

COGIC

vs.

Westside Ministry

Deposition of:

Willie Green

June 28, 2023

Vol 02



IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO. 2021-CA-002561

CHURCH OF GOD IN CHRIST, INC.,
NORTHWEST FLORIDA JURISDICTION
CHURCH OF GOD IN CHRIST, INC.,
WESTSIDE CHURCH OF GOD IN CHRIST,
Plaintiffs/Counter-Defendants,

vs.

ELDER KENNETH WATTS, INDIVIDUALLY
AND AS PASTOR AND AS CHAIRMAN OF
THE BOARD OF TRUSTEES, WESTSIDE
COGIC, WESTSIDE MINISTRY, INC.,
WESTSIDE CHURCH OF GOD IN CHRIST
OF ESCAMBIA COUNTY, WESTSIDE MINISTRY,
INC., COSTON HUFF, AND FRANKIE LEE HUFF,
Defendants/Counter-Plaintiffs.

Volume 2 (Pages 156 - 318)

VIDEO-RECORDED DEPOSITION OF

Willie Green

Wednesday, June 28, 2023
1:22 p.m. - 5:04 p.m.

LOCATION:

LEXITAS
220 West Garden Street, Suite 603
Pensacola, Florida 32502

Stenographically Reported By:
Dana L. Jeffries, RPR

JOB NO. 317055

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1 APPEARANCES:

2

3 ON BEHALF OF THE PLAINTIFFS:

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10

11 ON BEHALF OF THE DEFENDANTS:

12

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15 Pensacola, FL 32502

16 850-433-8529

17 BY: CHRISTOPHER R. JOHNSON, ESQUIRE

18 crjohnsonlaw@yahoo.com

19

20 ALSO PRESENT:

21

22 Felicia Watts-Kidd, Board Member

23 Mr. And Mrs. Kenneth Watts

24 Richard McNulty, Videographer

25

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15 EXHIBIT DESCRIPTION

16 None

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1 CERTIFIED QUESTIONS

2 Deposition of Willie Green

3 Volume 2

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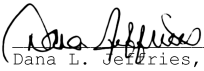
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Dana L. Jeffries, RPR
Registered Professional Reporter

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1 (The Video-Recorded Deposition of Willie Green

2 continued from Volume 1 at 1:22 p.m.)

3 THE VIDEOGRAPHER: The time is 1:22. We're

4 now back on the record.

5 MR. JOHNSON: Thank you.

6 CONT. DIRECT EXAMINATION

7 BY MR. JOHNSON:

8 Q Mr. Green, could you -- do you still have

9 Exhibit B in front of you?

10 A I do have it here on the table.

11 Q Okay. All right. I think I recall, before

12 we broke for lunch, that I was going to have you

13 identify paragraph 4 on page 3. And I don't want to

14 beat a dead horse, so is it accurate that you're going

15 to refuse to answer any questions about this document?

16 A That's correct.

17 Q Okay. All right. Are you aware that

18 paragraph 4 on the document provided to my clients

19 that's labeled Joint Order of the Presiding Bishop and

20 General Assembly states that the property located at

21 2313 G Street will be retitled to include the Church

22 of God in Christ, Inc., constitutionally mandated

23 trust clause. This facility has an estimated value of

24 50- to \$100,000, and is currently free and clear of

25 all liens and/or encumbrances. It is recommended that

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1 **Bishop Green recoup all of his legal fees and any**
2 **other expenses he may have incurred in the arising of**
3 **this action through the sale, disposition or occupancy**
4 **of this property by newly placed church and/or**
5 **ministry under the supervision of Bishop Green.**
6 **Are you aware that paragraph 4 of the**
7 **document labeled a Joint Order, and dated April 6,**
8 **2022, indicated that?**
9 A Will not answer.
10 Q Okay. Are you aware that page 8 of the
11 document states the Church of God in Christ, Inc.,
12 shall bear no expense in this case, since the legal
13 action was initiated without authorization to either
14 party from Church of God in Christ, Inc.? Are you
15 aware that the order says that?
16 MR. GANT: Again, I object to the -- this
17 document being presented into evidence -- this
18 deposition, on the fact that Mr. Johnson knows
19 that this issue has been brought before the judge
20 in this case, the judge rejected the allegation
21 proposed by the defendants, and to try to have
22 Mr. Green overcome the judge's ruling, we think
23 it's an improper line of questioning,
24 irrelevant -- used to inflame the deposition,
25 used to bring about widespread controversy and

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1 conversation on the internet.
2 And now, for those reasons, my client will
3 not answer that question. And I'm opposing the
4 document within itself being used in this
5 deposition, knowing that the church's position --
6 was that this mediation process, which is
7 confidential, was not completed by the
8 defendants. The defendants did not follow
9 through with their part of the negotiations, and
10 that's why this document called Joint Order of
11 the Presiding Bishop and General Assembly
12 is void -- is void, period. This document is
13 void, period.
14 Therefore, to enter this document into this
15 deposition is improper based on my comments I
16 just made. I object to it.
17 MR. JOHNSON: For the record, I'm not
18 putting the document into evidence or admitting
19 it. It's simply a document used in the discovery
20 deposition.
21 Furthermore, we have a disagreement with
22 Mr. Gant relative to what the Court's order was
23 in her denial of our motion to dismiss. It's our
24 position that the Court made no commentary
25 whatsoever relative to this document, nor any

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1 other evidence that was either admitted or
2 referenced during the -- during the arguments and
3 briefs relative to that motion to dismiss.
4 So based upon that, I'm going to at least
5 make a record of what my questions are. I
6 certainly respect the fact that it's within your
7 right to tell your client not to answer. And I'm
8 not being argumentative on that fact. I'm simply
9 trying to make a record. And if you feel that
10 your client has a right not to answer the
11 question, then you should tell him not to answer
12 the question.
13 BY MR. JOHNSON:
14 Q So relative to -- to this document -- and
15 you took a look at it earlier, is it your -- is it
16 your contention that Bishop Sheard didn't sign it?
17 A Will not answer.
18 Q Okay. Mr. Green, we've already
19 established, and it's pretty obvious because the
20 document's in my hand, that my clients were sent the
21 document, and the document speaks for itself in the
22 sense that there appears to be a signature of Bishop
23 Sheard at the bottom of the document. In your
24 estimation, should Pastor Watts and the board of
25 trustees of his church have assumed that this was

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1 **actually an order from Bishop Sheard?**
2 A Mr. Johnson, you can ask a 100 questions on
3 that document. My answer is the same. I will not
4 answer.
5 Q Okay. Mr. Green, do you have any reason to
6 believe that Bishop Sheard did not sign this document?
7 A Same answer.
8 Q What was that answer?
9 A Will not answer. Same answer.
10 Q Okay. When you testified earlier that the
11 property on Marshall Lane was held in trust for the
12 use and benefit of the members of the local church,
13 what did you mean by that?
14 A My reference was to the trust clause that's
15 found in the official manual of the Church of God in
16 Christ, that the property is held in trust for the
17 members for the Church of God in Christ whose
18 headquarters sit in Memphis, Tennessee. It's a
19 reference to the trust clause required in all COGIC
20 local church properties.
21 Q All right. So in that regard, while the
22 trust clause indicates whatever it does, in your
23 estimation, who owns the property on Marshall Lane?
24 A The property is held in trust, as I've
25 indicated -- and I'll tell you this as many times as

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1 you want to ask. It's held in trust for the members
2 of the Church of God in Christ, whose headquarters are
3 located in Memphis, Tennessee.

4 Q And who holds it in trust?

5 A Same answer.

6 Q Well, it's a different question. You said
7 the property is held in trust. Well, who is the
8 holder -- who holds that property in trust?

9 A Same answer.

10 Q Same answer as what?

11 A As what I just gave. It's held in trust --

12 Q By whom?

13 A -- its own trust clause as found in the
14 constitution of the Church of God in Christ. And if
15 you want me to read it, open it and I'll read it for
16 you. But that's my answer.

17 Q Okay. Do you think that's the same as
18 owning it?

19 A I've already answered your question.

20 Q It's just a question. Do you think that's
21 the same as owning the property?

22 A Asked and answered.

23 Q Do you have any knowledge of whether the
24 General Assembly ever contributed any money or funds
25 toward the purchase of Marshall Lane?

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1 A Mr. Johnson, I think you asked that
2 question before we took a lunch break, and if you want
3 to continue to ask questions that you've already
4 answered -- that you've already asked and I've
5 answered, my answer is going to be the same. Asked
6 and answered.

7 Q My perception is that you're incorrect,
8 that I asked that question relative to yourself and
9 relative to Northwest Florida Jurisdiction. I could
10 be wrong, but I don't think I am.

11 A I think you're wrong.

12 Q Okay. So I'm going to ask again, I'm going
13 to ask you to answer this question.

14 A Asked and answered.

15 Q I'm going to ask the question. You can
16 respond how you feel is appropriate, given your
17 position.

18 Are you aware of whether the General
19 Assembly ever contributed any money or funds toward
20 the purchase of Marshall Lane?

21 A Asked and answered.

22 Q What question did you answer? What's the
23 answer?

24 A The one that you just asked.

25 Q Has the General Assembly ever contributed

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1 any money toward either the purchase or maintenance of
2 Marshall Lane?

3 MR. GANT: For the record, I object to the
4 question. Asked and answered.

5 MR. JOHNSON: For the record, I don't think
6 I've ever received an answer. So like all of the
7 rest, we'll certify the question. But that
8 doesn't mean I'm not going to ask, Mr. Gant. I
9 have a ready -- I have a right to make a record.
10 Do you disagree?

11 MR. GANT: It's your deposition.

12 MR. JOHNSON: Yes. So I have a right to
13 make a record, don't I?

14 MR. GANT: Sure.

15 MR. JOHNSON: Okay. Good. As long as
16 that's -- as long as that's --

17 MR. GANT: It may be an improper --
18 improper manner, but you have a right to do that.

19 BY MR. JOHNSON:

20 Q Does the Presiding Bishop own the
21 property --

22 A Asked and answered.

23 Q Does the Presiding Bishop own the property
24 on Marshall Lane?

25 A Asked and answered.

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1 Q I'm going to certify all of these
2 questions. I'm going to ask them. If -- if you want
3 to be here all night --

4 A Let me help you out.

5 Q -- then I'm going to ask the questions.

6 A I'm not going to be here all night. At
7 5 o'clock, I'm leaving, whether you're finished or
8 not. I'm not going to be here all night. There are
9 other things -- I agreed to this deposition --

10 Q Well, you didn't have a choice, Mr. Green.

11 A There are time constraints -- I had a
12 choice. I didn't have to come.

13 Q Is that right? You're a party to the case.

14 A I still didn't have to come. I'm a person
15 that still has the freedom to choose. I didn't have
16 to be here. You could have taken whatever actions or
17 made any motions you wanted to make, but I didn't have
18 to be here.

19 Q Okay.

20 A But I'm here, and I will be here to answer
21 your questions. And if you continue to ask the same
22 questions over and over and over again, and you run
23 out of time, at 5 o'clock, I'm leaving.

24 Q All right. And are you under the
25 impression that you can leave at 5 o'clock and not be

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1 **deposed any further?**
2 A You can do whatever you want to do, but at
3 5 o'clock, I am leaving, because I've agreed to be
4 here, it was set for a day --
5 **Q Okay.**
6 A -- and I showed up at 9 o'clock, right on
7 time. You-all have taken any number of breaks, and
8 you've got into all of these different discussions.
9 You can prolong this time as long as you want to, but
10 at the end of this day, for me, that's 5 o'clock, I
11 have other things that I have to do in the evening.
12 And at 5 o'clock, I'm leaving.
13 **Q Okay.**
14 A And if you have to redo it, or however you
15 have to do it for another day, do what you have to do.
16 But at 5 o'clock today, I'm leaving.
17 **Q Okay. Well, thank you for blessing us with**
18 **your presence today. I know you're a very busy man.**
19 A Now you're being facetious --
20 **Q Yeah.**
21 A -- and I don't appreciate you being
22 facetious as an attorney. I've tried to be
23 professional. I've answered your questions. Now you
24 want to be facetious and obnoxious. And you can be
25 that way, it's your deposition. And at the same time

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1 you like to espouse these Christian principles, and
2 you're trying to be obnoxious and you're trying to
3 talk down to me.
4 **Q No, I'm not talking down to you at all.**
5 A You can play to these cameras and to that
6 media out there that you want to send this to. I'm
7 here to answer your questions to the best of my
8 ability. I'm asking you to ask your questions so that
9 I can answer them.
10 **Q Sure.**
11 A Because at 5 o'clock, I'm going to leave.
12 **Q Well, thank you for threatening us.**
13 A I'm not --
14 MR. GANT: I object to that comment.
15 BY MR. JOHNSON:
16 **Q Could the Presiding Bishop sell Marshall**
17 **Lane?**
18 A Asked and answered.
19 **Q Could the Presiding Bishop lease Marshall**
20 **Lane?**
21 A Asked and answered.
22 **Q Okay. Has the Presiding Bishop ever**
23 **purchased the property?**
24 A Asked and answered.
25 **Q Are you aware of any documents reflecting**

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1 **the purchase of Marshall Lane?**
2 A Don't know of any documents, other than
3 what have been presented in this case.
4 **Q Has the Presiding Bishop ever contributed**
5 **any money or funds toward the purchase --**
6 A Asked and answered.
7 **Q I'm going to ask you respectfully to let me**
8 **finish my question, because then we'll get a precise**
9 **record. Okay?**
10 A Go ahead.
11 **Q Okay. Has the Presiding Bishop ever**
12 **contributed any money or funds toward the purchase of**
13 **Marshall Lane?**
14 A Asked and answered.
15 **Q Has the Presiding Bishop ever contributed**
16 **any funds toward either the maintenance of the**
17 **property or the insurance or the taxes?**
18 A Asked and answered.
19 And for your benefit, I do want to say
20 that, again, you can continue to ask these questions,
21 but in terms of what the Presiding Bishop, the General
22 Board or any other person has or has not done, I can't
23 answer those questions. You have to ask those
24 individuals. And so my answer is the same. Asked and
25 answered.

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1 **Q What is the General Board?**
2 A Asked and answered.
3 **Q You told me what the General Assembly was,**
4 **but I don't think you've explained to me what the**
5 **General Board is. Is it the same thing?**
6 A Asked and answered.
7 **Q Sir, is the General Assembly and the**
8 **General Board the same thing? That's all I'm asking.**
9 A Asked and answered.
10 **Q Are you refusing to answer that question?**
11 A I've answered your question.
12 **Q No, you haven't.**
13 A Asked and answered.
14 **Q All right. Does the General Board own**
15 **Marshall Lane?**
16 A Asked and answered.
17 **Q Could the General Board sell or lease**
18 **Marshall Lane?**
19 A Asked and answered.
20 **Q Are you aware of any documents reflecting**
21 **the General Board's purchase of Marshall Lane?**
22 A Asked and answered.
23 **Q Has the General Board ever contributed any**
24 **money or funds toward the purchase of Marshall Lane?**
25 A Asked and answered.

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1 Q Has the General Board contributed any money
2 or funds toward the maintenance of the property or the
3 insurance or taxes relative to the property?
4 A Asked and answered.
5 Q I'm going to use the word "COGIC" in
6 reference to the Church of God in Christ,
7 Incorporated, with its headquarters based in Memphis,
8 Tennessee. Does COGIC own the church on Marshall
9 Lane?
10 A Asked and answered.
11 Q Could COGIC sell that church?
12 A Asked and answered.
13 Q Could COGIC lease that church?
14 A Asked and answered.
15 Q Has COGIC ever contributed any money or
16 funds toward the purchase, maintenance or upkeep of
17 that property?
18 A Asked and answered.
19 Q Has COGIC ever insured the property?
20 A Asked and answered.
21 Q Has COGIC ever paid tax on the property?
22 A Asked and answered.
23 Q Mr. Green, do you own the church on
24 2313 G Street?
25 A No.

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1 Q If you wanted, could you sell the G Street
2 property?
3 A With the approval of the trustee board of
4 the jurisdiction -- and/or the Church of God in
5 Christ.
6 Q Okay. Could you lease that property?
7 A Again, when you talk about me, I assume
8 you're talking about me in my corporate position as a
9 Jurisdictional Bishop?
10 Q No. I'm talking about --
11 A If not, then the answer to the previous
12 question is no, the answer to this question is no.
13 Personally, I do not have the authority to
14 personally -- other than in my capacity as a
15 Jurisdictional Bishop, to do any of those things.
16 Q Have you personally or in your capacity as
17 bishop of the Northwest Florida Jurisdiction ever
18 given any money to Pastor Watts or the church to
19 assist with financial expenses associated with G
20 Street?
21 A Asked and answered. Asked -- you asked it
22 before the lunch break, and I answered it, and I'm --
23 I'm going to give you the same answer, asked and
24 answered.
25 Q Have you in your personal capacity or in

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1 your position as bishop of Northwest Florida
2 Jurisdiction ever provided any financial assistance to
3 Pastor Watts or the church relative to maintenance,
4 repairs, insurance, or taxes on the property?
5 MR. GANT: Object --
6 A Asked and answered.
7 MR. GANT: Object to the question, asked
8 and answered previously several times.
9 BY MR. JOHNSON:
10 Q Did you try and -- let me back up a second.
11 Do you know Jason Potts?
12 A I do.
13 Q Who is Jason Potts?
14 A Jason Potts is an elder in the Church of
15 God in Christ.
16 Q Which church does he belong to?
17 A You have to ask Jason Potts. I do not
18 know.
19 Q I'm asking you.
20 A Don't know -- I do not know.
21 Q All right. To your knowledge, to this day,
22 is he an elder of a local church?
23 A To my knowledge he's an elder in the Church
24 of God in Christ. Elder are elders in the Church of
25 God in Christ whether they are in a local church or

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1 jurisdiction or bishop.
2 Q Is he an elder in the church that's under
3 your jurisdiction?
4 A He's not in a church under my jurisdiction
5 at this time.
6 Q How do you know that?
7 A Because I received a request from him quite
8 some time ago, through the ARC system, to transfer his
9 membership.
10 Q That -- I think you indicated earlier that
11 that request would have indicated the jurisdiction to
12 which he was requesting transfer to; is that correct?
13 A I don't remember answering that question
14 for you at all. You're talking about an individual's
15 membership in a local church. That doesn't have to go
16 through a transfer process that we talked about as it
17 relates to a transfer of a local church. You're
18 talking about an individual.
19 Q Okay. So if an individual wishes to become
20 a member of a different local church than the one that
21 they were presently in, do they need to ask your
22 permission as Presiding Bishop or -- not Presiding
23 Bishop, but bishop of Northwest Florida Jurisdiction?
24 A No.
25 Q Then why -- do you know why Jason Potts

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1 would have asked your permission to do so?
2 A I didn't tell you that he did.
3 Q You used the word "request," you said he
4 made a request, that you had received a request?
5 A But he didn't make the request of me.
6 Q Who did he make the request of?
7 A He made a request through the COGIC ARC
8 system.
9 Q Okay. And you just received a copy of it?
10 A Absolutely -- yes.
11 Q Understood now. Okay. All right. Do you
12 have any idea if Jason Potts is a member of the church
13 in Northwest Florida Jurisdiction?
14 A He's not a member of a church in Northwest
15 Florida Jurisdiction. I answered that question
16 already, but tell you again, the answer is no.
17 Q Okay. Did Jason Potts ever advise you in
18 any capacity, verbally, in writing or otherwise, why
19 he wanted to transfer his membership to another
20 church?
21 A No.
22 Q Okay. Did you try and sell the G Street
23 property to Jason Potts?
24 A I want to answer this question once and for
25 all in terms of what I done in terms of trying to sell

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1 property. I have never tried to sell any property on
2 G Street, 51 Marshall Lane, 1100 Yonge Street, the
3 property that's the subject of this complaint, to any
4 one, Jason Potts or anyone else, so if you ask
5 additional questions in that line, I want to tell you
6 it's been asked and answered.
7 Q Well, you just -- my question was did you
8 try and sell the property?
9 A Asked and answered.
10 Q Did you offer to sell the G Street property
11 to Jason Potts?
12 A Asked and answered.
13 MR. GANT: Let me at this point indicate as
14 counsel for the witness, I concur with his
15 comment response. It's been asked and answered
16 and my objection along the lines -- standing
17 objection on those type of questions to my
18 witness and my client.
19 MR. JOHNSON: I'm not sure I understand
20 your objection. You have a standing objection to
21 everything I'm going to ask him? (Crosstalk)
22 hold on. Can I finish my sentence?
23 MR. GANT: Go ahead.
24 MR. JOHNSON: Are you placing an ongoing
25 objection to everything I ask from this point

