

LYNN PINKER HURST SCHWEGMANN

ERIC PINKER
Partner
Board Certified – Civil Trial Advocate
National Board of Trial Advocacy

D 214 981 3837
F 214 981 3839
epinker@lynnllp.com

Lynn Pinker Hurst & Schwegmann, LLP
2100 Ross Avenue
Suite 2700
Dallas, Texas 75201
lynnllp.com

January 13, 2025

VIA EMAIL: wchristian@gdhm.com

William Christian
GRAVES DOUGHERTY HEARON & MOODY
401 Congress Avenue, Suite 2700
Austin, Texas 78701

Re: Terms of Engagement

Dear Bill:

I am writing in connection with the Non-Binding Memorandum of Settlement (the “Memorandum”), a copy of which is attached for reference.

In connection with the Church’s desire to construct a Temple on the property that it owns in Fairview, The Church of Jesus Christ of Latter-Day Saints (the “Church”) and the Town of Fairview (the “Town”) mediated their dispute on November 18, 2024. The Church participated in that mediation in good faith, and while it believes it is clearly entitled under federal and state law to construct a Temple as described in the current CUP Zoning District Application, it compromised its position in order to be a “good neighbor” and avoid a lawsuit, notwithstanding the substantial burden that the Town’s actions have placed on the Church’s free exercise of its religious beliefs. That compromise agreement, which is documented in the Memorandum, provided that (i) the Church would pursue construction of a Temple that would be “scaled down” from the Temple it initially proposed to the Town, in exchange for which (ii) the Town would support issuance of a Conditional Use Permit Zoning District for such Temple.

Since the date of that mediation and Memorandum, the Town’s conduct has raised concerns about whether the Town intends to make good on its commitments.

For example, on December 3, 2024, the Town scheduled a public information session. Throughout that meeting, Town officials referred to the Church in negative ways, characterizing it as a bully, asking local residents to communicate concerns about the

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“scaled down” Temple to Utah, and essentially describing the Memorandum as an opening position in a still on-going negotiation. Consistent with the Town’s statements during the meeting, the Town’s Mayor made similar comments to the press immediately after the meeting, including the following:

- Mayor Lessner said the negotiation is “just the first inning.” He hopes the church leaders heard residents’ concerns and will keep them in mind when they come to the town’s planning and zoning committee next year.
- “To be good neighbors, they need to come in and do something that’s acceptable to the town without us operating under the threat of a major lawsuit,” Mayor Lessner said. “I don’t think it’s over yet. . . . It’s kind of in their court to make a change. We will see.”

See Dallas Morning News Article, December 4, 2025 (link: [Fairview residents speak out against temple compromise with Church of Latter-day Saints](#))

The next day, December 4, 2025, you contacted me on behalf of the Town and requested that the Church agree to construct a Temple significantly smaller than the one the Town had agreed to support only 2 weeks earlier. I communicated during that call, and in a subsequent call, that the Temple described in the Memorandum represented a substantial compromise by the Church, that the Church would not agree to additional concessions, and that we expected the Town to support construction of the Temple as described in the Memorandum. I further requested a call between our clients to seek confirmation that the Town would support the construction of the Temple as described in the Memorandum.

In the interim, around December 19, 2025, the Church received a copy of the Mayor’s January 2025 newsletter to the community. In that newsletter, the Mayor stated “[t]hrough our attorneys, we have told them that there is a good chance that the new design with the 120 foot tower will not be accepted.”¹

On December 20, 2025, representatives of the Church and the Town convened a video conference to discuss the status of the tentative settlement. During that meeting, I expressed the Church’s strong concern that the tone of the public information meeting,

¹ As I told you, no one had ever said that to anyone representing the Church. In any event, that statement is entirely inconsistent with the Memorandum and the assurances made to the Church during the mediation.

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the Mayor's comments to the press, and the Mayor's statements in the newsletter, all indicated that the Town would not approve the Temple agreed to in the Memorandum. The Town responded that the community's response to the Temple as described in the Memorandum was more negative than expected, and that while the Mayor and Mayor *Pro Tem* were still in favor of the settlement, they did not know how others would vote.

As a result of the foregoing events, I called you on January 8, 2025, and requested that the Town coordinate meetings between Church representatives and each member of the Town Council, individually, in order to enable the Church to confirm that there is still support for the resolution described in the Memorandum. On January 9, 2025, you contacted me and advised that although the Town would contact the members of the Town Council to request such meetings, you believed it was highly unlikely that the members of the Town Council would agree to meet.

In light of the foregoing circumstances, the Church has no confidence that the Town will make good on its commitments as set forth in the Memorandum. The Church is further concerned that proceeding as though the Town will make good on its commitments will simply prejudice the Church's legal rights. Accordingly, the Church will not submit an amended or new conditional use permit application today.

The Church reiterates its request to meet individually with the members of the Town Council. Such meetings will (i) allow the Church to provide an overview of the Temple as described in the Memorandum, (ii) provide a forum for Town Council members to ask questions and express concerns, and (iii) enable the Church to determine whether the Town will support the settlement as described in the Memorandum. The Church anticipates that each meeting will last less than 1 hour.

Despite the Town Council's and the Mayor's comments, the Church is still willing to amicably resolve this matter as agreed in the Memorandum. However, if the members of the Town Council refuse to have even a brief meeting with the Church, it seems clear that the Town will not comply with its obligations under the Memorandum, in which case the Church will likely be forced to defend its rights in court. The Church has done everything it can to avoid that possibility, but if Town authorities are unwilling to abide by their agreement, then it will have little choice.

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I sincerely hope that the members of the Town Council will reconsider their position, agree to meet with representatives of the Church, and show a good faith willingness to proceed with the terms of the settlement as memorialized in the Memorandum.

I am available to discuss this letter at your convenience.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'EP', is positioned below the closing text.

Eric W. Pinker