all claims of all parties relating in any way to the pending litigation or to any matters relating to the church and which also contains a mutual non-disparagement clause.

Until the property is sold, the parties will continue to operate the same as they have been throughout this case pursuant to the agreed temporary order they entered into previously.

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Please let me know within one week of the date of this letter whether or not our clients accept this offer.

Sincerely,

McFadden & Freeburg Co., LPA


Monica E. Russell