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1 forward?
2 MR. GANT: Categorically if your question
3 is on the same line, the same nature, same
4 intent, the same wording, just take one church
5 for another property for another property, the
6 property -- property is the issue in this
7 proceeding, in this case --
8 MR. JOHNSON: Yes.
9 MR. GANT: -- if it's of that nature, if
10 you want me to save time I will, but I'll do each
11 one every time, I will do that.
12 My main point -- my client has actually
13 answered. It's my job to object, which the
14 record reflects I'm also objecting to those type
15 of questions, too. That's the main point for the
16 record. Okay?
17 MR. JOHNSON: All right.
18 BY MR. JOHNSON:
19 Q Who is currently using the G Street
20 property?
21 A I use the property. I also have a
22 congregation and they're using the property for Bible
23 studies, Sunday services and whatever else is related
24 to church services.
25 Q Are you, COGIC or Northwest Florida

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1 Jurisdiction charging them an amount of fees?
2 A Absolutely. We charge them a fee for
3 maintenance each month, upkeep each month.
4 Q How much?
5 A I can't tell you. I have to look at it
6 specifically because I don't collect it.
7 Q Who collects it?
8 A I can't tell you other than maybe the
9 person that I got in charge, the superintendent in
10 charge of that church.
11 Q Who is that?
12 A Paul Reed.
13 Q Who provides the maintenance and upkeep?
14 A I do not know.
15 Q Who would know?
16 A The people who are over there and of the --
17 elder Paul Reed.
18 Q Is -- is -- well, who's the pastor of that
19 congregation?
20 A I'm the pastor of the congregation there.
21 Again, we allow others to worship in there and carry
22 forth services, but I'm the pastor of G Street.
23 Q Okay. Do you preside over services there?
24 A I have supervisory capacity over all
25 services there. Whoever I send is there in my name

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1 and under my authority, just like I do at the
2 Westside. Watts is only there under my authority.
3 I'm the pastor of the church.
4 **Q Okay. Pastor Watts is there under your**
5 **authority because he's a pastor within COGIC?**
6 A That's not true. He's not a pastor in
7 COGIC.
8 **Q How could he be under your authority?**
9 A Because of the lawsuit that keep down
10 confusion and keep us from having to fuss and fight
11 about who's having services. I allow him, as I've
12 said to him in writing, to conduct those services with
13 the understanding that I'm the pastor of church. I
14 could go there tomorrow and conduct church services.
15 I can show up on Sunday and conduct those church
16 services. I have the authority because I'm the pastor
17 of the church. But because we're in a contentious
18 lawsuit -- you can shake your head as much as you want
19 to. Because we're in a contentious lawsuit and for
20 peace sake and to avoid activity, we had some activity
21 in the past, until the lawsuit is settled, he's
22 allowed under my authority to carry out services over
23 there without any interruptions until this lawsuit is
24 resolved.
25 **Q Okay. Other than your representations, are**

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1 **you aware of any other documentations that set forth**
2 **what you're representing about him being there only**
3 **under your authority?**
4 A It's not just my representation. If you go
5 to the official records for the Church of God in
6 Christ in the ARC system, you will discover that I am
7 the poster of that church. So it's not just my
8 representation. It is the rule and it is a fact in
9 the Church of God in Christ, and he can't -- I can
10 show you that. He can't show you anything to the
11 contrary.
12 **Q Okay. In your estimation, does the trustee**
13 **board of the local church have the authority to convey**
14 **whether they sell it or give it away, property to an**
15 **individual so that individual can pay their bill?**
16 MR. GANT: Object, asked and answered.
17 MR. JOHNSON: Mr. Gant, can you tell us for
18 the record when I asked that question previously?
19 MR. GANT: It's in the record. We did it
20 before, to -- to the local church, Westside local
21 church, for the trustees to have authority to
22 convey, lease the property. He's told you no.
23 MR. JOHNSON: It's the first time I asked
24 the question.
25 MR. GANT: I could be wrong. I heard it

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1 several times before lunch. I have. I recall
2 that.
3 MR. JOHNSON: The record reflect those were
4 other entities. Okay. I never asked a question
5 about the trustee board.
6 MR. GANT: I'm not going to banter back and
7 forth. The record, if I recall, will reflect
8 that.
9 MR. JOHNSON: Sir, are you instructing him
10 not to answer?
11 MR. GANT: I object. Asked and answered.
12 It's my objection.
13 MR. JOHNSON: I would like an answer.
14 A Asked and answered.
15 MR. JOHNSON: All right.
16 MR. GANT: For the record, that means I
17 already answered -- we already answered the
18 question, Mr. Johnson, several times before, and
19 my comment, if you want to ask the same question
20 over and over again, I think it's abusive and
21 antagonistic.
22 MR. JOHNSON: Would you agree with me since
23 we're making a record here that if the record
24 ends up reflecting that I'm not asking
25 duplicative questions that I will have a right to

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1 come back and ask him questions as long as
2 they're not duplicative of what I've previously
3 asked? Can we at least agree on that?
4 MR. GANT: If that's the legal procedure
5 for deposition, if that's the proper way to
6 resolve that issue, then of course.
7 MR. JOHNSON: Okay.
8 BY MR. JOHNSON:
9 **Q Are you aware that General Counsel Saffold**
10 **sent a letter to myself and Mr. Gant rescinding the**
11 **original request that the trustee board convey that**
12 **property to Northwest Florida Jurisdiction?**
13 A I'm not sure if I understand your question.
14 Can you ask that question again?
15 **Q Earlier in this deposition I read to you a**
16 **paragraph from a joint order, and I understand the**
17 **objections relative to it, but I read to you a**
18 **paragraph in which it was represented to Pastor Watts**
19 **and his trustee board that they were being requested**
20 **to transfer or convey the G Street property to either**
21 **yourself as a Presiding Bishop or to Northwest Florida**
22 **Jurisdiction, whatever the case may be. Are you aware**
23 **that after that General Counsel Saffold sent a letter**
24 **to myself and your attorney rescinding that request?**
25 A I do not know what General Counsel Saffold

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1 sent to you or to Attorney Gant. He did not send me
2 any such letter.

3 **Q Okay.**

4 MR. GANT: For the record, I object to the
5 line of questioning because, again, I filed a
6 motion in this Court indicating that that
7 document is hearsay. The document at
8 mediation -- produced because initial between the
9 parties, and that's confidential. And,
10 therefore, should not be used in this proceeding
11 at this nature -- at this type of questioning to
12 try to subvert my motion, based on my motion that
13 the -- documents in your hand between Watts and
14 the -- and -- and the national church. It's
15 confidential as you know. Well confidential,
16 period. Therefore, it's confidential, and the
17 church is saying -- that's the church's position,
18 it's confidential.

19 MR. JOHNSON: I understand that's the
20 church' position now. Is that it?

21 MR. GANT: Yes.

22 MR. JOHNSON: Okay. Thank you.

23 BY MR. JOHNSON:

24 **Q I'm going to try to shorten this up, but**
25 **I'm going to make a record. Does -- you already**

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1 answered questions relative to whether you personally
2 either owned or otherwise involved in the property in
3 G Street. My question now is, does Northwest Florida
4 Jurisdiction, Attorney Saffold, the General Assembly,
5 the Presiding Bishop, the General Board or COGIC, do
6 any of those people or entities own the property on G
7 Street?

8 A Asked and answered.

9 **Q Do any of those persons or entities or can**
10 **any of those persons -- persons or entities sell that**
11 **property?**

12 MR. GANT: Object. Asked and answered many
13 times before.

14 BY MR. JOHNSON:

15 **Q Okay. Do any of those individuals or**
16 **entities have the ability to lease that property?**

17 MR. GANT: Object, asked and answered
18 previously.

19 BY MR. JOHNSON:

20 **Q Have any of those individuals or entities**
21 **ever purchased that property?**

22 MR. GANT: Object, asked and answered
23 previously.

24 BY MR. JOHNSON:

25 **Q Any of those individuals or entities ever**

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1 **paid for that property?**

2 MR. GANT: Object, asked and answered
3 previously.

4 BY MR. JOHNSON:

5 **Q Have any of those individuals or entities**
6 **provided the local church with any consideration for**
7 **that property?**

8 MR. GANT: Object to the question. Asked
9 and answered multiple times during this
10 deposition.

11 BY MR. JOHNSON:

12 **Q Are you aware of any documentation**
13 **whatsoever reflecting that either COGIC or General**
14 **Board, the Presiding Bishop, the General Assembly,**
15 **Attorney Saffold or Northwest Florida jurisdiction**
16 **either owned or purchased the G Street property?**

17 MR. GANT: Object. Asked and answered
18 previously multiple times.

19 BY MR. JOHNSON:

20 **Q Has COGIC the General Board, the Presiding**
21 **Bishop, the General Assembly, Attorney Saffold,**
22 **Northwest Florida Jurisdiction, to your knowledge,**
23 **ever contributed any money or funds toward the**
24 **purchase, maintenance or upkeep of the G Street**
25 **property?**

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1 MR. GANT: Object to the question, been
2 asked and answered several times before.

3 BY MR. JOHNSON:

4 **Q Has COGIC, the General Assembly, Presiding**
5 **Bishop, the General Assembly, Attorney Saffold or**
6 **Northwest Florida Jurisdiction, to your knowledge,**
7 **ever paid any property taxes or paid for any insurance**
8 **on that property?**

9 MR. GANT: Object, asked and answered
10 previously multiple times by counsel.

11 BY MR. JOHNSON:

12 **Q Do you personally or in your capacity as**
13 **the bishop of Northwest Florida Jurisdiction or the**
14 **Northwest Florida Jurisdiction itself, Attorney**
15 **Saffold, the General Assembly, the Presiding Bishop,**
16 **the general counsel or COGIC own the property known as**
17 **1100 West Yonge Street?**

18 MR. GANT: Object to the question. It's
19 been asked and answered several times previously.

20 MR. JOHNSON: Do you understand I've never
21 asked a question about Yonge Street?

22 MR. GANT: Regarding Yonge Street.

23 MR. JOHNSON: Am I mispronouncing it?

24 MR. GANT: Yonge Street, not Young Street.

25 MR. JOHNSON: I don't know.

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1 MR. GANT: Is that your question?
2 MR. JOHNSON: Yes. I'm pretty sure I've
3 never asked a single question about Yonge Street.
4 MR. GANT: Let me retract myself. What is
5 the question again?
6 BY MR. JOHNSON:
7 Q Okay. Do you individually or in your
8 capacity as the Northwest Florida Jurisdiction or the
9 Northwest Florida Jurisdiction in and of itself or
10 Attorney Saffold or the General Assembly or the
11 Presiding Bishop or the General Board or COGIC itself
12 own the property referred as 1100 West Yonge Street?
13 A Again, I cannot tell you what Saffold,
14 General Assembly, Presiding Bishop or anyone else has
15 an interest in or owned any property, whether it's on
16 G Street, Yonge Street, Marshall Lane or 2313 Bacon
17 Street. I do not have that knowledge.
18 Personally, I've contributed funds from my
19 own pocket, as well as from the jurisdiction, to the
20 ministries, Westside Church of God in Christ that
21 owned all three of those pieces of property. G
22 Street, Marshall Lane, 1100 Yonge Street at various
23 times. That's my answer, and I've given you that
24 answer as it relates to those properties. Whether
25 it's G Street, Yonge Street, it was the ministry

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1 property, the ministry Westside Church of God in
2 Christ. I've been to the church. I've contributed to
3 the church personally out of my pocket. The
4 jurisdiction has made through contributions to the
5 ministry that own those properties.
6 What he used it for, what they used it for,
7 whether it was to pay the light bill or the buying
8 whatever they wanted to buy was totally their
9 prerogative, but I can't speak for any of those other
10 entities other than myself personally and for Florida
11 Northwest jurisdiction as the bishop.
12 (The document was marked for identification
13 as Defendants' Exhibit C.)
14 BY MR. JOHNSON:
15 Q I want to hand you what we've labeled as
16 Exhibit C. Please take a look at that and tell me if
17 you recognize it.
18 A I recognize what this is.
19 Q And what is it?
20 A It's a Corrective Warranty Deed in
21 reference to Westside Ministry.
22 Q And do you know what the date on this
23 document is?
24 A I do not know, but if you want me to find
25 it and tell you what it is, I can do that.

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1 Q Yes. Tell us if you can find it near the
2 top left-hand corner, tell us what date it was
3 recorded?
4 A Top left-hand corner, says 8-3-2022, 1:33
5 p.m.
6 Q Okay. And who is the grantor and who are
7 the grantees of this property?
8 A Can't tell you other than what's written in
9 the document. And if you want to know what is in the
10 document, I can read to you what is written in the
11 document.
12 Q Yes, please.
13 A With my knowledge and understanding -- I
14 can only tell you what is written in the document.
15 Q Yes, please.
16 A Tell me what you want me to read and I'll
17 read it.
18 Q Who is the grantor?
19 A The grantor, it says -- let me find it on
20 here because, again, it's not my document. It says
21 Westside Ministries, Inc., a for -- not-for-profit
22 corporation, et cetera, et cetera. Grantors. Okay.
23 Q All right. And who is the grantee?
24 A The grantee. I would have to read it. It
25 says Church of God in Christ, it says Westside

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1 Ministry, Inc., Church of God in Christ, not -- it
2 looks to me like the grantor and the grantee are one
3 in the same corporation except for one has Westside
4 Ministry, Inc., Church of God in Christ and the other
5 one says Westside Ministry, Inc.
6 And I believe the last time I checked the
7 corporate filings with the State of Florida, this was
8 listed now as one corporation, as I remember. It
9 sounds like both the grantor and the grantee are one
10 in the same corporation.
11 Q I realize that -- would you agree with me
12 that there's a kind of a lengthy property description
13 on the document?
14 A I mean, it's an opinionated word, excuse
15 me, it's a long paragraph.
16 Q Right. Okay. If I represent to you that
17 this is the property description of the property on 51
18 Marshall Lane, could you accept that just for purposes
19 of my questions? Just for purposes of my questions.
20 A I have a hard time accepting anything that
21 you say at face value.
22 Q Okay. All right. Well, I'll represent to
23 you that this Corrective Warranty Deed is relative to
24 the property at 51 Marshall Lane. And can you please
25 look on the second page, the last full paragraph above

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1 the signatures, and because I anticipate you'll object
2 to this, and be told not to do it, I'm going to read
3 for you the content of that paragraph.
4 A You can -- I can read it for myself, but if
5 you want to read it, that's fine.
6 Q Okay.
7 A I can read. I learned to read in the first
8 grade.
9 Q I wasn't implying that you didn't know how
10 to read. I was anticipating that you and your
11 attorney were going to refuse to read, so can you
12 please read that paragraph, the last full paragraph
13 before the signatures, the one that begins with the
14 words "the said property"?
15 MR. GANT: I object to the document, I
16 believe as presented to the witness. Again,
17 really my prime objection to the document was
18 drafted. The guides, the direction of the
19 mediation had between Watts and the national
20 church that day, it's confidential, if you will
21 -- confidential. Confidential and -- drafted and
22 resulted in negotiations. We also know the
23 negotiation was void, it was not completed --
24 also. To -- to -- it speaks for itself,
25 secondly.

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1 And, firstly, this document was drafted as
2 part of negotiation and mediation between the
3 parties and, therefore, it wasn't completed and
4 the -- it speaks for itself in terms of their
5 record of Escambia County.
6 Beyond that anymore, the county confirmed
7 this document --
8 THE STENOGRAPHER: County con --
9 MR. GANT: The county confirmed. The
10 county confirmed this document in this deposition
11 through my client. For what purpose, I don't
12 know. We're not going to do that today. It
13 speaks for itself.
14 MR. JOHNSON: Are you instructing him not
15 to answer my question?
16 MR. GANT: Yes, I am. Yes, I am. Why --
17 because for the record, you take this deposition
18 and you're going to botch it around the internet
19 or whatever they do these days and make it a
20 travesty and -- what you used.
21 MR. JOHNSON: Circus.
22 MR. GANT: Circus. I'm not allowing my
23 client to be part of a circus, okay. Tell the
24 judge that.
25 MR. JOHNSON: So it's your position that --

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1 that -- that having questions about the already
2 recorded public record deed relative to one of
3 the three properties that are part of this
4 lawsuit are confidential and that I'm not allowed
5 to ask questions about it. That's your legal
6 position here today?
7 MR. GANT: I'm saying this document was
8 drafted as part of the negotiation in the
9 mediation process between your clients and my
10 client COGIC. It's confidential.
11 Secondly, in negotiations, mediations, the
12 result of it, it was not consummated if you will.
13 And, thirdly, it's my this is used to
14 harass my client, put them in a bad light, put
15 him in disfavor, to be ostracized in the -- in
16 the public forum, if you will.
17 And for those reasons, I object to my
18 client to answer to questions of a party to
19 confirming what this document says because the
20 purpose of your question is to use his comments
21 as a way to broadcast whatever your client is
22 trying to do, to put my client in a bad light.
23 MR. JOHNSON: Why would your client be put
24 in a bad light simply by confirming that the deed
25 contains the mandated trust clause verbatim taken

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1 from the official manual of COGIC? How could
2 that possibly paint him in a bad light?
3 MR. GANT: If you want to talk an objection
4 let me tell you why, because this document -- his
5 testimony and this proceedings has been used to
6 be broadcast around the social media, says that
7 my client, the defendants here, complied with the
8 request of -- complied with what COGIC wanted,
9 and that COGIC still renege on them. That's
10 what it's been used for, and that's not true.
11 And COGIC renege become part of the
12 social media landscape, and that's inaccurate.
13 That's not true.
14 MR. JOHNSON: What part about that is not
15 true?
16 MR. GANT: The whole -- whole -- whole
17 issue of why we're here now because, put it
18 broadly speaking, your client had complied with,
19 I guess, what I thought the terms were needing to
20 process, which they did not comply with the
21 terms.
22 MR. JOHNSON: How? Give me some specifics.
23 MR. GANT: I'm not doing that.
24 MR. JOHNSON: You just want to make the
25 allegation, but you don't want to give specifics.

