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A. BLAIR DUNN, ESQ.

LICENSED IN NM AND SD

VIA EMAIL ONLY

June 24, 2020

National FFA Organization  
c/o Mark Poeschl  
[mposeschl@ffa.org](mailto:mposeschl@ffa.org)  
Dr. James Woodard  
[jrwoodard@ffa.org](mailto:jrwoodard@ffa.org)

RE: *BREACH OF CONTRACT AND BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING REGARDING THE IMPROPER REMOVAL OF LYLE LOGEMANN FROM FFA NATIONAL OFFICE; NOTICE OF INTENT TO SUE*

To the Board of Directors and the National Officers of the FFA,

It is with a disappointed and heavy heart that I write to you. My disappointment is derived from the utter failing of integrity of the great organization that instilled in me many of the virtues and skills that make me the effective civil rights and agriculture attorney that I find myself today, as I stand up in court for those that have had their liberties and property rights trampled by their government. My heavy heart is due to the fact that I believe that our Nation is in a dangerous place where our First Amendment protected speech is no longer respected, and we are losing our ability to engage in important discourse in favor of thought-policing and over sensitization. As George Orwell stated, "if liberty means anything at all, it means the right to tell people what they do not want to hear." Because of a belief in this organization and in our agriculture industry, I expected that our young people, if they were to have a safe-haven where we could teach them how to have important, albeit at times difficult conversations, it would still be in the FFA. Thus, writing to you now as the attorney for Mr. Lyle Logemann, I am truly disappointed as a former FFA member in the way that you handled this situation, you have failed to be the example to our FFA youth that you

accepted the call to be, and you have likely done irreparable damage not only to the organization, but to our rural agricultural communities by kowtowing to those that would seek to divide our Nation, instead of focusing on educating and healing our young people in agriculture. “Cultivators of the earth are the most valuable citizens. They are the most vigorous, the most independent, the most virtuous, and **they are tied to their country and wedded to its liberty and interests by the most lasting bonds**. As long, therefore, as they can find employment in this line, I would not convert them into mariners, artisans, or anything else.” –Thomas Jefferson to John Jay, 1785.

But this letter is not ultimately about my disappointment with this organization’s handling of the situation, it is about the legal consequences associated to your decision to remove Mr. Logemann from his office and to financially harm him by doing so. As your legal counsel can explain, you entered into an agreement with Mr. Logemann requiring of him certain things and requiring consideration from you in return. Most directly at issue in this letter is the scholarship that was promised to Mr. Logemann for upholding his end of the bargain, which according to the documents and understanding that was made, he has done. This agreement was not conditioned upon his having never made a distasteful social media post many years before he became an officer, nor was it conditioned upon the requirement of surrendering his First Amendment rights to engage in discussion because of the color of his skin, his gender or any other attribute that makes him who he is. I have reviewed the post that started this fiasco and I can assure you no judge nor jury would find his post to be hateful or disrespectful. The post, while less sensitive and more direct than it likely needed to be, was not vulgar, racist or demeaning. There is no requirement in your code of conduct that requires the speech of an officer to be non-confrontational or to refrain from speaking simply because a person may find the discussion offensive because of the color of the person making the comment. Thus, in removing him from office, your organization has breached the agreement that Mr. Logemann made with you without any legitimate justification for doing so, without following your own procedures and therefore, you are responsible for the damage that ensued from that action. Moreover, when this situation arose your agent amended that agreement upon the promise that if Mr. Logemann apologized for his conduct, that in many people’s opinion did not warrant an apology, (an apology over which you were

given editorial power) that he would be allowed to remain an officer and that he would therefore keep his scholarship. Mr. Logemann again upheld his side of that bargain and this organization did not, choosing cowardice to appease a mob to unfairly penalize a young man for posting distasteful memes as a teenager.

Not surprisingly, Mr. Logemann is disappointed in this organization to which he has sacrificed a significant portion of his life, only to suffer a betrayal. He remains, however, committed to a future in agriculture and to the belief in the future of agriculture. To that end, we respectfully request we begin a dialogue to resolve this matter short of litigation if that is possible. I kindly ask that you empower your legal counsel to contact me to begin to discuss settling the matter. If you are disinclined to do so, within 30 days of this letter please be on notice that we will be initiating litigation in the state district court of New Mexico to seek the assistance of the Court in resolving your organization's breach.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Blair Dunn", is placed over a light gray rectangular background.

A. Blair Dunn, Esq.

Cc: client

New Mexico State FFA Director Jerrod Smith