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1 MR. GANT: We know that. That's the case.
2 MR. JOHNSON: No, we don't know. That's
3 why I'm asking.
4 MR. GANT: Yes, you do. We had a hearing a
5 few months ago. Our position was your clients
6 were not complying with the terms of the
7 agreement. It was said in open court.
8 MR. JOHNSON: You can say whatever you want
9 in open court, Mr. Gant.
10 MR. GANT: That's a fact.
11 MR. JOHNSON: I believe it -- I trust you
12 that you said it in open court. That doesn't
13 mean the Court made a ruling on it. Those are
14 two different things.
15 MR. GANT: Secondly, my objection to these
16 documents being hearsay, the mediation part --
17 the mediation agreement. We're in agreement --
18 they're confidential.
19 Also, it's terms -- in negotiations between
20 the parties prior to trial. For those reasons
21 also I'm saying that this document was improperly
22 being used to question my client. Again, to run
23 the narrative that my client COGIC -- with your
24 clients and I'm not going to have that to be --
25 my client Bishop Green to confirm that, your

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1 allegation -- allegation, which is inaccurate in
2 these proceedings. I'm not going to do it.
3 MR. JOHNSON: Which allegation is not
4 accurate?
5 MR. GANT: That my client COGIC reneged on
6 the negotiations between the parties, which is
7 not true. Your client --
8 MR. JOHNSON: How is that not true?
9 MR. GANT: Exactly my point. We're not
10 even going there. We're not going to start the
11 questioning in this deposition through my client.
12 Do it through your client, not through my
13 client. Okay? Do it through your client.
14 MR. JOHNSON: You're making the allegation.
15 You're the one that raised it.
16 MR. GANT: I'm giving you my sense of what
17 you were attempting to do in this deposition
18 through my client. It's my allegation --
19 exactly. That's true. That's what you're trying
20 to do. You're exactly right.
21 If I'm wrong, I'm wrong. That's what I
22 believe right now from past things that occurred
23 between -- between your clients and their agents
24 out there in the social media world telling
25 things that aren't true, disrupting the facts of

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1 the case, and that's just ostracizing COGIC, my
2 client, as leverage in this case, and I'm not
3 going to be part of that through my client on --
4 at this time.
5 MR. JOHNSON: Okay.
6 MR. GANT: That's my speaking objection in
7 detail and summary why -- deposition in this
8 matter.
9 MR. JOHNSON: Fair enough. Fair enough.
10 So I'm going to ask my questions, and then as
11 we've done before, you're always welcome to lodge
12 your objections. And if it's your decision to
13 tell your client not to answer, that's certainly
14 your prerogative. And I'm not arguing that you
15 cannot do that.
16 So my question is -- and I think you
17 objected before. I read it.
18 BY MR. JOHNSON:
19 **Q Mr. Green, you stated to me earlier, of**
20 **course, facetiously I might add, that you knew how to**
21 **read. And have you read the paragraph that we**
22 **referenced as the trust clause?**
23 A Did not. Y'all got to talking so I thought
24 what you were talking about was more interesting than
25 what you wrote in the paragraph. I have not read it,

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1 and at this time I'm not going to read it.
2 **Q My question is -- isn't it true that this**
3 **document that we've labeled as Exhibit C contains the**
4 **exact word for word trust clause as set forth in**
5 **either the official manual for the amendments that you**
6 **referenced earlier?**
7 MR. GANT: Object to the line of
8 questioning I guess based on my last comments,
9 plural, and, therefore, direct my client not to
10 answer the question.
11 BY MR. JOHNSON:
12 **Q All right. Bishop Green, are you aware**
13 **that this corrective warranty deed was drafted,**
14 **signed, executed, and filed in the public records of**
15 **Escambia County, Florida at the explicit direction of**
16 **the joint order that was produced after the April 2022**
17 **general assembly?**
18 MR. GANT: Same objection, given previously
19 on the record.
20 MR. JOHNSON: Are you telling him not to
21 answer whether he's aware of that or not?
22 MR. GANT: Same objection on the record,
23 same objection on the record again.
24 MR. JOHNSON: Okay.
25 MR. GANT: For time sake.

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1 MR. JOHNSON: And I'm okay with you just
2 saying that. I'm not suggesting you need to
3 restate everything on the record -- I acknowledge
4 that Mr. Gant has a standing objection to this
5 line of questioning.
6 MR. GANT: Along these lines, yes.
7 MR. JOHNSON: No problem whatsoever. Okay.
8 I'm going to hand you what was premarked as
9 Exhibit D.
10 (The document was marked for identification
11 as Defendants' Exhibit D.)
12 BY MR. JOHNSON:
13 Q And I'm going to ask you if you can just
14 take a moment to take a look at it and let me know if
15 you recognize that document?
16 A I do not. I do not.
17 Q Okay. I represent to you that what I
18 premarked as Exhibit D is a true and correct copy of a
19 Corrective Warranty Deed that has been recorded in the
20 Escambia County Public Records relative to the
21 property that's commonly referred to as 2313 G Street
22 in Pensacola.
23 Are you aware this document was drafted,
24 signed, executed and filed in the public records of
25 Escambia County at the explicit direction of a joint

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1 order from Bishop Sheard that was produced after the
2 April 2022 General Assembly, and at the specific
3 direction of General Counsel Saffold?
4 MR. GANT: Same objection previously made
5 from these lines.
6 BY MR. JOHNSON:
7 Q Are you aware of that?
8 MR. GANT: Client is not going to answer
9 that question.
10 BY MR. JOHNSON:
11 Q For ease of use as we proceed on, since --
12 I think we can all acknowledge that the local church
13 headed by Pastor Watts has gone through a series of
14 names and it gets a little confusing. I would ask you
15 that if I simply refer to them as Westside COGIC, can
16 we agree that you know I'm referring to Pastor Watts'
17 church?
18 A No, I can't, because it's not Pastor Watts'
19 church. I'm the pastor of Westside Church in Christ
20 so we disagree to begin with.
21 Q Okay. All right. How would you like me to
22 refer to the church that -- I understand it's your
23 position that he no longer pastors, but do you agree
24 that at least at some point pertinent to this lawsuit
25 he was the pastor of a local COGIC church here in

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1 **Pensacola?**
2 A As I understood it, yes, as I understand.
3 I can't guarantee you that he ever had any appointment
4 as a pastor in the Church of God in Christ that I'm
5 aware of.
6 I'm taking his word for that because I was
7 not the bishop until November of 2011 when I came into
8 the jurisdiction. Pastor Watts was operating with
9 Westside Church of God in Christ under Bishop Matthew
10 Williams. Whether or not he ever had any COGIC
11 appointment, I can't testify to that, but I can
12 testify to my relationship with him as a leader in
13 Florida Northwest jurisdiction. But if you're trying
14 to get me to say that he was the pastor at some point
15 in time back before my time, I can't tell you.
16 In the Church of God in Christ in order to
17 be a pastor, a legal pastor, you have to be an
18 ordained elder, you have to be installed after being
19 appointed by a Jurisdictional Bishop with those papers
20 and with the appointment of the -- the appointment
21 certificate and an installation service.
22 Now, you can pay a report and I think
23 sometimes -- and I'm just telling you this for your
24 information, sometimes people equate a credential card
25 with an appointment. A credential card simply

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1 indicates that an individual paid a certain amount of
2 money to the Church of God in Christ. It does not
3 guarantee that that person -- in fact, it goes to a
4 separate part of the church. One is taken in by the
5 general secretary's office, and the other is taken in
6 by the financial secretary's office.
7 So you can go to the financial secretary's
8 office and make a payment as a bishop. In fact, today
9 you can go to the financial secretary's office. I
10 like to pay that report as a Jurisdictional Bishop,
11 and you give them your money. That doesn't guarantee
12 you that you're going to be certified as a
13 Jurisdictional Bishop in the Church of God in Christ.
14 You have to go through the procedure. In case of a
15 pastor you have to be an ordained elder and you have
16 to be appointed and installed by a Jurisdictional
17 Bishop with a certificate of appointment dated and
18 signed by the general secretary.
19 So when you asked me that about when you
20 say Pastor Watts' church, I accepted him when I came
21 on board as a Jurisdictional Bishop as a pastor at
22 Westside Church of God in Christ. If you ask me of my
23 own knowledge, I can't answer that question.
24 Q In your opinion, when did he cease being
25 pastor of a local COGIC membered church in Pensacola?

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1 A I think you know that answer. When he
2 ceased being able to operate under the title of pastor
3 in the Church of God in Christ was the day he
4 dissolved, allegedly dissolved the Westside Church of
5 God in Christ. I believe that vote was taken,
6 according to your records and the letter that I
7 received from you, that vote was taken in August 2020.
8 And it went into effect in December of 2020, December
9 14th or something like that. That was the day he
10 officially lost his position or gave up his position
11 as a pastor in the Church of God in Christ if he ever
12 had an appointment.
13 And at this point I can't tell you that he
14 ever had an appointment, but I accepted him as a
15 pastor because he was in charge of that church when I
16 came.
17 **Q So is it your testimony that from 2011**
18 **until whatever date it was that you're referencing as**
19 **the attempted dissolution or dissolution of that**
20 **church, which I believe is probably 2021, something**
21 **like that --**
22 A I don't mean to interrupt you, but I
23 believe you are wrong. If you look at the record it
24 was August 2020. The effective date was December of
25 2020. And it's in the complaint. You copied it in

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1 the complaint, in fact. You sent -- either you or one
2 of us have responded to that and put that letter,
3 which includes not the attempted dissolution, the
4 dissolution of article from the State of Florida.
5 They did that. I didn't do that. They did that,
6 dissolved the church and allegedly got a letter from
7 the Department of State here in Florida acknowledging
8 that the church had been dissolved, effective
9 December 2020. And that came from you, Mr. --
10 Attorney Johnson. That came from you in your
11 February 21st -- February 17, 2021 letter. That was
12 in your letter, and that was attached.
13 And the Articles of Dissolution, the
14 resolution, the alleged meeting that they held
15 dissolving the church, that is something you provided
16 to me.
17 **Q Okay.**
18 A And my position was, and still is, that no
19 local pastor has a right to dissolve a COGIC church.
20 You can dissolve a corporation. But once he did that,
21 based on the rules of our church, once he did that, I
22 became the pastor of Westside Church of God in Christ.
23 **Q Okay.**
24 A That's the rules, and I'm still the pastor
25 of Westside Church of God in Christ. You gotten that

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1 from all of the leaders involved. And so when you say
2 he's Pastor Watts, he can call himself anything he
3 wants to call himself, but he's not pastor of Westside
4 Church of God. He's not pastor of any church that has
5 Church of God in Christ attached to it at this time.
6 **Q If we use the date that you referenced, I**
7 **guess, August of 2020?**
8 A August of 2020.
9 **Q Okay.**
10 A The date that he allegedly held the
11 meeting --
12 **Q Okay.**
13 A -- with the local church to dissolve it,
14 you know that because you provided it.
15 **Q Okay.**
16 A And you probably wrote the Articles of
17 Dissolution. In fact, I looked back at a lot of the
18 stuff that's in the record, Attorney Johnson it came
19 from you.
20 **Q Okay. And you know this?**
21 A I deducted it.
22 **Q Using your powers of deduction, why do you**
23 **deduce that you allowed an individual to pastor a**
24 **church in Northwest Florida Jurisdiction for almost**
25 **ten years without verifying his credentials?**

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1 A It was not -- it was not my job to verify
2 his credentials. When I became the appointed
3 Jurisdictional Bishop, I accepted those churches that
4 were left. By the way, there was six or seven of
5 them, and he was one of those six or seven. And they
6 agreed with me and they're the ones that voted for me,
7 and he was one of those that sent a letter to the
8 Presiding Bishop asking that I be appointed.
9 I never ran, never asked to be the bishop.
10 They asked me. And so once I became the bishop, he
11 was paying his report just like we expect all
12 credential holders to pay their report. He paid a
13 pastor's report and we submitted those reports to the
14 national church.
15 So it's not whether I let him do anything.
16 I inherited the jurisdiction, and I continued to
17 administrate it the way I inherited it. And normally
18 a person doesn't claim to be a pastor -- pastoring is
19 not easy. I don't know why anybody would want to
20 claim to be a pastor, and they're not the actual
21 pastor of the church. That's not my point. You asked
22 me -- I told you I couldn't verify what his position
23 was.
24 **Q The point is that you could have verified,**
25 **but you didn't; is that correct?**

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1 A At the time I could have verified if it had
2 been an issue. I never had an issue with Elder Watts,
3 never. And it wouldn't have come to me to say, hey,
4 look up to look to see if he's ever been appointed as
5 a pastor, it never crossed my mind. I still think
6 highly of him today.

7 Q Then why probably in the last five or
8 10 minutes did you imply that you have no idea if he's
9 ever been a credentialed pastor? I don't know the
10 words you used, but you definitely implied that you
11 have no idea if he had the appropriate credentials or
12 what have you to be a pastor over the church?

13 A Because that's the fact.

14 MR. GANT: Object. It wasn't my client's
15 response. Argumentative.

16 A And they are asked during the hearing for
17 the injunction, he was asked when was he appointed the
18 pastor of the church and by whom. And his answer, he
19 couldn't remember. And I definitely don't know who
20 appointed him because I wasn't the bishop, and so if
21 he doesn't -- I know when I was appointed bishop. I
22 know when I was appointed the pastor of the local
23 church where I pastored. I know when I was ordained
24 and licensed. You've already asked me those question
25 and I've given you the answer about when I became a

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1 licensed minister and elder in the church of -- some
2 of the first questions you asked me. So I assumed
3 some things.

4 So when you say Pastor Watts of the
5 Westside Church of God in Christ, he may have been.
6 He certainly is not now.

7 THE VIDEOGRAPHER: Mr. Johnson, if I can
8 get permission to adjust your microphone very
9 fast. It will take two seconds.

10 MR. JOHNSON: Sure.

11 BY MR. JOHNSON:

12 Q Is it your contention that you in your
13 capacity as bishop of Northwest Florida Jurisdiction
14 removed Pastor Watts from the local church?

15 A Absolutely did not. That's not my
16 contention at all. Pastor Watts removed himself from
17 the local church. He dissolved the local church. He
18 submitted a letter, and, in essence, resigning as
19 pastor in the Church of God in Christ as confirmed by
20 you in your letter to Bishop Sheard and to Bishop
21 Thuston in I believe it was in February of 2021 --
22 2022. I'm sorry.

23 Q You previously testified that you attended
24 the April 2022 General Assembly meeting, correct?

25 A That is correct.

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1 Q And at that meeting, the issue of Pastor
2 Watts' status within the church, as well as the local
3 church's membership in COGIC was addressed. Isn't
4 that correct?

5 A To some extent.

6 Q It was addressed to the extent that it was
7 specifically stated by either Bishop Sheard, Bishop
8 Thuston or General Counsel Saffold that -- that the
9 local church had never left the local church?

10 MR. GANT: I object to the question in
11 terms of content. I said previously there was a
12 mediated process, which is confidential. You
13 intended to ask a question about a mediation
14 process that's confidential, and again,
15 therefore --

16 MR. JOHNSON: Let me ask you --

17 MR. GANT: -- we indicate it's an improper
18 question, it's confidential. So based on that,
19 in particular, at this point in time, not to
20 answer the question and object to the question in
21 itself so we're not going there.

22 THE WITNESS: Let me make one correction.
23 Can I make a correction?

24 MR. GANT: Excuse me.

25 THE WITNESS: Can I make one correction?

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1 He's trying to ask? Never mind.

2 MR. GANT: Mr. Johnson?

3 MR. JOHNSON: Mr. Gant.

4 MR. GANT: Thank you.

5 MR. JOHNSON: Which mediator was involved?
6 Multiple times you said it's part of a mediation
7 process.

8 MR. GANT: Initially, in fact, that
9 according to the results of evidence of Florida,
10 negotiations between the parties are not
11 admissible at trial. I think I'm correct, I
12 could be wrong, but I think I'm right -- also
13 both rules, one and two, in tandem is my
14 objection, okay?

15 MR. JOHNSON: Okay. Which part of the
16 General Assembly meeting in April of 2022 was in
17 negotiation between the parties?

18 MR. GANT: I think the whole conversation
19 between, as you mentioned earlier -- early
20 between -- was it the committee chairman and your
21 clients -- was drafted as part of the negotiation
22 process, joint order we looked at earlier was all
23 part of the negotiating process between the
24 parties, okay?

25 MR. JOHNSON: What indicates that? We have

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1 a document called the joint order that you want
2 to refer to to bolster your argument.
3 MR. GANT: That you referred.
4 MR. JOHNSON: Well, yes. Yes.
5 MR. GANT: That's your document, not mine.
6 MR. JOHNSON: Do you -- well, was the
7 document produced by your client?
8 MR. GANT: At some point I think it was,
9 yes.
10 MR. JOHNSON: You think it was or was it?
11 Let's stop playing games, was the joint order
12 produced by your client?
13 MR. GANT: It doesn't matter.
14 MR. JOHNSON: It does matter.
15 MR. GANT: Part of the negotiated process.
16 It was not concluded with -- concluded
17 unsuccessfully; therefore, it's still
18 confidential still and shouldn't be used in the
19 proceedings.
20 MR. JOHNSON: What are you relying upon to
21 indicate that that joint order or anything that
22 happened in the General Assembly was a
23 negotiation?
24 MR. GANT: Mr. Johnson, we have your
25 e-mails, your documents where you yourself

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1 indicated that they discussed and negotiated an
2 agreement.
3 You, in your words. I could be wrong, the
4 documents that came from you, indicating that it
5 was mediated and negotiated and got a resolution
6 of this issue before the Court now, but
7 unfortunately, as I said before, your client did
8 not comply with the -- with the terms of the
9 agreement -- negotiated between the -- the
10 chairman of the committee and your clients. I
11 think you were also involved in that, too. I
12 think you were. So not being concluded
13 successfully, it's still confidential, also --
14 secondly, it's negotiations had during the course
15 of the trial that was incomplete. The terms are
16 inadmissible in the proceedings.
17 MR. JOHNSON: Is there anything in that
18 joint order that was produced by your client that
19 indicates that this was a negotiation?
20 MR. GANT: I just told you, Mr. Johnson,
21 that the prelate of the joint order -- as well as
22 the prelate negotiation, you were involved in it,
23 okay, and your clients were also.
24 MR. JOHNSON: Is it your impression I was
25 at the General Assembly?

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1 MR. GANT: You weren't involved in it. I'm
2 sorry, I take that back. Your client negotiated
3 with my client in an agreement in a negotiated
4 process. It was not completed successfully.
5 Okay. I really like -- that situation in a trial
6 is inadmissible.
7 MR. JOHNSON: We're not in trial, Mr. Gant.
8 MR. GANT: This deposition is to go to
9 trial. Okay?
10 MR. JOHNSON: It's a discovery deposition,
11 Mr. Gant.
12 MR. GANT: Same objection, Mr. Johnson.
13 MR. JOHNSON: So even though -- sorry.
14 Even though this is a discovery deposition, I'm
15 not admitting anything in evidence at a trial.
16 Your position remains that you're going to tell
17 your client not to answer any questions regarding
18 the joint order; is that correct?
19 MR. GANT: You heard my full explanation of
20 my objection at least once before today.
21 MR. JOHNSON: I want to make sure.
22 MR. GANT: You recall what I said.
23 MR. JOHNSON: It's a big deal.
24 MR. GANT: I agree, you recall what I said,
25 in terms of legal -- my legal point here.

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1 Secondly, you continue to ostracize my
2 client, put my client in bad light on social
3 media. And if I'm wrong, the judge will tell me
4 so. Okay. I'm protecting my client's image
5 based on misguided comments, misrepresentations
6 on the part of your client. I think I have the
7 right to do that for my client's purposes, my
8 client's benefit.
9 And we can -- I think we can prove that
10 your clients conspired with other people who's
11 tried to effect my client in a bad light.
12 Your client unfortunately -- your client's
13 purpose is to put COGIC in a bad light, okay,
14 based on untruths and misrepresentations, and
15 slander, if you will, but we won't -- I won't go
16 there.
17 But that's my objections. I said it more
18 than once. Ask my client not to answer the
19 question, along those lines. If I'm wrong, a
20 judge may tell me I'm wrong, and I'm fine with
21 that.
22 BY MR. JOHNSON:
23 Q Okay. Prior to Pastor Watts or aside from
24 Pastor Watts, have you as a bishop ever removed a
25 pastor from a local church?

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1 A Absolutely not. A bishop is not allowed to
2 remove a pastor from a local church except through the
3 COGIC process. I cannot unilaterally remove anyone
4 and have never done so.

5 Q Have you ever initiated any procedure to
6 remove a pastor from a local church?

7 A I follow the procedures in the constitution
8 of the Church of God in Christ whenever that's been a
9 complaint brought or an issue or reason.

10 Q And I didn't ask you if you followed the
11 procedures and I'm not questioning that you did. My
12 question is, aside from Pastor Watts, did you
13 initiate, whatever that procedure is, for the removal
14 of a pastor of a local church?

15 A Absolutely not, not of my own volition.

16 Q Over the years, I guess you said 2011 to
17 the present time, have you been a part of COGIC
18 proceedings relative to the removal of a pastor of a
19 local church?

20 A Have I been -- ask your question again.

21 Q From the time that you assumed being a
22 bishop of the northwest Florida jurisdiction to the
23 present time, other than Pastor Watts, have you ever
24 been involved in a proceeding to remove a local pastor
25 from a local church?

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1 A Absolutely.

2 Q Okay. How many times?

3 A I can't tell you the exact number, but it's
4 been more than once. And I -- if I think long enough,
5 I can think of at least one or two situations where
6 there was a process undertaken under which a pastor
7 was removed from the local church. One involved -- at
8 least two of them involved sexual misconduct. There
9 is a procedure, not -- never initiated by me. I don't
10 initiate the process when it comes down to certain
11 issues.

12 Q How does the process get initiated?

13 A It depends on what the issue is, and the
14 two issues that I'm referencing, they both involved
15 sexual misconduct. And in the case of sexual
16 misconduct, I receive a written complaint from someone
17 bringing their complaint based on our sexual
18 misconduct policy, both with the national church and
19 with the jurisdictional policy.

20 There is a committee that receives the
21 complaint, all complaints come to me eventually as the
22 Jurisdictional Bishop, and it becomes my
23 responsibility to make sure that complaint is handled
24 properly. There were at least two individuals who had
25 an issue with sexual misconduct. One, the committee

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1 followed the -- did its investigation and made the
2 recommendation that the individual be removed and that
3 was affirmed and reaffirmed by the Jurisdictional
4 Council, Jurisdictional Council of Pastors and Elders.
5 Once that was done and there's an order issued, the
6 Jurisdictional Bishop based on our rules that I follow
7 our rules, to the best of my ability, is required to
8 execute the order of either the committee or the
9 Council of Pastors and Elders.

10 In one instance the individual was removed
11 by that process, and the other instance the individual
12 resigned and so once a pastor resigns that ends the
13 process and ends the procedures. Those are two
14 instances that I can remember where a pastor was
15 actually removed through our COGIC process.

16 Q In both of those instances, did you follow
17 the constitutionally mandated rules and procedures?

18 MR. GANT: Asked and answered.

19 A Yes.

20 BY MR. JOHNSON:

21 Q I think you said then you get the order,
22 and then you executed the order; is that what you
23 meant to say?

24 A When there's a final verdict reached or a
25 final decision reached by whoever is carrying out the

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1 procedure, the jurisdiction bishop does not carry out
2 the procedure.

3 Q Understood.

4 A Whether it's the sexual misconduct review
5 committee or whether it's the Council of Pastors and
6 Elders, when they end the process with a verdict or a
7 recommendation, they -- the constitution of the Church
8 of God in Christ require that the Jurisdictional
9 Bishop execute the order. And in the one case I did.
10 The other case the individual resigned so there was
11 nothing for me to execute.

12 Q What does that mean for you to execute the
13 order?

14 A That's a standard word for carrying out the
15 verdict as you know. I'm sure you know that.
16 Whatever is ordered it becomes my order as chief
17 executive officer of the jurisdiction to carry out the
18 orders of that committee or the order of that council,
19 yes.

20 Q Okay. And I do understand that execute and
21 carry out are likely synonyms, but my question to you
22 is, what does that entail?

23 A It includes notifying the individual that
24 you have been removed by this committee based on the
25 information given, and they may have a certain time

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1 period of which they can remove their items or -- and,
2 of course, there's a process of appeal.
3 They have an opportunity to appeal any
4 decision that's made by any of those bodies, again,
5 all the way up to the national church through the
6 judiciary board for most cases which the judiciary
7 board is the Supreme Court of our church.
8 **Q Okay. And the judiciary board, is that --**
9 **is -- and I think it's the second time you heard --**
10 **it's the Supreme Court of your church, and I**
11 **understand that. But is the judiciary board above the**
12 **General Assembly or below the General Assembly or on**
13 **the same sort of level as the General Assembly?**
14 MR. GANT: Asked and answered.
15 A I was about to say it's asked and answered.
16 I already answered that question.
17 BY MR. JOHNSON:
18 **Q Respectfully if you answered the question,**
19 **I didn't understand that you answered that question so**
20 **can you please just tell me in your opinion, is the --**
21 **I'm not trying to trick anybody. I'm just trying to**
22 **get a handle on the level of governance and how it all**
23 **works.**
24 **So I will ask again and if you're able to**
25 **just tell me, does the judiciary board -- are they in**

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1 **the same level as the General Assembly, above or below**
2 **it?**
3 A The judiciary board, once again, is the
4 highest board in our church to which you can bring an
5 appeal when the issue is related to church matters.
6 It's -- we're not talking about crimes. We're not
7 talking about even sexual misconduct, those issues
8 because -- some issues the crimes are going to be
9 handled by the proper civil authorities.
10 When it comes down to matters regarding the
11 policies of our church and certain other issues, you
12 can appeal from this jurisdiction, from the local
13 church.
14 For example, some things may happen in the
15 local church that may be appealed to the jurisdiction
16 because higher up the church, it goes up the appeal
17 from this jurisdiction can go up through the national
18 church through those tribunals up to the judiciary
19 board. The judiciary board is the highest court in
20 the Church of God in Christ that resolved issues of
21 dispute.
22 The General Board, in some instances, can
23 in certain proceedings, can override a ruling of the
24 judiciary board. That's -- I told you this at the
25 very beginning. That's rare, but only certain issues.

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1 The General Board is the highest
2 policy-making body in the Church of God in Christ.
3 It's especially primarily is policy.
4 **Q So the General Board creates policy. Does**
5 **the General Assembly create policy?**
6 A I don't mean the General Board. Again,
7 it's a long day. Not General Board. General
8 Assembly.
9 **Q Okay. I appreciate your patience.**
10 A It's a long day. The General Board is not
11 involved in policy making. The General Board is the
12 executive arm of our church comprised of the bishops,
13 Board of Bishops. And I want to be clear, because I'm
14 a member of the Board of Bishops does not make me a
15 member of the General Board, but the executive branch
16 of our church is represented by the General Board and
17 all of those bishops underneath here are at the
18 jurisdictional level.
19 **Q Okay. Now, have you at this point explain**
20 **to me your understanding of the policies and**
21 **procedures for the removal of a local pastor?**
22 MR. GANT: Object to the form.
23 A I already --
24 MR. GANT: I object to the line of
25 questioning because in this proceeding, in this

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1 case, Case Number 2021CA2561, Escambia County
2 Circuit Court, the issue of removing a pastor is
3 not before the court. Not an issue in this
4 matter at all.
5 If you want to take your time, ask the
6 questions that are irrelevant, Mr. Johnson, I
7 guess I can't stop you, but it's tiring, but go
8 ahead. It's tiring.
9 BY MR. JOHNSON:
10 **Q Mr. Green, I'm trying not to be**
11 **duplicitous, which is why I'm asking it this way, at**
12 **this point have you explained to me the policies and**
13 **procedures regarding removing a local pastor?**
14 A Yes, in response to a specific question.
15 **Q Got it. Okay. Were those policies and**
16 **procedures followed with respect to Pastor Watts?**
17 MR. GANT: Object.
18 MR. JOHNSON: Are you instructing him not
19 to answer?
20 MR. GANT: Well, the record is going to
21 reflect that your question is -- not only is it
22 duplicitous, it's also irrelevant. It's
23 harassing, it's tiring, it's irrelevant.
24 As I said before, Mr. Watts been removed
25 from the situation -- he resigned from his

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1 position, he resigned -- based on what my client
2 told you. That was clear as glass as my daddy
3 would say. If you want to keep asking the same
4 question about something that's not even at
5 issue, I guess you can, but you can answer --
6 sure, answer the question.

7 A I didn't have to remove Pastor Watts
8 because you sent me a letter dated and signed by him
9 in February of 2021 that he had dissolved the church,
10 that he had given up his pastor -- not in such
11 explicit language and that the rules of the Church of
12 God in Christ -- you quoted chapter and versus from
13 the rule about withdrawing and transferring, that the
14 rules of the Church of God in Christ were not relevant
15 to him, and to the church Westside COGIC because they
16 were obligated to follow their own constitution, and
17 their own bylaws. So, no, I didn't have to follow any
18 procedure once he resigned. And I said this in a most
19 recent response because he's also now claiming that I
20 didn't follow the policies in removing him. He
21 removed himself.

22 Once he resigned from a position in the
23 Church of God in Christ, you're not entitled to any
24 procedures as outlined in the constitution because
25 only -- only relates to legal pastors in those

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1 positions. Once he resigned and quit, he was out. He
2 took himself out.

3 BY MR. JOHNSON:

4 **Q Can you explain the procedures for removing**
5 **a local church from COGIC? My whole earlier line of**
6 **questioning is relative to pastors. My question now**
7 **is can you explain the procedures for the removal of a**
8 **local church from COGIC?**

9 A I think your question has already been
10 asked and answered in terms of the withdrawal process,
11 but maybe I'm not understanding your question. Are
12 you saying how do I or how does someone remove a local
13 church -- I'm not understanding your question, tell me
14 again -- try to explain to me what you're asking.

15 **Q Can a local church be removed or discharged**
16 **from membership in COGIC?**

17 A I'm sure they can.

18 **Q Is there a policy and procedure that -- a**
19 **COGIC policy and procedure that governs such a thing?**

20 A I haven't seen it.

21 **Q Okay. Have you as presiding -- not**
22 **presiding -- you, as the bishop of Northwest Florida**
23 **Jurisdiction, have you ever had one of your local**
24 **churches removed or, I guess, discharged from**
25 **membership at COGIC?**

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1 A Are you saying have I ever -- are you
2 asking me if I ever discharged a local church from
3 membership in COGIC?

4 **Q No. I'm not asking that. Since becoming**
5 **bishop of the Northwest Florida Jurisdiction, have you**
6 **had any church under Northwest Florida Jurisdiction be**
7 **removed or discharged from membership in COGIC?**

8 A No, not that I'm aware of because I would
9 be the first person that's contacted if there's going
10 to be a church discharged from membership in this
11 jurisdiction since that's my supervisory authority.

12 Everything that happens in this
13 jurisdiction becomes my responsibility under the rules
14 of the Church of God in Christ.

15 Now, in terms of whether or not that's ever
16 happened to any local church, I can't tell you, but I
17 can tell you from 20 -- November 2010 to 2023, I do
18 know that -- one of our most recent meetings there was
19 instructions given to another bishop about discharging
20 a church. Now, I never had it, never read it, don't
21 know what that process is. But in this jurisdiction,
22 I can tell you that I never had that happen.

23 **Q You -- you mentioned, I think, the ARC**
24 **system before. What does ARC stand for, if anything?**

25 A It stands for something, and I can't tell

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1 you what it stands for in terms of other than it is
2 the -- it is the record keeping system. It's some
3 type of automated recordkeeping system that we keep
4 and it's an electronic record keeping system.

5 **Q Is it -- to your knowledge, is it**
6 **accessible by the general public, or is it something**
7 **that's private, it's only people that have, I guess,**
8 **appropriate credentials to sign into it?**

9 A No, we're a corporation. And we're a
10 church and we don't allow anybody outside of the
11 church to access our records. But any member who is
12 in good standing in the Church of God in Christ should
13 have an ARC account and should be able to go in.

14 For example, if you're -- Kenneth Watts is
15 a member in ARC and the Church of God in Christ, he
16 can access the ARC system under the name of his local
17 church using his ID and pull up information regarding
18 himself.

19 **Q Okay.**

20 A That's the way the system works. Now it's
21 an electronic recordkeeping and tracking system.

22 **Q And at some point before -- let me ask you**
23 **this, does the ARC system then, and I realize this**
24 **seems obvious, but I can't assume anything. Okay. So**
25 **I'm not trying to test your patience, does the ARC art**

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1 system have the information regarding who are local
2 pastors, I guess, and local member churches?

3 A The ARC system and I'm talking about the
4 electronic system generally because within the ARC
5 system there are several different categories. You
6 can look at -- you can look up the local church. It
7 may have limited information about that local church.
8 Usually that information is very limited because it
9 would be too detailed. We're a church of seven or
10 eight million people and trying to detail information
11 other than on credential holders would be extensive,
12 but you can go into the ARC system, if you're a
13 credential holder and you can access the information
14 about you individually, your standing, whether or not
15 you've gone through the appropriate screening, the
16 background checks, the sexual misconduct training,
17 whether or not you have paid your report recently and
18 whether or not you're in good standing and along with
19 the membership of the church that you're in and you
20 can access that only for the individual and the church
21 that he's in.

22 As a public -- member of the public, you
23 can't even get into the ARC system because you would
24 have to have the proper access code and stuff to get
25 in.

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1 Q At some point was Pastor Watts included in
2 the ARC system as I guess a credentialed pastor of the
3 local church?

4 A At some point, again, when I came on board
5 in 2011, when the jurisdiction was trying to survive,
6 Elder Watts was included as a pastor of Westside
7 Church of God in Christ, and it shows up in the ARC
8 system from 2,000 -- I believe that's the first year
9 his name ever showed up in the ARC system. I have to
10 go back and look at it, but it was in 2010 maybe, nine
11 when Bishop Matthew Williams came on board. I came on
12 board in 2010. And whatever happened with Bishop
13 Williams, I think that was the first time -- 2009
14 maybe, when there's a history that shows that for the
15 Westside Church of God in Christ, it was Kenneth Watts
16 who was the pastor.

17 Q At some point was Pastor Watts' name
18 removed from the ARC system as a local pastor?

19 A At some point it was removed from the ARC
20 system as the local pastor of the local church.

21 Q When did that --

22 A I can't tell you whether it was removed,
23 but I do know that my name was inserted there as the
24 pastor of Westside Church of God in Christ, and that
25 happened sometime subsequent to his -- the letter that

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1 you sent forth, and the information that was received
2 in February of 2021 and 2022 when he did not -- late
3 2021, when they tried to interact with him. They
4 tried to -- in fact, I sent letters to him, as you
5 know, because they're in the record, never responded.
6 I thought of him as a good, faithful individual who is
7 one of the leaders in the jurisdiction --
8 jurisdictional event, I thought it was a good fit.
9 And I was concerned when I received the letter that
10 this is a good guy, what is going on. I had no
11 knowledge of any issue that he or anyone had with me
12 and I didn't have any issues with him. And so I can't
13 tell you an exact date.

14 But a credential card is only good -- and
15 by the way, I think that's in our constitution as
16 well, is only good for the time period it covers. I
17 have a credential card now that identifies me as a
18 bishop and the date of expiration is October of 2023.
19 My card is good because I paid that current report
20 back in April of last year. If I don't pay another
21 report I don't get a credential card. Technically I
22 would not be in good standing, but his card and he was
23 listed as pastor up until the time he did that.

24 Now what happened from that point on, I
25 can't tell you other than now I -- if you go into the

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1 ARC system, and you try to -- and his name may still
2 be in there, but you're going to find that he's not
3 listed as the pastor in any of those two churches.

4 Q I realize you likely don't know the exact
5 time that that occurred. But do you know an
6 approximate time when his name would have been removed
7 or changed from being the pastor of a local church?

8 A I don't know an exact time, but it happened
9 during the time period I just described.

10 Q Okay. At some point after you -- y'all
11 received the letter from me?

12 A And through this process where he did not
13 respond and did not pay a report. In fact, he did not
14 pay a report in that year of 2021, I don't think. I
15 think most recently since there was an attempt to
16 mediate, I think he may have paid a report, and
17 alleged that he transferred to another jurisdiction.
18 But as I explained to you the procedure, only a pastor
19 can transfer a church from one jurisdiction to
20 another. And so he was ineffective and he could not
21 do that. That has not been allowed because he's not a
22 pastor in the Church of God in Christ at this time.
23 And from the date of when, I don't know.

24 THE VIDEOGRAPHER: Request to take a break
25 for media.

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1 MR. JOHNSON: Sure.
2 THE VIDEOGRAPHER: The time is 3:02 and
3 we're now off the record.
4 (Brief recess.)
5 THE VIDEOGRAPHER: The time is 3:21, and
6 we're now -- I'm sorry, the time is 3:21. We're
7 now back on the record.
8 BY MR. JOHNSON:
9 Q Thank you. Bishop Green, I know I already
10 asked you approximately when Pastor Watts' name may
11 have been removed from the ARC system, and I
12 appreciate your answer.
13 My question now is, do you know why Pastor
14 Watts' name was removed from the ARC system?
15 A I can't tell you why his name may have been
16 removed because I'm not convinced that his name is not
17 still in the ARC system.
18 And by the way, since you took the break,
19 it came to my mind that the system has actually been
20 updated within the last year and a half or so. And
21 some things may have rolled in and some things may not
22 have been rolled in. There's certain parts of the ARC
23 system now that I have a problem trying to access.
24 But it's been enhanced, and I don't know
25 that his name is not in there. I'm pretty sure his

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1 name is still in there, but he's probably not listed
2 as the pastor of Westside Church of God in Christ.
3 When that happened, I don't know. I can't
4 tell you the exact date and that time.
5 Q If you know, and of course all of my
6 questions are if you know, who is involved in updating
7 the ARC system?
8 A That's the general secretary's office.
9 Q Have you ever made a request that the ARC
10 system be updated to remove Pastor Watts' name?
11 A I made a request that my name be put in as
12 the pastor of these churches since I'm the pastor of
13 record. I did make that request.
14 Q And approximately when did you make that
15 request?
16 A I can't give you an exact date, but it
17 would have happened sometime during this process when
18 I was paying report. So I may have been asked a
19 question in relation to that and made it known that
20 I'm the pastor of a church.
21 Q And did you make that request in writing,
22 or was this something you do over the phone, or how
23 does it happen?
24 A Something I wouldn't have made in writing.
25 That's something I would have made verbally to

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1 someone, probably somebody at the general secretary's
2 office. I didn't make any changes.
3 Q All right. Are you aware of any individual
4 that had any involvement in either removing Pastor
5 Watts' name from the ARC system or changing his status
6 in the ARC system?
7 A I wouldn't know.
8 Q Is there is -- and I understand -- and I
9 think I understand. The contents in the ARC system,
10 that's all under the general secretary's office,
11 correct?
12 A That's correct, to my knowledge.
13 Q Understood. Okay. And to your knowledge,
14 is there actually some sort of procedure for the
15 removal of either a church or a pastor from the ARC
16 system?
17 A I can't answer that question because I
18 don't know. I don't know of any church that has been
19 removed from the ARC system, and I don't know of any
20 person who has been removed from the ARC system except
21 in cases -- and I believe there's something in the
22 constitution that allows for something like that to
23 happen, but I can't tell you where to go for that.
24 And that's not my area of expertise. That's not
25 something that I would be familiar with.

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1 Q Okay. Understood. In -- according to --
2 according to the official manual -- and, again, I'm
3 not trying to be duplicitous, everything is if you
4 know. I'm not trying to make you answer something you
5 don't know. According to the official manual --
6 THE VIDEOGRAPHER: Watch those arms.
7 You're covering the mic.
8 MR. JOHNSON: Sorry.
9 BY MR. JOHNSON:
10 Q -- is it correct that the only way a church
11 can leave COGIC is with the approval of the General
12 Assembly?
13 A No, that's not correct. The only way to
14 legally leave the church -- I think there's some
15 misunderstanding. Today I can declare I'm no longer
16 in COGIC. COGIC can't make me stay. COGIC can't say
17 we're not going to let you remove this church. This
18 church is still a member of the Church of God in
19 Christ. So that's misstating the whole process.
20 You can withdraw from the Church of God in
21 Christ by going through the proper procedure, which is
22 what I advised your clients to do when I received your
23 letter. If you're going to withdraw, go through the
24 proper procedure.
25 I wanted to finish my answer because there

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1 are churches that stop supporting, stop coming, stop
2 doing anything, and they sometimes drop the COGIC name
3 and drop the COGIC procedures, and I can't tell you
4 what happened in those instances. But there is
5 nothing that says an individual can't just say I'm no
6 longer COGIC.

7 **Q Well, yeah, and my question was -- wasn't**
8 **meant to be directed toward an individual. It's the**
9 **actual local church itself. Could a local church**
10 **leave COGIC? Or the question's better stated probably**
11 **in order for a local member church to leave COGIC,**
12 **would they have to get the approval of the General**
13 **Assembly?**

14 A Yes, the rule is very clear that if you're
15 going to withdraw from the Church of God in Christ and
16 the term is legally, if you're going to legally
17 withdraw, again, once you sent the letter saying that
18 these people are no longer COGIC, we can't make them
19 be COGIC.

20 I can do the proclamation that I made to
21 you, they can dissolve the church, they can change the
22 name, they can say whatever, but the entity Westside
23 Church of God in Christ is still a member church. And
24 if all of the members decide they want to be
25 something, that's their prerogative. But in order to

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1 leave the Church of God in Christ legally, you got to
2 go through the General Assembly.

3 **Q Okay. To your knowledge, has -- have any**
4 **complaints, I guess, ever been filed relative to**
5 **Pastor Watts?**

6 A I'm sorry. Can you --

7 **Q To your knowledge, have any complaints ever**
8 **been made against Pastor Watts?**

9 A I can't tell you whether or not there's
10 ever been any complaints made about Pastor Watts. I'm
11 not familiar with anybody who has ever made a
12 complaint against Pastor Watts, other than what's been
13 related to this issue that we're dealing with right
14 now.

15 **Q Does a local church have to file a**
16 **complaint against the pastor to have them removed**
17 **unless it's a sexual complaint?**

18 A Not in all cases. The local church, in
19 cases of a problem with a local pastor, and that's in
20 our book as well. That was not his problem. If
21 you're trying to ask the question as it relates to
22 Pastor Watts, it's not his problem. He resigned. He
23 dissolved the church. He had no standing.

24 In order to have COGIC process -- not
25 talking about due process, I'm talking about COGIC

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1 process, you must be the legal pastor of that church.
2 So if you're the legal pastor of a church, there is a
3 process that must be followed if that pastor is going
4 to be removed.

5 **Q Okay. And as part of that process, does**
6 **the local church have to file a complaint against**
7 **their pastor?**

8 A If it involves the pastor's role as the
9 pastor of that church, the local church can file a
10 complaint. But that's -- again, that's not the only
11 way that a person can be dealt with in the Church of
12 God in Christ.

13 **Q For example, you gave an example earlier**
14 **about if the allegations are sexual in nature, it's**
15 **kind of a different process, right?**

16 A Sexual misconduct, behavior that puts the
17 Church of God in Christ at risk. There's a, I think,
18 a 2005 resolution that covers other issues like that.
19 To say that's the only way, that would be a
20 misstatement.

21 **Q Okay. During the entire time that Pastor**
22 **Watts was pastor of the local church, to your**
23 **knowledge, did he always pay his dues?**

24 A To my knowledge, I became the bishop in
25 20 -- November of 2010 and up until 2020 or '21, I

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1 think -- whenever that report was due, Pastor Watts
2 was an ideal supporter of the jurisdiction, talking
3 about the Church of God in Christ, in terms of his
4 payments.

5 Now attendance and going to conferences,
6 and being in our workshops like he should have been,
7 he didn't always attend those. But in terms of his
8 financial support, he paid his tithe. He paid his
9 tithe to the jurisdiction, and he got rebates. We
10 gave money back to the local church through the
11 district as well. But, no, I never had an issue
12 with -- I never had an issue with -- with Kenneth
13 Watts.

14 **Q I think you used the term before and I want**
15 **to make sure I'm correctly using the same term, I**
16 **think you used the term pay for his reports, does that**
17 **make sense? Is that something that pastors do?**

18 A There's an annual credential holders report
19 that is required by the Church of God in Christ of all
20 credential holders, male and female.

21 **Q Other than that, do pastors pay any sort of**
22 **dues to COGIC or to Northwest Florida Jurisdiction?**

23 A Credential reports and official offerings.

24 **Q Aside from the credential reports, do local**
25 **pastors pay any other dues or have any other financial**

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1 obligations to either COGIC or Northwest Florida
2 Jurisdiction?
3 A Yes.
4 Q And what are those?
5 A Again, there's a report that the membership
6 pays annually.
7 Q And I'm talking about the pastors, though.
8 A I thought -- pastors. Pastors are
9 obligated to make their credential report, their
10 official offerings. And in this jurisdiction there's
11 a percentage of the tithe that goes up to the
12 jurisdiction, and that's what we request.
13 We do not, in most of our offerings and
14 most of our givings, it's not mandatory. We're not
15 going to pull you out of the church if you don't pay
16 the report. You just don't get an updated credential
17 card and you're not considered in good standing. But
18 you're not put out of the church because you don't pay
19 money in the Church of God. It never happened to
20 anybody that I know of.
21 Q We talked a little bit earlier about
22 churches transferring out of the jurisdiction. Have
23 you -- since you've been Jurisdictional Bishop, have
24 you ever had a church transfer into your jurisdiction?
25 A Absolutely.

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1 Q Okay. And do they need your permission to
2 transfer into your jurisdiction?
3 A You never need permission to transfer from
4 one jurisdiction into another jurisdiction by either
5 of the bishop -- the bishop you're leaving or the
6 bishop you're going into as I explained to you
7 earlier. Each bishop is supposed to be notified.
8 If you have a church that is nonCOGIC, in
9 other words, you're not coming from another COGIC
10 jurisdiction, you are at liberty to become a member
11 church in any jurisdiction that you make the request
12 of, and so I don't have to get any permission from
13 anyone to take in a church that's a nonCOGIC church
14 that takes the vows of membership and agree to follow
15 the constitution of our church. That pastor will
16 eventually be installed by me as a member -- as a
17 pastor in a member church. And that church will also
18 be accepted by me as a Jurisdictional Bishop and given
19 a certificate of membership, but I don't have to get
20 approval from anyone else to take in a church that is
21 not a COGIC member church. If it's a COGIC member
22 church, that church has to go through the transfer
23 process.
24 Q Is your acceptance of that church, is
25 that -- is that the final part of that transfer

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1 process?
2 A I'm not sure what -- which one you're
3 talking about. Are you talking about the transfer of
4 the process between churches in the Church of God in
5 Christ?
6 Q Yes.
7 A I don't have to accept it. It's part of
8 our procedure that's handled by the national church
9 through the general secretary's office. They don't
10 ask me if I accept it. They don't ask me if I
11 rejected. That's not my authority. That's not my
12 prerogative.
13 Q That's what I was getting to. So do you
14 have a choice or the authority to tell COGIC, "Now I
15 don't want to accept that church in my jurisdiction"?
16 Can you do that?
17 A I can do that. I can say I don't want to
18 accept that church of my jurisdiction.
19 Q Okay. All right.
20 A And I can state for whatever reason I do
21 not want that church in my jurisdiction, but I don't
22 have the last word on that.
23 Q Who has the last word?
24 A That would be a matter that if the church
25 wanted to be in the jurisdiction, of course, they

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1 could appeal through the tribunals in our church, and
2 they would bring some calls against me, for example, I
3 would not let them in and violate their rights which
4 would be something that I never had happen before.
5 It's unusual not to accept the church that wants to be
6 in the church jurisdiction unless it's so much
7 negative associated with that church. And I never had
8 that happen.
9 Q Okay. Are you familiar with Bishop Thomas?
10 A Know him. I know him.
11 Q Okay. With -- what is his jurisdiction?
12 A I think that's the jurisdiction that
13 Kenneth Watts tried to transfer Westside into
14 somewhere in Georgia. It's in Georgia. I believe
15 it's Georgia. Mr. Thomas is an elderly bishop in the
16 Church of God in Christ.
17 And as I said to him directly and I said to
18 Watts directly through my letter that whatever attempt
19 he made was not in line with our policy, and the
20 church has not and cannot transfer because I'm the
21 pastor of the church and I have not initiated any
22 request to transfer.
23 So I think you got that in my affidavit,
24 and you received an affidavit allegedly from Bishop
25 Thomas and one of his superintendents, but, of course,

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1 that's not in line with policy of our church.
2 (The document was marked for identification
3 as Defendants' Exhibit E.)
4 BY MR. JOHNSON:
5 **Q I am going to hand you what I've premarked**
6 **as Exhibit E. Can you take a look at that and let me**
7 **know if you've ever seen it before?**
8 A I have seen this letter.
9 **Q Okay. Do you have any reason to believe**
10 **that it's -- that what you have in front of you is not**
11 **a true and correct copy?**
12 MR. GANT: I object to the question, the
13 question -- it's hearsay, independent knowledge
14 of what Joseph John Thomas did or did not do.
15 The question is totally improper, totally
16 hearsay, and it's not going to lead to any
17 material evidence in this case, anything relevant
18 in this case, so no -- we can't talk about John
19 Thomas today. My client can't do that.
20 MR. JOHNSON: Are you instructing him not
21 to answer?
22 THE WITNESS: Can you say yes or no?
23 MR. GANT: I didn't say nothing yet.
24 THE WITNESS: Okay.
25 MR. GANT: Any question about this

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1 document, the content of it, the veracity of it,
2 and valid -- vali -- valid document --
3 THE STENOGRAPHER: Valid document?
4 MR. GANT: Yes. Valid document -- invalid
5 document, he cannot answer that question. He
6 cannot answer it.
7 MR. JOHNSON: Are you instructing him not
8 to answer that question?
9 MR. GANT: Speculation, just speculation,
10 and relevancy, both.
11 MR. JOHNSON: I understand your objection.
12 My question was, are you instructing him not to
13 answer?
14 MR. GANT: No.
15 MR. JOHNSON: Really two options.
16 MR. GANT: I'm not doing that, if he can
17 answer, answer.
18 BY MR. JOHNSON:
19 **Q Okay. So my question is, do you have any**
20 **reason to believe that this is not a -- I guess, a**
21 **legitimate correspondence from Bishop John F. Thomas?**
22 A Yes, I know it's not a legitimate
23 correspondence from Bishop -- legitimate in the terms
24 that I use, legitimate, because how do you know it's
25 not in line with the process of our church? I don't

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1 doubt that somebody wrote this and may have written
2 this for Bishop John Thomas. And the best person to
3 ask about the legitimacy of this document would be
4 Bishop John Thomas.
5 Because I know Mr. Thomas. He's a very old
6 man, and I doubt that he wrote this. I can tell you
7 that I doubt he wrote this. Somebody may have written
8 it for him.
9 **Q Okay. Have you spoken to him about the**
10 **letter?**
11 A I have.
12 **Q What did he say?**
13 A I didn't ask him whether or not he wrote
14 the letter. I told him that any transfer from this
15 jurisdiction, Northwest Florida Jurisdiction, would
16 have to be initiated by me, and it would not be a
17 legitimate transfer.
18 He never said whether he wrote this letter
19 or not, and I didn't ask him if he wrote the letter.
20 But in reference to, what showed up in the record, in
21 the files that you provided to the Court, I did do a
22 follow-up.
23 Again, if you go back to the COGIC records,
24 this church is not in this jurisdiction. The church
25 is in my jurisdiction. I'm the pastor of the church

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1 and anything that he does --
2 In fact, I advised our church that they
3 need to follow the procedures in our church, and if
4 they want to ever get back in good standing, they have
5 to follow our rules. You can't make the rules up and
6 do what you want to do and claim that you're a COGIC
7 member church. You have to follow the rules whether
8 you like them or not.
9 **Q When you informed Bishop Thomas that**
10 **Westside Ministry, Inc. Church of God in Christ could**
11 **not transfer into that jurisdiction, did he have a**
12 **response?**
13 A I don't remember what his response was. I
14 called to give him information, not to ask him any
15 questions.
16 **Q Okay. Is he the jurisdiction -- sorry, is**
17 **he the Jurisdictional Bishop of the western Georgia**
18 **Ecclesiastical jurisdiction?**
19 A You have to ask him that question. I'm
20 going on the basis of my knowledge of him. I know
21 he's a bishop, and I know he's in Georgia. And I --
22 based on what you did, I assume that he's -- but I
23 can't answer that question 100 percent of the name of
24 his jurisdiction.
25 **Q Under the signature on this document,**

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1 there's a title Jurisdictional Prelate; am I
2 pronouncing that right?
3 A That's correct.
4 Q What is a jurisdictional Prelate?
5 A He does the same thing as a Jurisdictional
6 Bishop. Same description fits Jurisdictional Prelate,
7 some people like to say Prelate, other like to say
8 bishop.
9 Q Given your position on this, do you have
10 any idea why Bishop Thomas would have written this
11 letter?
12 A That question is better asked of Bishop
13 Thomas.
14 Q Do you know Superintendent Samuel Paige?
15 A Not personally, but I have spoken with him.
16 Q For lack of a better term, who is he?
17 A You just read it. You said he's
18 superintendent. I don't know him personally.
19 (The document was marked for identification
20 as Defendants' Exhibit F.)
21 BY MR. JOHNSON:
22 Q Okay. I want to hand you what we've
23 premarked as Exhibit F.
24 A I've seen it. I know the content.
25 Q Okay. But, sir, if you'd just bear with

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1 me, there's certain policies and procedures that we
2 have to follow. So I'm just asking for your patience
3 so I may do so.
4 So I'm handing you what I've labeled as
5 Exhibit F. As you already indicated, you've seen it,
6 and have you spoken to Superintendent Samuel Paige
7 about it?
8 A Yes.
9 Q And when did you speak to him about it?
10 A Shortly after I read this letter, and I
11 can't tell you exactly when. My biggest concern to a
12 superintendent, of course, where in COGIC do you get
13 the authority to write this kind of letter. That's
14 not one of the duties and responsibilities of the
15 superintendent. And so we had that kind of
16 discussion, and I made him aware of the position, same
17 position because I think -- my thinking was he was the
18 one that perhaps facilitated some of this stuff
19 between being urged by Kenneth Watts and others, that
20 may have been pushing him.
21 But my position to him was that the church
22 is in Florida Northwest and it's going to remain in
23 Florida Northwest until otherwise, until something
24 else happens from the official leaders of our church.
25 MR. GANT: For the record, letter by Samuel

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1 Paige dated June 27, 2022, letter from John
2 Thomas dated 16 January of '23, both documents
3 introduced through the course of the negotiation
4 and, therefore, it's confidential. They both are
5 hearsay, and they're -- I object to the
6 introduction of the letters to this deposition,
7 for the record. And they're not to be
8 deliberated (sic) outside of the deposition and
9 the Court can decide on how they should be
10 treated.
11 MR. JOHNSON: I mean, just for the record,
12 I could be wrong, but I think both of the letters
13 are already in the court file. But, you know, I
14 just want the record to reflect that. I mean
15 that doesn't mean you don't have an objection.
16 MR. GANT: I object. These records was --
17 they are also self-serving on the defendants.
18 Counsel put them in the court file as he just
19 stated and our position -- in support of his
20 motion to dismiss which failed. The record is
21 self-serving to his clients' counsel and his
22 clients, also I object to the documents.
23 MR. JOHNSON: Are you instructing him not
24 to answer questions regarding the document?
25 MR. GANT: He already has.

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1 MR. JOHNSON: I got more.
2 MR. GANT: Take one at a time. Okay.
3 BY MR. JOHNSON:
4 Q All right. Do you have any reason to
5 believe that Samuel Page did not produce that letter?
6 A I have no reason to believe that he did
7 produce it. I mean, this is not -- I don't know his
8 signature, and, again, I don't know what authority for
9 him to write such a letter. He has no authority in
10 COGIC to write a letter.
11 Q You called and spoke to him about it?
12 A I spoke to him about the content, about --
13 Q Did he deny --
14 A I didn't ask him whether he wrote it or
15 not.
16 Q And I didn't ask you if you asked him if he
17 wrote it. My question --
18 A (Crosstalk)
19 Q Can I, sir?
20 A Go ahead.
21 Q During your conversation with
22 Superintendent Paige, did he ever deny producing this
23 letter?
24 A I didn't ask him.
25 Q My question to you is not whether you asked

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1 him, my question to you, again, is during your
2 conversation with Superintendent Paige, did he deny
3 producing the letter?
4 A Asked and answered.
5 MR. JOHNSON: Certify that question as
6 well.
7 BY MR. JOHNSON:
8 Q I'm going to ask you the same question
9 relative to Exhibit E that we're referring to, January
10 16, 2023 correspondence from Bishop John Thomas.
11 During your conversation with Bishop
12 Thomas, did he ever deny producing this letter?
13 A Never asked him if he produced a letter.
14 Q Okay. Again, I'm not asking you if you
15 asked him if he produced it. My question is, during
16 your conversation with Bishop Thomas, did he ever deny
17 producing the letter?
18 A Asked and answered.
19 MR. JOHNSON: Certify that question as
20 well.
21 BY MR. JOHNSON:
22 Q I don't even know if it's necessary for me
23 to certify every question so I'm doing it anyway, I
24 guess.
25 It's my understanding that Pastor Watts'

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1 wife Margarite, that her name has been removed from
2 the ARC system; are you aware of that?
3 A I'm not aware of it because I didn't look
4 to see if it's been removed, so, no.
5 Q So, to your knowledge, did you or someone
6 you know cause her name to be removed from the ARC
7 system?
8 A Not me. And my concern would be if what
9 you are alleging with Superintendent Paige and Bishop
10 Thomas, her name should be and his name should be in
11 the ARC system under those jurisdictions, if those
12 were legitimate jurisdictions, so -- legitimate
13 issues.
14 So whatever happened to her, I can't tell
15 you because I didn't have anything to do with it, and
16 I have no knowledge of it.
17 Q I know that you became a bishop of the
18 Northwest Florida Jurisdiction at some point in 2010,
19 but in total, how many years have you been -- held any
20 position within COGIC?
21 A Since 1970, I got saved and became a
22 member. Shortly thereafter, I became a Sunday school
23 teacher. And if I can go on, you said to me --
24 somebody said, wow, because I've been serving the
25 church a long time. Shortly thereafter I became the

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1 president of the youth department at 16 years old.
2 Q During the 53 years or so that you've been
3 a part of COGIC, have -- have you been aware of any
4 local member churches leaving COGIC, not asking if
5 you've been involved in it, are you aware of that
6 happening?
7 A Have I been aware of any local member
8 church? The question is so broad, I don't know what
9 you mean when you talk about any local member church.
10 Are you talking about in the jurisdiction
11 I'm in? I can only speak about the jurisdiction that
12 I'm in and the jurisdiction that I served in which
13 only been two. And I can't give you, other than the
14 ones we talked about here in this case, any issues
15 from the previous jurisdiction I was in that anybody
16 left COGIC.
17 Q I'm not asking you for specifics. But
18 beyond the jurisdictions that you were affiliated
19 with, are you aware of any other local churches
20 outside of your jurisdiction that have left COGIC?
21 A Not that I can think of.
22 Q All right. In the jurisdictions that you
23 have been involved in then, okay, are you aware of any
24 local churches in those jurisdictions that's left
25 COGIC?

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1 A That's the question I just answered, not
2 that I can think of other than the ones that we're
3 talking about and I've already talked about transfers,
4 but leaving COGIC all together, I can't give you any
5 at this time.
6 Can I clarify just a little bit?
7 Q Yes.
8 A When you talk about leaving COGIC, I'm
9 talking about churches that have officially left the
10 Church of God in Christ. And I gave you part of my
11 answer that sometimes churches, they just don't
12 support, they don't attend, they don't come, they
13 don't do reports. They don't do any credentials.
14 That's not officially leaving COGIC.
15 So in that instance, they're just inactive.
16 They just don't do what they should be doing. And I
17 have seen that happen.
18 Q In those cases, what happens to the real
19 property that's owned by the local church?
20 A As far as I know, I can't answer that
21 question because the real properties remains as it is
22 as far as I know. Until the church actually leaves
23 the Church of God in Christ, with my understanding,
24 that's when the issue who owns the real property
25 become a question. And I can't tell you about any

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1 issues that I had with that personally.

2 **Q Have you ever filed a lawsuit either on**

3 **behalf of yourself or as bishop of the jurisdiction on**

4 **behalf of COGIC against a local church relative to**

5 **issues surrounding the real property?**

6 A Absolutely, you know that. That happened

7 with the BT Bank case and the Bethel Salone Church of

8 God in Christ when you served as counsel, and BT Bank

9 alleged that the church had withdrawn from the church,

10 had left the church, and you know that, the Church of

11 God in Christ.

12 You reminded me of that when we got started

13 with this case when you said to me, "You know who I

14 am" and I told you, "I don't know who you are." And

15 you said, "Well, you will. You will after I explain

16 it to you."

17 You don't remember that conversation when

18 you were interrogating me during the hearing that we

19 had in the temporary restraining -- the injunction.

20 And at the time I couldn't remember, but on

21 reflection you were the attorney of record in the BT

22 Bank's case. And that case involved BT Bank's

23 chairman of the Board of Trustees, the pastor had

24 died. I just -- a few months of prior to me becoming

25 the pastor of the church -- the bishop of the

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1 jurisdiction. And I received a letter from the BT

2 Bank, pretty much like I got a letter from you saying

3 that the church left COGIC. And I responded by

4 saying, "No, you can't do this. You have to go

5 through this procedure." But we were able to solve

6 that issue. We were able to mediate that issue. In

7 fact, I got a copy of that mediation agreement

8 somewhere in my records that you signed off on knowing

9 that we were higher up in the church, knowing that

10 there are procedures that you have to go through in

11 order to withdraw from the Church of God in Christ.

12 As an incoming bishop, that's all I knew of

13 the rules, and I asked that the rules be followed.

14 Never in a hateful, spiteful, negative demeanor. But

15 as a bishop, one of the things that I had agreed to

16 when they consecrate me -- before they consecrated me,

17 I was going to protect the people and properties of

18 the Church of God in Christ. In fact, that was in the

19 oath of office and I took it seriously.

20 When I got that letter, I contacted the

21 general counsel at the time and took the appropriate

22 action because -- and, in fact, I got an arrest

23 warrant one of the few times. I never got arrested,

24 but I got an arrest warrant here out of Escambia

25 County from that situation because he said that I come

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1 into the church when I actually conducted my little

2 session on the sidewalk outside the church.

3 But I got an arrest warrant in the mail and

4 so from that perspective, same thing in your

5 perspective, I realized that in order to do my job,

6 that I had to take the appropriate action and that's

7 what I did. And we ended up filing that complaint,

8 and we ended up with a good outcome.

9 So I have had that experience with somebody

10 trying to leave the Church of God in Christ without

11 going through the procedure, the proper procedure.

12 **Q Do you have any reason to believe that I**

13 **had anything to do with that arrest warrant?**

14 A I didn't say you have --

15 **Q I know you didn't say it. I'm just asking.**

16 A I got an arrest warrant. I remember people

17 -- I've been accused of a lot of things, but my

18 approach is always, I'm going to do what I believe is

19 legal and right, biblically, spiritually and legally.

20 And when I showed up at the church that day, I was met

21 by an officer, police officer here in Escambia County

22 saying that he had told them that I shouldn't come in.

23 I didn't go in, but I was out on the

24 sidewalk and said, if any of the members want to come

25 out and talk with me they can, which is what they did.

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1 And I conducted my activity there, got in my vehicle,

2 and went home. Two or three days later, I received a

3 warrant from the Escambia County Sheriff's Office.

4 I don't think you had -- I don't know who

5 had anything to do with it other than the person who

6 was claiming he was the -- in charge of the church.

7 And on that day, and I'm a pretty

8 straightforward person, I remember when I received

9 that arrest warrant in the mail, I called the

10 sheriff's office because I thought it was a mistake.

11 How can you arrest a bishop for going into the church

12 that he's now the pastor of since the pastor died?

13 And they explained to me, "Well, we have

14 this warrant for your arrest, and you should come on

15 down and turn yourself in." I said, "No, ma'am. I'll

16 come down and go to jail, but I'm not" -- "no, we're

17 not going to put you in jail. We want to process you

18 and you can go home and you won't have to stay in

19 jail." I said, "No, I think everybody in this county

20 needs to know that the penalty for going to church

21 when you're the bishop and pastor of the church that

22 you can go to jail." And I said, "I'll come, but I'm

23 going to command that you lock me up." They said,

24 "We're not going to do that." I said, "If you're not

25 going to do that, I'm not going to come and turn

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1 myself in." I turned it over to the attorney who
2 again made the Court aware that I couldn't be
3 trespassing because I'm the pastor of a church.
4 And the trespass warrant was vacated or
5 dissolved, or whatever. It was never -- I was never
6 arrested, but I went through that. That was 2011.
7 **Q Other than that case and, of course, the**
8 **present case, have you ever filed a civil lawsuit**
9 **against a local church or pastor relative to the**
10 **property?**
11 A Not that I can recall relative to the
12 property. Again, I think we had an issue in
13 Monroeville, Alabama regarding that issue. And,
14 again, it was -- they initiated the action, again,
15 about locking me out of the church. In fact, we ended
16 up in court over that issue. But it was about -- at
17 that time who was in charge of the local church, not
18 about the local church property. I think, I have to
19 go back and review -- you're going back into the years
20 right now and it's getting late.
21 **Q Does the Presiding Bishop, in this case, is**
22 **it still Bishop Sheard? Is he still the Presiding**
23 **Bishop or -- am I messing up the names, Bishop Sheard?**
24 A Yes.
25 **Q Okay. What is Bishop Thuston's position?**

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1 A He's the chairman of the General Assembly.
2 **Q And Bishop Sheard is the Presiding Bishop.**
3 **Okay. So does the Presiding Bishop have the authority**
4 **to remove you as Jurisdictional Bishop?**
5 A Does the Presiding Bishop have the
6 authority to remove me?
7 **Q Yes.**
8 A Under certain circumstances.
9 **Q What would those circumstances be?**
10 A It would have to be something very rare and
11 unusual based on the rules of our church. If I
12 committed some egregious crime and was at the point of
13 possibility of endangering the national church in some
14 way. He can -- he cannot remove me. He can
15 temporarily suspend me. The Presiding Bishop cannot
16 remove a Jurisdictional Bishop.
17 **Q Okay.**
18 A But he can suspend me from office.
19 **Q And is it accurate that the General**
20 **Assembly would be the body that would have the**
21 **authority to actually remove the Jurisdictional**
22 **Bishop?**
23 A Absolutely not. The General Assembly does
24 not have the authority to remove the Jurisdictional
25 Bishop.

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1 **Q Okay. If the Presiding Bishop doesn't have**
2 **the authority and the General Assembly doesn't have**
3 **the authority, which individual or governing body**
4 **within COGIC does have the authority to remove a**
5 **Jurisdictional Bishop?**
6 A As spelled out in the rules of our church,
7 it would be the Board of Bishops.
8 **Q And I take it, there's a detailed procedure**
9 **that would have to be followed?**
10 A There are procedures that must be followed.
11 In fact, as you know, your clients have been involved
12 in at least two complaints trying to have me removed
13 from the Jurisdictional Bishop based on this case.
14 **Q And are those procedures that have to be**
15 **followed, are they in the official manual or the Book**
16 **of Amendments?**
17 A They're in the official handbook for the
18 Church of God in Christ, the manual, of course.
19 **Q According to the official manual, does the**
20 **general counsel of COGIC have the authority to remove**
21 **a pastor from a local church?**
22 A You have to talk with the general counsel
23 about what his job description and specific duties
24 are. I can't tell you what his specific duties are.
25 **Q Okay. My question was meant to be,**

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1 **according to your knowledge of the official manual and**
2 **the Book of Amendments, does the general counsel have**
3 **the authority to remove a local pastor from a local**
4 **membership?**
5 A Again I cannot speak to the authority of
6 the general counsel. That's a question that you would
7 have to ask the general counsel. As I explained with
8 the Presiding Bishop here, circumstances under which
9 the Presiding Bishop, some extraordinary circumstances
10 under which the Presiding Bishop may take immediate
11 action.
12 Same thing with me as a Jurisdictional
13 Bishop over a jurisdiction, I can't tell you what the
14 general counsel can do in terms of extraordinary
15 circumstances. He's the best person to answer that
16 question.
17 **Q That would be Mr. Saffold?**
18 A Whoever the general counsel is.
19 **Q Do you have knowledge, as we sit here**
20 **today, who the general counsel is of COGIC?**
21 A I know who the current general counsel is
22 in the Church of God in Christ, that's Jonathan
23 Saffold.
24 **Q Does the general counsel for the church**
25 **have the authority to stop a local church from**

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1 **transferring from one jurisdictional district to**
2 **another?**

3 A Again, you have to ask the general counsel,
4 but there's circumstances under which either the
5 General Assembly, the Board of Bishops or the
6 Presiding Bishop or the chairman of the General
7 Assembly, you don't know or you pretend like you don't
8 know, the general counsel acts on behalf of the
9 General Assembly, the General Board, and the Presiding
10 Bishop. So whatever authority he may be granted along
11 with the General Assembly, that would be in his lane
12 and not in my lane. That's a question that you have
13 to ask the general counsel.

14 Q **Has anyone in your jurisdiction ever**
15 **requested that you be removed as Jurisdictional**
16 **Bishop?**

17 A I just told you that. Your clients asked
18 that I be removed as a Jurisdictional Bishop.

19 Q **Other than my clients, has anyone within**
20 **your jurisdiction ever asked that you be removed as**
21 **Jurisdictional Bishop?**

22 A Other than the complaint initiated and
23 involving your client and his friends and their
24 associates, no one else in my jurisdiction has ever
25 asked -- well, let me take that back because I can't

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1 go back to 2011 before I even got to be a
2 Jurisdictional Bishop good. There's a lady named
3 Stella Stallworth who was a supervisor who also
4 submitted a complaint, pretty similar to some of the
5 stuff your clients included, asking that I be removed,
6 but that request was appropriately dealt with by the
7 Church of God in Christ like all complaints.

8 I'm the Jurisdictional Bishop. You can
9 bring a complaint against me tomorrow and file it with
10 the national church claiming that I didn't answer your
11 question. There's a procedure and I would have to
12 respond to that process.

13 So there's been two complaints, in addition
14 to the current complaint that I'm aware of that your
15 client most recently filed accusing me of a whole lot
16 of things that I'm not.

17 (The document was marked for identification
18 as Defendants' Exhibit G.)

19 BY MR. JOHNSON:

20 Q **I am going to hand you what I've premarked**
21 **as Exhibit 6 (sic), and I'm going to represent to you**
22 **that it's true and correct photocopies of pages 13**
23 **through 19 of the official manual. Just take a look**
24 **at that for me for a second and tell me if you're**
25 **familiar with it.**

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1 A I am familiar with it, as it is an excerpt
2 from the official manual of the Church of God in
3 Christ.

4 Q **Okay. All right. And I want to direct**
5 **your attention to page 15, paragraph number 5, and**
6 **certainly I'm not going to ask you to read it into the**
7 **record, but I would like for you to at least read it**
8 **to yourself and then I've just got a quick question**
9 **about it.**

10 A Okay. I'm familiar with what it says.

11 Q **Okay. Am I interpreting this correctly**
12 **that in order for a local church to withdraw or sever**
13 **its relations with COGIC, it has to have the**
14 **permission of the General Assembly?**

15 A Ask your question again, because I think
16 I've already answered your question really. Ask it
17 again.

18 Q **It'll be much quicker for you if you just**
19 **answer it again. But I'll -- I don't think I asked**
20 **this, because this is the first time I pulled out this**
21 **exhibit.**

22 **According to paragraph 5, isn't it accurate**
23 **that a local church that's been issued a certificate**
24 **of membership shall not have the legal right or**
25 **privilege to withdraw or sever its relations with the**

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1 **General Church, except by and with the permission of**
2 **the General Assembly?**

3 A That is correct. And I have answered your
4 question before because I think my response was that
5 you can't withdraw a local church -- a local church
6 cannot withdraw from the Church of God in Christ
7 without going through the General Assembly.

8 However, I want you to understand the
9 language. The language doesn't say that a church
10 cannot withdraw or do a dissolution or whatever your
11 clients attempted to do. It says, shall not have the
12 legal right to sever. That local church can't sever
13 its relationship with the Church of God in Christ.
14 This is talking about what the local church can and
15 cannot do. Legal right.

16 Now, they can declare they're no longer
17 COGIC and claim that they're part of China or part of
18 Trinidad Law Firm. We can't stop them from making
19 those kind of declarations, but in terms of the rules
20 of our church, the only way they can do that is
21 through the General Assembly of the Church of God in
22 Christ.

23 Q **And in this particular case, has the**
24 **General Assembly provided permission for this**
25 **particular local church to sever its relationship or**

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1 **withdraw from COGIC?**
2 MR. GANT: Object.
3 A That's not correct. Definitely there's now
4 what -- I'm not aware of anything like that that the
5 General Assembly has provided. You're talking this
6 local church?
7 BY MR. JOHNSON:
8 Q **That's what I'm asking.**
9 A To sever the relationship?
10 Q **I'm not talking about him, Pastor Watts.**
11 **I'm talking about the local church.**
12 A Which local church?
13 Q **The local church that we're commonly**
14 **referring to as Westside Church of God -- Westside**
15 **Ministry, Inc.**
16 **By the way, okay, that's why I'm trying to**
17 **clarify early on so we're not having semantics**
18 **problem.**
19 MR. GANT: I object.
20 MR. JOHNSON: How would you -- can I finish
21 my thought?
22 MR. GANT: Please.
23 MR. JOHNSON: Okay.
24 BY MR. JOHNSON:
25 Q **I think it would be helpful that we're not**

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1 **arguing semantics over the name of the church. I'm**
2 **aware that your contention is that you're the pastor**
3 **of the church that I believe corporately is called**
4 **Westside Church of God in Christ of Escambia County,**
5 **Florida, Inc. I think that was the correct corporate**
6 **name of the church before the attempted dissolution.**
7 **And I'm also aware that there's another**
8 **church that you started at the onset or part of the**
9 **initiation with litigation, a very similar name, and**
10 **I'm also aware that the -- that COGIC through their**
11 **general counsel demanded that Pastor Watts' church**
12 **change its name and they complied and did change that**
13 **name, which also, of course, has the name Westside**
14 **Ministry in it.**
15 **For that reason, and just so the record is**
16 **clear and we're all talking about the same church, I**
17 **would like to use the term Westside simply to refer to**
18 **the church that Pastor Watts pastored or pastors. And**
19 **I understand it's a bone of contention for you, but**
20 **may I just use the term Westside?**
21 A You can use the term Westside to refer to
22 the church that Pastor Watts used to pastor. I'm the
23 pastor of any church located at 51 Marshall Lane,
24 whether you call it Westside Ministry, Inc. Church of
25 God in Christ, Westside Church of God in Christ.

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1 I'm also the pastor of any church located
2 at 2313 G Street, whether you call it Westside Church
3 of God in Christ or Westside Ministry Church of God in
4 Christ.
5 And for the -- for the first part of your
6 question, in terms of the Church of God in Christ
7 allowing anybody to sever its relationship, the Church
8 of God in Christ did not and has not allowed Westside
9 Church of God in Christ, Westside Ministry, Inc. --
10 Ministry, Inc, Church of God in Christ to sever any
11 relationship with the Church of God in Christ.
12 That's why we're here now. I'm the pastor
13 of those churches. The minute he resigned or
14 attempted to dissolve or sever that relationship, he
15 crossed the line and gave up his position, voluntarily
16 gave it up based on your letter and his stuff that he
17 put in the record.
18 So whether you call it Westside, whether
19 you call it Westside Ministry, Inc., whether you call
20 it Westside Church of God in Christ, whether it's 51
21 Marshall Lane, 2313 North G Street, and the property
22 1100 Yonge Street, Bishop Willie C. Green is the
23 person in the Church of God in Christ who has the
24 authority on all three of those pieces of the
25 property.

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1 The issue now is what is the Court going to
2 rule. The Church of God in Christ is very clear.
3 There's one pastor. For peace sake, he can continue
4 to preach over there on Sundays until the Church of
5 God in Christ says to me, "Bishop Green, we need to go
6 ahead end all of this now and just let the Court
7 decide this matter."
8 But I'm trying to be peaceable. I'm trying
9 to make sure that we're all able to get along because
10 they have -- and you saw that, and I know you have it
11 as well, they have such animus towards me. They say
12 things about me that are not true.
13 If I'm reading all of their body language
14 correctly, they really hate Bishop Willie C. Green,
15 but I love them. And were it not for me, they
16 wouldn't be having church over there on 51 Marshall
17 Lane right now. That's totally under my authority in
18 the Church of God in Christ. And it's going to stay
19 that way until this case is resolved or until we come
20 to a decision that I need to go over and take control
21 of that facility.
22 As you know, the Court has already given us
23 that authority. The Court has already given us the
24 authority to conduct services at 51 Marshall Lane and
25 at 2313 G Street. But because of incidents and

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1 accusations back and forth, I'm not interested in any
2 more foolishness. I want to get this resolved.
3 And when it's resolved, we're going to do
4 exactly what the Court orders. And so you can call
5 him whatever you want to call him as it relates to 51
6 Marshall Lane. You can call him Pastor Watts. I love
7 him and I respect him. He's not the pastor of any
8 COGIC church located at 51 Marshall Lane. I am.
9 **Q All right. And was it not proclaimed at**
10 **the April 2022 General Assembly that he was fully**
11 **restored?**
12 MR. GANT: I object to the question
13 regarding a mediated situation as confidential as
14 I've done before.
15 Any question to my client involving --
16 involving those issues and that nature, I object
17 to as confidential or enough asking questions.
18 MR. JOHNSON: It's your position that
19 everything that was said and done at the 2022
20 General Assembly is confidential or just the
21 pieces you want to be confidential?
22 MR. GANT: The nature -- it was given as a
23 result of a mediated process between your clients
24 and Church of God in Christ. Admission --
25 requested by your client. Okay. So in that

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1 regard, my client maintained their
2 confidentiality of those proceedings.
3 Secondly, negotiations of this nature in a
4 civil suit, clearly civil, as I -- as I -- is
5 amissible, amissible (sic) you may not know but
6 it is...
7 THE STENOGRAPHER: It's admissible?
8 MR. GANT: Inadmissible. Inadmissible --
9 Sorry to say it like that. But it's inadmissible
10 by rule. It's my position, and you can go from
11 there.
12 MR. JOHNSON: Is it your position that I
13 can only talk about admissible evidence during
14 the course of a discovery deposition?
15 MR. GANT: What I'm saying now at this
16 point in time, it's come to my thought to phrase
17 your line of questioning, it's almost very
18 frivolous. I think the Court cannot very -- take
19 a very likable attitude to what -- frivolous
20 questions at all, whether a trial or deposition.
21 You're prolonging the process. You're
22 increasing the cost of litigation by frivolous
23 questions. And also as an officer, if you want
24 to take it to the judge you can. I mean, it's
25 clear and only because you've been so -- so -- so

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1 redundant in your approach to your questions, so
2 redundant and as I say frivolous.
3 In the time it takes and it costs your
4 client and my client also, and your attempt to
5 be -- and you attempt to be redundant or
6 frivolous and raise issues not before the court,
7 not my complaint or your response to my
8 complaint.
9 So in terms of litigation -- cost incurred
10 for litigation, frivolous, and the reason I
11 stated before in that regard, I'll instruct my
12 client not to answer these questions along those
13 lines.
14 MR. JOHNSON: Okay. All right. Are you --
15 because I'm trying to resolve this, are you aware
16 that the General Assembly in April of 2022 was
17 broadcast on the Internet?
18 MR. GANT: No, I was not.
19 MR. JOHNSON: Okay. All right then. All
20 right.
21 MR. GANT: By my client?
22 MR. JOHNSON: I didn't say by your client.
23 I'm saying my understanding is if it was on the
24 Internet. I don't -- you know, but I don't know
25 anything about your policies and procedures which

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1 I've made abundantly clear today.
2 MR. GANT: Were you part of the broadcast,
3 Mr. Johnson? Were you part of the broadcasting?
4 MR. JOHNSON: I don't know anything about
5 it.
6 MR. GANT: You said it happened. Were you
7 part of the process of getting it broadcasted on
8 the Internet?
9 MR. JOHNSON: No.
10 MR. GANT: Okay. Just speculating, just
11 guessing here.
12 MR. JOHNSON: All right. Fair enough.
13 BY MR. JOHNSON:
14 **Q Oh, you mentioned that you were the pastor**
15 **at whatever church was having services at 51 Marshall**
16 **Lane or at 2313 G Street and/or 1100 West Yonge**
17 **Street, correct?**
18 A That is correct. I'm in charge of 1100
19 West Yonge Street.
20 **Q Okay. What's the name of the church having**
21 **services at 51 Marshall?**
22 A Whatever church is over there that you're
23 alleging that your client is the pastor of. I'm in
24 charge of that church over there. Whoever is having
25 service, I'm the pastor of the church as far as COGIC

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1 is concerned.

2 If it has the COGIC name, I'm the only

3 pastor recognized by the Church of God in Christ

4 operating at 51 Marshall Lane.

5 Q Okay. I want to ask you the same question

6 regarding 2313 G Street. What is the name of the

7 church that's having services there?

8 A Same answer.

9 Q Okay. All right. Whoa, the name of the

10 church is the same answer?

11 A Whatever the church's name, I'm the pastor

12 in charge of the services over there.

13 Q You're the Jurisdictional Bishop over that

14 church, right?

15 A Absolutely.

16 Q You don't know the church's name?

17 A And the pastor of whatever is going on over

18 there because that's the way our constitution is

19 written.

20 Q Okay. So --

21 A Until I appoint someone.

22 Q So you're the pastor and the Jurisdictional

23 Bishop over that church, but your testimony today is

24 that you don't know the church's name?

25 A That's not my testimony.

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1 Q Well, I'll ask you again, what is the name

2 of that church?

3 A Which church are you referencing?

4 Q The one that's conducting services at 2313

5 North G Street?

6 A Westside Church of God in Christ.

7 Q Is that the corporate name?

8 A It's Westside Church of God in Christ,

9 that's the name of the church that's operating at 2313

10 G Street.

11 Q How many members?

12 A I can't tell you, didn't -- haven't been

13 there in the last few days.

14 Q Well, but you certainly have an idea of how

15 many members are in the church, don't you?

16 A I can't tell you. The membership changes

17 and fluctuates who was a member last week and not this

18 week. So I can't tell you.

19 Q Is it more than ten?

20 A You're going to make me give you an answer.

21 My answer is the same, you asked and I answered it.

22 Q Well, you're the pastor and the

23 Jurisdictional Bishop over the church, correct?

24 A That is correct.

25 Q But you don't know how many members are in

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1 there?

2 A Absolutely not.

3 Q Okay. Tell me about the Board of Trustees,

4 who is on it?

5 A The Board of Trustees at this time is still

6 in -- influx, I've not -- we had a Board of Trustees.

7 We had to -- by rule, we got to have a minimum of

8 three to five members on our Board of Trustees. Only

9 two members remaining at this point that I know that's

10 on the Board of Trustees. So the answer to that

11 question at this time is influx.

12 Q What is the maximum amount of members that

13 were on the Board of Trustees?

14 A I can't tell you that. That's also written

15 in the official manual. There's a limit on the total

16 number, but I can't tell you just from my own

17 knowledge.

18 Q I mean, what was the maximum number of

19 Board of Trustee members at the church that's having

20 services on G Street?

21 A Three, I believe. Five. Listen, I'm not

22 sure at this point. It's either three or five. I

23 have to go back and look at it.

24 Q Okay. And who is conducting the services

25 over there?

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1 A I'm in charge of conducting the services,

2 but I delegate it to whoever I may choose to do so.

3 Q Who is conducting the services there?

4 A I am, but I delegated whoever I chosen to

5 do so.

6 Q Who conduct -- when do the services happen,

7 on Sundays?

8 A The service happen on Sundays and any other

9 time that they choose to conduct services.

10 Q Were services conducted last Sunday?

11 A I wasn't there. I can't tell you.

12 Q When was the last time that you are aware

13 that they conducted services at G Street?

14 A I'm aware that they conduct services all of

15 the time. I can't tell you exactly what is going on

16 at any particular service because I'm not there.

17 Q Who did you approve or appoint to conduct

18 services there?

19 A I'm the person that conducts services. I

20 assign others under my authority just like I do with

21 Westside.

22 Q Who have you assigned to conduct services

23 at 2313 G Street?

24 A Not a relevant question.

25 Q It's really not for you to determine what

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1 is relevant, Bishop Green. Okay. It's just not --
2 like you said, it's not in your lane. I'm going to
3 ask you the question again. Who have you assigned --
4 A Make me answer the question.
5 Q Well, I'm asking.
6 A I've already given you my answer.
7 Q I'm going to ask you again.
8 A You can ask me 100 times, the answer is
9 going to be the same.
10 Q Who have you assigned to conduct services
11 at 2313 G Street?
12 MR. GANT: Object, asked and answered.
13 BY MR. JOHNSON:
14 Q If he's answered it, what was his answer?
15 MR. GANT: At one point Paul Reed.
16 BY MR. JOHNSON:
17 Q At what point -- at what point did it
18 become somebody else?
19 MR. GANT: Before lunch.
20 A May I interject? You can take all the time
21 you want but at five o'clock, I will be done for today
22 and you can reschedule for another day. I got another
23 appointment. You can take all the time you want.
24 BY MR. JOHNSON:
25 Q I understand. Thank you very much for

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1 allowing me to take my time.
2 Do you recall General Counsel Saffold
3 making remarks at the session in April of 2022?
4 A Do I recall him making any remarks?
5 Q Yes.
6 A I do recall him speaking. I can't tell you
7 exactly what he said during the recalled meeting of
8 2022.
9 Q And do you recall him making any remarks
10 relative to the issues in dispute between yourself and
11 the defendants?
12 MR. GANT: Same objection I imposed
13 earlier. The content of the negotiation between
14 the parties, Mr. Watts and his church and COGIC
15 in Tennessee is confidential. Same objection.
16 MR. JOHNSON: Are you instructing him not
17 to answer?
18 MR. GANT: It's of the nature of -- the
19 negotiation between Watts and COGIC, yes, I am.
20 If his response is going to be what occurred --
21 what was discussed between Watts and COGIC, yes,
22 I am.
23 MR. JOHNSON: Okay.
24 MR. GANT: If your question elicits some
25 other kind of response, then no.

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1 MR. JOHNSON: Okay.
2 BY MR. JOHNSON:
3 Q Have you asked anybody within COGIC to
4 remove Pastor Watts from Westside?
5 A No, I have not had to ask anybody to remove
6 Pastor Watts from Westside. Pastor Watts removed
7 himself via his resignation and the letter that you
8 sent me in February of 2021.
9 Q Do you recall Chairman Thuston stating that
10 Westside and Pastor Watts never completed the process
11 to leave COGIC?
12 A No. That's -- that's not what I recall
13 Bishop Thuston making a statement. If I'm allowed to
14 answer, I can tell you what I recall --
15 Q Yes.
16 A -- Bishop Thuston said. Bishop Thuston
17 said, using some of the language out of the
18 constitution, that Westside never completed the
19 process of legally withdrawing from the Church of God
20 in Christ. He said nothing, to my recollection, about
21 Pastor Watts. And I know it's been publicized out
22 there in social media and Facebook. And, in fact,
23 somebody was spinning a video, an audio out there, but
24 I advised everybody who wants to know the facts of
25 what Bishop Thuston said to watch the video and listen

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1 to it. It may not be authentic, but I was there,
2 Bishop Thuston, to my knowledge, said nothing about
3 Pastor Watts never completing the process. He
4 resigned. That was the end of his process. He didn't
5 have to do anything else.
6 Once he resigned and submitted that letter,
7 he was out of COGIC from that day forward and he's
8 still out of COGIC.
9 Q Why was he invited to the General Assembly
10 in April of 2022 then?
11 A You would have to ask the people who
12 invited him. I didn't invite him. I was not invited.
13 I went as a delegate, as a Jurisdictional Bishop.
14 Q To your knowledge, who invited him?
15 A Don't know. I didn't even know he was
16 there until they called him up on stage or whatever
17 they called him up -- or whoever called him up.
18 Today, I really don't know who called him up on the
19 stage, but I can't tell you who invited him there. I
20 didn't.
21 Q Is --
22 A May I say this? You should know because
23 you're the one -- you're the one who sent a letter to
24 the Church of God in Christ requesting that he be
25 given an opportunity for special clemency, not just

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1 clemency because he resigned.
2 You're the one that wanted the church
3 reinstated or give them an opportunity to follow the
4 appropriate -- the appropriate rules, as I remember
5 your letters that I'm familiar with, the letter that
6 you sent to Bishop Thuston and to Bishop Sheard in
7 January or February of 2021 -- 2022. This was at your
8 and Pastor Watts' request. Nobody sent me a letter.

9 **Q Do you know -- do you know -- do you know**
10 **who invited him to go though? I recognize --**
11 MR. GANT: I object.
12 MR. JOHNSON: Hold on.
13 MR. GANT: Objection and asked and
14 answered.
15 MR. JOHNSON: Okay. So he doesn't know,
16 right?
17 BY MR. JOHNSON:
18 **Q Is that right, you don't know who invited**
19 **him?**
20 A I told you I don't know.
21 **Q Okay. Okay.**
22 A But I know why.
23 **Q Okay. Oh, why was he invited?**
24 A Because it's a dead end in the courts.
25 They were again trying to go around and try to come

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1 back into the Church of God in Christ after they had
2 gotten adverse rulings from the court. And now
3 they're still at it in my opinion.
4 Once again, we are doing this, when all
5 they have to do and all we have to do is follow the
6 ruling of this Court and continue this process until
7 this case is resolved. That's where I am, and I
8 believe that's where they ought to be. To be now
9 claiming that they are -- this is some type of
10 internal dispute between COGIC and COGIC members, an
11 ecclesiastical matter, that's not what this lawsuit is
12 about. That's not what you filed. That's not what
13 they filed.
14 So what I've said either we settle it, try
15 as he told you -- we tried to settle this. It didn't
16 work, so now we're back here, and I'm at, at this
17 point, where I'm saying let the Court reach its
18 conclusion and let's not play these games on videos
19 and Facebook and Moses Tyson, Jr. and King Jives or
20 whoever these people are that your folks are playing
21 to.
22 Let's do what we need to do. If we're
23 going to sit down and talk about resolving this issue,
24 we can do that. We can do that, but we're not going
25 to get anywhere with these games, and -- and what

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1 you're trying to date. It's just not going to work.
2 We're going to be subject to the law of the
3 State of Florida if that's where you all want to stay.
4 The Church of God in Christ has already made its
5 ruling in this case, and I am the person that is in
6 charge of the properties. So we can continue this.
7 And I'm trying to get to the heart of whatever issues
8 you may have with me, because I don't want to be
9 procrastinating in any way whatsoever.
10 I really need to be out of here by a
11 certain time. You're dragging this on. Questions
12 that you're asking are not relevant. If you want to
13 ask me what Saffold said, Saffold submitted an
14 affidavit to this Court, and you either take his
15 affidavit or you ask him, but you shouldn't be asking
16 me what Saffold said.

17 **Q Well, I've been trying to set Mr. Saffold's**
18 **deposition because that's the only way I can ask him,**
19 **and your counsel is objecting to that.**
20 MR. GANT: He's my client.
21 MR. JOHNSON: Who is?
22 MR. GANT: Saffold.
23 MR. JOHNSON: Okay.
24 MR. GANT: Saffold.
25 MR. JOHNSON: Okay, he's retained you

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1 personally?
2 MR. GANT: COGIC has. He works for COGIC.
3 MR. JOHNSON: I understand, but --
4 MR. GANT: Not now, not now.
5 MR. JOHNSON: No, we are going to do it
6 now.
7 MR. GANT: No, we're not.
8 MR. JOHNSON: It's my deposition. Okay.
9 Your client has multiple times today told me I
10 had to get information from Mr. Saffold.
11 MR. GANT: Not true.
12 MR. JOHNSON: Okay. Fine.
13 BY MR. JOHNSON:
14 **Q Okay. If Pastor Watts is no longer**
15 **affiliated with COGIC, why did they accept his**
16 **pastoral report and his payment?**
17 MR. GANT: I object. You're asking my
18 client to discuss inner church workings and
19 religious requirements of pastors and elders,
20 totally outside of this Court's jurisdiction.
21 It's been promulgated by judge -- the judge in
22 this case. Those type of things are improper.
23 It's -- it's outside the jurisdiction and you
24 know that. Well, outside of the jurisdiction.
25 MR. JOHNSON: Discovery deposition.

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1 MR. GANT: Not as far as outside of the
2 jurisdiction of the court it's not.
3 MR. JOHNSON: Are you instructing him not
4 to answer that question?
5 Come on, let's make a record and get on
6 with it. Either you are or not.
7 MR. GANT: Yes, I am.
8 MR. JOHNSON: You're instructing him not to
9 answer.
10 MR. GANT: Mr. Johnson, let me say for the
11 record, my client has a schedule he needs to
12 keep. He stated he has a schedule he needs to
13 keep. So in the sake of civility, if you can
14 accommodate his schedule, I'd appreciate it. If
15 you need to recall him at another time, total of
16 convenience that's fine, but as to today's
17 deposition, actually we need to comply with his
18 request.
19 MR. JOHNSON: I'm sorry?
20 MR. GANT: The five o'clock request.
21 MR. JOHNSON: Absolutely. Absolutely. I
22 mean, if we could agree to reconvene at a
23 mutually convenient time we can end it now if you
24 want. It might be a good breaking point. What
25 would you like to do?

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1 MR. GANT: How much further you got to go,
2 how much longer do you think, Mr. Johnson?
3 MR. JOHNSON: At this rate another day.
4 MR. GANT: I can't agree to another day,
5 but we can reconvene for you to wrap up, sure,
6 but the length of time, I cannot agree to that.
7 MR. JOHNSON: I'm not asking you to agree
8 to it. You asked me how much time I had left,
9 and it may not be a full day but definitely
10 several hours. In other words, I would not --
11 I'm not asking anybody to stay after five. I
12 don't know where you got that impression. I've
13 never said anything about staying after five.
14 I'm sure everybody in this room has someplace
15 they would like to be. Okay.
16 And I've got no problem stopping at five.
17 I don't even have any problem stopping now if
18 that's what you want. I just don't want you to
19 come back and say, hey, Johnson stopped and
20 didn't have any other questions.
21 As long as that's not going to happen, we
22 can stop right now or we can go to five and stop.
23 It doesn't matter to me. I'm just offering to
24 you now is kind of a good place to stop I
25 suppose. I don't even know what time it is. Are

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1 we close to five?
2 THE VIDEOGRAPHER: It's 4:31.
3 MR. JOHNSON: Really it's up to the two of
4 you. I can ask questions for 30 more minutes,
5 but we're definitely going to have to reconvene.
6 And I understand you may oppose that, but I've
7 got several hours worth of questions.
8 THE WITNESS: Go another 30 minutes, that's
9 it for me.
10 MR. JOHNSON: Okay. Yeah, we all want to
11 leave at five, Bishop.
12 THE WITNESS: Go ahead.
13 MR. JOHNSON: Not just you. Okay. We all
14 do. All right.
15 THE WITNESS: And I want to be clear, Mr.
16 Gant. He can do what he wants to do to try to
17 set another deposition. I consented to this. It
18 was an all day deposition, and I've done that.
19 Not going to be too agreeable to another one, so
20 let's go.
21 BY MR. JOHNSON:
22 **Q So we're going to let the record reflect**
23 **that -- that if we continue this deposition, and I**
24 **have more questions, you're going to refuse to attend?**
25 A I want your record to reflect that you have

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1 wasted a lot of time. I was here at 9 o'clock. I'm
2 still here at 4:31. You wasted several hours of time
3 asking questions that were totally irrelevant that
4 could have been used asking questions that are
5 relevant to this case.
6 So my position is that I made myself
7 available, and I sat all day. I rearranged my
8 schedule and I'm not going to try to accommodate you
9 any time soon because I have other things on my
10 calendar that I must take -- pay attention to. So I
11 set this day aside for this, just for you. And so you
12 wasted this time.
13 **Q Okay.**
14 A And that'll be my position with the Court,
15 you wasted this time.
16 **Q Okay. Fair enough.**
17 (The document was marked for identification
18 as Defendants' Exhibit H.)
19 BY MR. JOHNSON:
20 **Q All right. I'm going to present to you**
21 **what we've marked as Exhibit H. I ask you to take a**
22 **look at that and let me know if you recognize it.**
23 A Don't know what this is.
24 **Q Do you recognize this as, the lack of a**
25 **better word, a screenshot of the ARC system; is that**

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1 correct? Is this an ARC system?
2 A Yes.
3 Q Okay. Does that appear to you to be a
4 screenshot of an ARC system screen relative to Kenneth
5 Watt, Sr.?
6 A Not to me.
7 Q Oh, what about it leads you to believe that
8 it is not a screenshot from the ARC system?
9 A Because it doesn't look like any shot that
10 I would have seen from the ARC system. To me, this is
11 a hearsay document. I don't know what it is. I've
12 never seen anything like that.
13 Q Well, that's why I asked you if you've ever
14 seen it before.
15 THE VIDEOGRAPHER: Could you move your
16 microphone up? It slipped down. There you go.
17 Thank you, sir.
18 MR. JOHNSON: Sure.
19 BY MR. JOHNSON:
20 Q If you're unable to identify this for us,
21 whom would you suggest we ask if this was, in fact, a
22 screenshot from the ARC system?
23 A It's not my job to tell you who you can
24 identify, but if it were me, I would be asking the
25 person who took the screenshot.

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1 Q Well, my question is to -- I understand
2 it's not your job. But nevertheless, because you are
3 obviously the representative of COGIC in this lawsuit.
4 And so as the representative of COGIC in this lawsuit,
5 I'm asking you who could I direct the question to, to
6 either confirm or deny that this is a screenshot of an
7 ARC screen?
8 MR. GANT: Object. Mr. Green answered the
9 question you posed a second ago, so he does not
10 know.
11 MR. JOHNSON: He said it wasn't his job.
12 MR. GANT: He said that, too. He did not
13 know. Mr. Green -- if you want to know, ask the
14 person that gave you the document. That's what
15 his response was. He did not know. Ask the
16 person that gave the document. That's his
17 response.
18 MR. JOHNSON: He didn't say he didn't know.
19 He said it wasn't his job, and then he told me to
20 ask the person that took the screenshot. I just
21 want to know if he can point me in the right
22 direction.
23 BY MR. JOHNSON:
24 Q I'm not trying to bother you, but, again,
25 we're spending all of this time when it's a simple

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1 answer. If you don't know, that's fine. But if you
2 say, hey, go to the general secretary, that's fine,
3 too. I just need to know.
4 A My answer was you should ask the person who
5 gave you the screenshot. I don't know who you can go
6 to because I don't view this as an authentic record
7 from the ARC system to my knowledge. I don't know
8 where that came from.
9 Q Okay. That's all. Good. Thanks.
10 MR. GANT: Counsel, for the record, the
11 document exhibit, what number was that?
12 MR. JOHNSON: H.
13 MR. GANT: H, it's also hearsay also, not
14 relevant at all even in a deposition environment.
15 And it has no relevancy and is self-serving.
16 (The document was marked for identification
17 as Defendants' Exhibit J.)
18 BY MR. JOHNSON:
19 Q All right. Bishop Green, I hand you what
20 we premarked as Exhibit J, can you take a moment and
21 take a look at that document and take as much time as
22 you need.
23 A I don't need any time. I know what it is.
24 That's what it proposed to show.
25 Q What is the document?

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1 A It's an excerpt from the book that I
2 referred to earlier, the Book of Certified Amendments.
3 Q And this isn't the whole book, right, it's
4 just select pages from the book?
5 A As I said it's an excerpt.
6 Q All right. Do you -- as you can -- as you
7 might notice in the top right-hand corner, it was
8 listed as an exhibit possibly to the complaint, but
9 I'm positive it was filed by you in the case. Do you
10 agree with that?
11 A I do.
12 Q Okay. So do you have in your possession
13 the complete book that these excerpts came from?
14 A Do I have in my possession today?
15 Q That's not what I meant by that. What I
16 meant by asking if you had it in your possession, I
17 meant could you obtain that without undue burden?
18 A Absolutely. If you asked me for a copy
19 today, I could've brought it with me. I have several
20 of them.
21 Q That's all I need to know. Okay. So if I
22 ask your counsel for one formally, you would be able
23 to provide it?
24 A Absolutely.
25 Q Okay. That's all I need to know.

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1 (The document was marked for identification
2 as Defendants' Exhibit I.)
3 BY MR. JOHNSON:
4 Q I'm going to label this next one as Exhibit
5 I, and provide it to you.
6 Bishop Green, I've given you what I labeled
7 as Exhibit I. Can you take a look at it and tell me
8 if you can identify it?
9 A Yes, I can.
10 Q Okay. What is it?
11 A Excerpt from the official manual of the
12 Church of God in Christ.
13 Q In fact, these are the excerpts that you
14 attached to the complaint in the case; is that right?
15 A Yes, sir.
16 Q Okay. All right. And these particular
17 excerpt, is it your position that these excerpts are
18 relevant to the issues in the case?
19 A Which excerpt are you referring to
20 specifically and which issues so I happen to know what
21 you're talking about, because there's several pages
22 here listed.
23 Q Right.
24 A Which page and what is your specific
25 question.

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1 Q Well, my specific question is since you
2 already admitted that you attached these exact pages
3 as an exhibit to your complaint and you signed the
4 complaint as a representative of COGIC, are the
5 policies and procedures as represented by this
6 exhibit, are they relevant to issues in this case?
7 A The policies and procedures that were
8 included in this -- that are included in this
9 attachment relate to how and when a local church can
10 withdraw from the Church of God in Christ. And that
11 is one of the issues, I think, that could -- that is
12 relevant. Not could be, it is a relevant issue.
13 Q Okay. And would you agree with me that how
14 and when a church can withdraw from the Church of God
15 in Christ is a function of and governed by the
16 policies and procedures of COGIC as annunciated in the
17 official manual and the Book of Amendments?
18 A That's not an issue at dispute in this
19 case. In this case, your clients withdraw, dissolved
20 the church in the Church of God in Christ, and I
21 became, according to what you also showed in your
22 previous exhibit, once that happened, the bishop
23 becomes the pastor of that local church and provides
24 supervision.
25 So that's relevant to that extent to show

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1 who is in charge, once a church is -- once the pastor
2 withdraws themselves or what a church must go through
3 in order to legally withdraw from the Church of God in
4 Christ.
5 But as I said to you earlier, anyone can
6 leave the Church of God in Christ, whether legally or
7 illegally, however they choose to go. When this comes
8 down to who is in charge of that church, that's the
9 bishop who is responsible in that jurisdiction.
10 So to some extent, what you're referencing
11 is relevant but it's not the heart of our case at this
12 point. This case is about the other issues in terms
13 of me being the pastor in the Church of God in
14 Christ's property.
15 Q And the -- but you do agree that these
16 portions are relevant to the case, correct?
17 A To some extent. That's why they were
18 attached.
19 Q Very good. All right. And we understand
20 that your position is that you're the boss --
21 A No. My position is, no, I'm not the boss.
22 Q You used that phrase multiple times.
23 A I never used the word "boss."
24 Q I apologize.
25 A You can word search it, if you want.

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1 Q That's fine.
2 A I never used that word.
3 Q All right. That's fine. In charge, was
4 that the phrase?
5 A I have supervisory authority, and when a
6 church is vacant under any circumstances in a
7 jurisdiction, I become the person, the pastor of that
8 church until I appoint another pastor.
9 Q Understood. Okay. So in light of that,
10 wouldn't you agree with me that the issue of who is in
11 charge of that local church and/or of these properties
12 is a function of the policies and procedures as set
13 forth in the official manual and the Book of
14 Amendments?
15 A I don't agree with you in terms of what
16 you -- what you're indicating. The issue about who is
17 in charge of the church, Westside, 51 Marshall Lane,
18 2313 G Street, 1100 Yonge Street, who's in charge,
19 that's an issue that is an issue that has been
20 resolved by the Church of God in Christ. That issue
21 has taken care of itself.
22 When he left, I automatically became the
23 pastor of those churches. That's not an issue for the
24 Court to decide. That's an issue within COGIC. We
25 resolved those issues.

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1 In fact, you've heard from the general
2 counsel, you heard from the leaders of our church in
3 terms of where the -- and the judge already made
4 findings in that regard. That's not the issue here
5 that's at stake about who is in charge of 51 Marshall
6 Lane and who's in charge of 2313 G Street. This is an
7 issue now that has gone beyond those issues because
8 that's settled. Those issues are settled. And so
9 that -- I don't agree with you what you just said.

10 **Q Okay. If it's settled that you're in**
11 **charge of those three properties and of the local**
12 **church, then why is this case still going?**

13 MR. GANT: I object to the question. He's
14 being argumentative with the witness.

15 MR. JOHNSON: I don't mean to be
16 argumentative. I just don't know why we're still
17 here.

18 MR. GANT: Boarding on being frivolous.
19 Your question is frivolous, your questioning.
20 You don't like his answer, that's fine. But he
21 gave an answer, a complete one at that. A
22 complete answer at that. If you don't like how
23 he phrased it, that's unfortunate, but he
24 answered your question, Mr. Johnson, totally, and
25 very well at that. Okay.

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1 MR. JOHNSON: Okay. Thank you for your
2 narrative.

3 MR. GANT: You are welcome, Mr. Johnson.

4 MR. JOHNSON: I appreciate that.

5 (The document was marked for identification
6 as Defendants' Exhibit K.)

7 BY MR. JOHNSON:

8 **Q I want to hand you, sir, what we've**
9 **premarked as Exhibit K. Take a minute and I got just**
10 **a couple of quick questions about it. Can you -- once**
11 **you have a minute, can you tell me if you're familiar**
12 **with it?**

13 A I recognize it as a letter that you sent to
14 Bishop Sheard back in February of 2022 as I believe I
15 indicated earlier on behalf of your clients.

16 **Q That was my question. I know you**
17 **referenced a letter earlier that I had authored to --**
18 **you just said Bishop Sheard, and I think this letter**
19 **was actually to Bishop Thuston, and you were probably**
20 **correct, I sent a nearly identical letter.**

21 A The one that I'm looking at says Chief
22 Apostle, Bishop J. Drew Sheard. This is what this one
23 says.

24 **Q What did I send you, same thing? I had the**
25 **wrong one in front of me then. I'm corrected. But**

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1 **that's the letter you're referring to, correct?**

2 A That's one of the letters, give it back to
3 you. The other letter was a similar letter addressed
4 to Bishop Thuston.

5 **Q Correct. Okay. All I needed to do was**
6 **verify that was what you were referring to.**

7 MR. GANT: Two different Ks, Mr. Johnson.

8 MR. JOHNSON: Sorry?

9 MR. GANT: Two different Ks, exhibits, not
10 the same document.

11 MR. JOHNSON: Oh, okay. Well, this is the
12 original, right? It's addressed to Sheard.

13 Okay. I'll get you a copy of the other one, just
14 let me know.

15 (The document was marked for identification
16 as Defendants' Exhibit L.)

17 BY MR. JOHNSON:

18 **Q I'm going to provide you with what I've**
19 **premarked as Exhibit L.**

20 A It looks like a C to me. You said this is
21 Exhibit L?

22 **Q I'll change it. I'll correct it for you.**
23 **Is that better?**

24 A Yes.

25 **Q Okay. So that's what I've premarked as**

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1 **Exhibit L. Do you recognize it?**

2 A I recognize what this is. It's kind of
3 faded at the top. I can't see much of what the
4 heading is, so I certainly do not recognize this
5 letter. I do not recognize this.

6 MR. GANT: Same objection.

7 MR. JOHNSON: Well, I'd like to give him an
8 opportunity to see if he recognizes my copy if
9 his copy is two pages.

10 MR. GANT: This document was produced as
11 part of the mediation agreement. The terms of
12 the agreement is confidential. It's intended to
13 memorialize those discussions; therefore, it
14 should be excluded. I object to it, any part of
15 the record, even deposition record, if it
16 pertains to these documents of that nature, I
17 object to it adamantly in the record. I think
18 they're self-serving.

19 Counsel knows Bishop Saffold has indicated
20 his position through an affidavit filed in 2023
21 in the court proceedings in this case. It
22 invalidates this letter altogether. Counsel
23 knows that. You know that, Counsel.

24 And now you're trying to present this to
25 Bishop Green to confirm what you know is invalid.

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1 I don't understand that.

2 MR. JOHNSON: Okay. Well, we -- like all

3 lawsuits, parties have a disagreement on certain

4 factual issues. And we don't believe, I

5 understand you do, that you believe this e-mail

6 from Mr. Saffold is invalid, but we don't take

7 that position. So I wanted to know if he had

8 received it. If he's refusing to review it, and,

9 you know, that's fine. That's fine. I don't

10 have any further questions, I mean -- I'm not

11 going to question him on a document he has no

12 familiarity.

13 MR. GANT: Thank you.

14 MR. JOHNSON: I think I shown in the

15 deposition I'm asking questions about things that

16 he says he's familiar with.

17 MR. GANT: Mr. Johnson, your questions are

18 bordering on being frivolous.

19 MR. JOHNSON: What do you mean by

20 frivolous?

21 A Can we just continue? I don't mean to

22 interrupt the two of you in your personal arguments.

23 Really it should be handled privately in my opinion.

24 I would like to get to the questions that you have, my

25 time, your time, his time. They're valuable. So

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1 please ask your next question, please.

2 BY MR. JOHNSON:

3 **Q Just addressing the objections that you and**

4 **your counsel keep putting forth.**

5 (The document was marked for identification

6 as Defendants' Exhibit M.)

7 BY MR. JOHNSON:

8 **Q I didn't put a sticker on this one. I'm**

9 **going to hand you what I premarked as Exhibit M. I'm**

10 **going to ask you if you are familiar with it.**

11 A I recognize it as a document that you have

12 presented. I didn't get a copy of this, and I need to

13 say this because a lot of these things, I see my name

14 copied down there as having received a copy. I did

15 not receive a copy of this document. So I recognize

16 it based on something you presented.

17 **Q I know you didn't receive a copy. I**

18 **understand. I don't question your representation that**

19 **you didn't receive a copy of it. But has a copy been**

20 **provided to you at some point where you read it,**

21 **whether it came from my filing or not?**

22 MR. GANT: I object to the question,

23 questioning all together. Again, Mr. Johnson is

24 trying to use my client to validate terms of an

25 agreement he knows are now invalid. And for that

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1 purpose, you're going to go to the source, you

2 call COGIC nationally, and let COGIC respond to

3 your questions, not my client. He's not -- you

4 didn't write the letter, number one, not

5 addressed to him, number two. So I think that

6 your line of questioning it serves no purpose but

7 to harass my client, self-serving and totally

8 immaterial. All the reasons that he previously

9 said also. If I'm wrong, let the judge decide.

10 MR. JOHNSON: For the record, Exhibit M is

11 a June 7, 2022 correspondence from the Office of

12 the General Counsel of COGIC, directed to Mr.

13 Gant and I and copied to Bishop Sheard, Bishop

14 Thuston, Bishop Green and Dr. Frederick Jenkins.

15 I do agree with you, Mr. Gant, the best

16 person for me to direct questions about that, if

17 your client's not familiar with it, would be the

18 author of the document.

19 Again, understanding that you may very well

20 object to this, and that your objections are

21 standing, I understand that, but nevertheless in

22 order to make a record, I'm going to proceed.

23 (The document was marked for identification

24 as Defendants' Exhibit N.)

25 BY MR. JOHNSON:

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1 **Q Can you please take a look at what I**

2 **premarked as Exhibit N?**

3 MR. GANT: Same objection to the letter

4 dated July 6, 2022 -- July 6, 2022, from

5 Mr. Safford to Mr. Gant and Mr. Johnson, same

6 objection I just stated. Immaterial, irrelevant.

7 It's bordering on something that's contradictory

8 to what the court ruled upon. Judge knows this

9 document is invalid. The contents, the terms are

10 invalid, he knows that. That's why -- in terms

11 of this document is invalid, first of all, and

12 you know that. Whatever the objection has to be

13 by legal name, we'll call it frivolous, okay.

14 MR. JOHNSON: Okay.

15 MR. GANT: Okay.

16 MR. JOHNSON: Because I want to be able

17 to -- I think the court rules mandate that we try

18 to resolve the objections so that's true -- you

19 agree with that, and I know it pains your client,

20 but some of this is important. If you make an

21 objection, I'm under an ethical obligation to try

22 to resolve it.

23 So my question to you is: What do you mean

24 when you say it's invalid? Are you saying that

25 this isn't a genuine document, is that what

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1 you're saying?

2 MR. GANT: I'm saying the document is

3 presented in bad faith because you know, terms of

4 this document -- terms of this document is a --

5 agreement and terms listed here have been

6 invalidated by the author of the document,

7 invalidated through an affidavit that was used in

8 court and what purpose do you have now giving

9 documents to my client to confirm the content

10 when you know it's been invalidated by the

11 author?

12 MR. JOHNSON: I don't agree that it's

13 invalidated. I'm not quite sure what you mean

14 from a legal standpoint.

15 MR. GANT: Sorry, he's saying an affidavit

16 indicating these terms has been cancelled and

17 invalidated. You got a copy of the affidavit.

18 MR. JOHNSON: Yes. We all do, filed,

19 correct, but you know, I just like to point out

20 that we just -- we don't accept that that issue

21 has been resolved. I understand that you believe

22 that the court's previous order in the case

23 resolved these issues. We just don't have to

24 agree with you.

25 MR. GANT: Not just that, Saffold

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1 invalidated the terms of the affidavit this year.

2 MR. JOHNSON: It doesn't matter when he did

3 it. We don't think that -- that negates the

4 issues in the case. I don't think that general

5 counsel for COGIC can determine what is or is not

6 at issue in the case.

7 MR. GANT: Mr. Johnson --

8 MR. JOHNSON: Just making a record.

9 MR. GANT: I disagree, Counsel.

10 THE VIDEOGRAPHER: Counsel, 4:58.

11 MR. JOHNSON: Why don't we go through one

12 more real quick because I have a feeling you are

13 not going to object to this one.

14 (The document was marked for identification

15 as Defendants' Exhibit O.)

16 BY MR. JOHNSON:

17 Q I'm going to present to you a two-page

18 document that I've labeled as Exhibit O -- I'm sorry,

19 O, okay. And I will represent to you and try to be

20 quick, it appears to be undated as far as I can tell.

21 Oh, no. It's dated on page 2, August 31,

22 2022, apparently sent by e-mail to myself, and I

23 certainly would assume that y'all were copied on it,

24 but I don't know for sure. I can't assume anything.

25 Have you seen this document before?

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1 MR. GANT: Same objection. It was produced

2 pursuant to a mediated process.

3 MR. JOHNSON: Okay.

4 MR. GANT: Of the parties. It was not

5 successful. And, therefore, the terms of the

6 agreement are confidential for one. Secondly,

7 terms of the negotiation between the parties

8 during litigation are also inadmissible in

9 evidence. And, thirdly, the last document

10 reflecting Mr. Saffold's position is by affidavit

11 in 2023, which you have a copy of. So anything

12 in this document, excuse me, explain or

13 invalidated by -- document that you know -- you

14 have in your possession. So what purpose are you

15 giving this to my client now, what purpose?

16 MR. JOHNSON: It's our opinion that all of

17 the -- the issues addressed in these documents

18 are germane or relevant to the ownership interest

19 in these three parcels of property that are at

20 the heart of the allegations in the complaint.

21 And it's five o'clock, I've got no problem with

22 us continuing the deposition. I understand. You

23 don't need to restate -- you can if you want --

24 but you're not going to appear for another one.

25 But nevertheless, for the record, we'll

Page 312

1 conclude the deposition for now because not just

2 Bishop Green but other people in the room, I'm

3 sure, have other commitments. So if it's okay

4 with you, we can adjourn for the day and I won't

5 have any further questions today.

6 A Can I just respond to that, that you --

7 that you just did, and I do appreciate that. And I'm

8 glad that I had an opportunity to make myself

9 available to answer all of your questions to the best

10 of my ability. Sorry that ten hours or nine hours

11 were not enough. I will make myself available again

12 upon court order. I've done what I need to do, I

13 think. And I will oppose any continuation of deposing

14 me because I made myself available. And if I have to

15 go through what I went through today with a lot of

16 things being asked that are totally irrelevant, again,

17 like the last things that you tried to present, you

18 know that you don't have to ask Attorney Saffold about

19 what's in his letters. He's already given you an

20 affidavit that clarifies that's in this record.

21 So if your goal is to continue to harass

22 and embarrass and pull stuff out on social media and

23 depose people that you're playing to, and your clients

24 are playing to, I'm going to ask the attorney to

25 oppose it, and try to get a protective order because

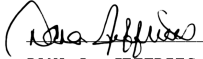
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1 this is really a waste of my time, and it's an insult
2 to you as an attorney, and it's an insult to him as an
3 attorney.
4 The issues that we should be focusing on
5 should be the issues that's been articulated in the
6 complaint that you have before you that I have brought
7 in good faith and I have come in good faith and I've
8 listened and I've been very, very patient and tried to
9 be understanding.
10 And, again, I have Christian principles and
11 values, and I'm not going to talk about anybody else,
12 but I want to leave here with an understanding with
13 everybody here, I love each of you, but this kind of
14 demeanor is not good for what we're trying to do, and
15 who we allegedly represent. So when you-all are ready
16 to sit and talk and try to settle and resolve these
17 issues, until then, we will continue with the Court
18 order process, and I expect it to be followed in a
19 professional manner. And I'm not trying to chastise
20 anybody, but I'm just speaking for myself. I didn't
21 like the demeanor. I didn't like all of the
22 allegations. Some of this stuff, you know, is
23 unfounded. And so I respect you, and that's all I
24 have to say, and I'll put that on the record.
25 MR. JOHNSON: Okay.

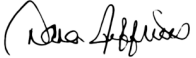
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1 THE VIDEOGRAPHER: Before we go off the
2 record, is there anyone that would like to order
3 the transcript and video? If so, state your name
4 for the record.
5 MR. JOHNSON: Christopher Johnson, and
6 we'll order the transcript and the video.
7 THE VIDEOGRAPHER: Are we good to go off
8 the record?
9 MR. GANT: One second please. He wants to
10 review the transcript before it's delivered to
11 Mr. Johnson. It's his right, I believe, to
12 review that.
13 THE WITNESS: And the video.
14 THE VIDEOGRAPHER: The time is 5:04. This
15 concludes the deposition today.
16 THE STENOGRAPHER: Are you ordering a copy?
17 MR. GANT: Not right now.
18 (Volume 2 concluded. The deposition
19 recessed at 5:04 p.m.)
20
21
22
23
24
25

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1 CERTIFICATE OF OATH
2
3
4 STATE OF FLORIDA)
5 COUNTY OF ESCAMBIA)
6
7 I, the undersigned authority, certify that
8 WILLIE GREEN, personally appeared before me and was
9 duly sworn on the 28th day of June, 2023.
10 Signed this 24th day of July, 2023.
11
12
13 
14 DANA L. JEFFRIES, RPR
15 Notary Public - State of Florida
16 My Commission No. HH 385332
17 My Commission Expires: June 25, 2027
18
19
20
21
22
23
24
25

Page 316

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF ESCAMBIA)
5
6
7
8 I, DANA L. JEFFRIES, Registered
9 Professional Reporter, certify that I was authorized
10 to and did stenographically report the video recorded
11 deposition of WILLIE GREEN, Volume 2, pages 156
12 through 314; that a review of the transcript was
13 requested; and that the transcript is a true and
14 complete record of my stenographic notes.
15 I further certify that I am not a relative,
16 employee, attorney, or counsel of any of the parties,
17 nor am I a relative or employee of any of the parties'
18 attorney or counsel connected with the action, nor am
19 I financially interested in the action.
20
21 DATED the 24th day of July, 2023.
22
23 
24 DANA L. JEFFRIES, RPR
25

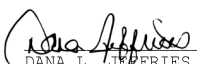
Willie Green
June 28, 2023

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1 07/25/2023
2 Dear Bishop Green,
3 grekak23@gmail.com
4
5 WITNESS: WILLIE GREEN
6 RE: COGIC vs. WATTS
7 CASE NO: 2021-CA-002561
8 Deposition on June 28, 2023
9 The above-stated transcript is now available and
10 requires signature by the witness.
11
12 Please e-mail fl.production@lexitaslegal.com for
13 access to a read-only PDF transcript and PDF-fillable
14 errata sheet via computer or use the errata sheet that
15 is located at the back of the transcript.
16 Once completed, please print, sign and return to the
17 e-mail address listed below for distribution to all
18 parties.
19 If the transcript is not read within a reasonable
20 amount of time, the original transcript may be filed
21 with the Clerk of the Court.
22 If the witness prefers not to read the transcript,
23 then the witness needs to sign on the line at the
24 bottom of the letter and return to the e-mail address
25 listed below.

If you need any needed assistance, don't hesitate to
contact Lexitas at 888-811-3408.

Very truly yours,



21 DANA L. JEFFRIES, RPR
Lexitas
fl.production@lexitaslegal.com
22 I do hereby waive my signature.
23
24

WILLIE GREEN
25 Job No: 317055

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1 ERRATA SHEET
2 DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE
3 IN RE: COGIC vs. WATTS, Volume 2
4 CASE NO. 2021-CA-002561
5 WITNESS: WILLIE GREEN TAKEN: 06/28/2023
6 PAGE LINE CHANGE REASON FOR CHANGE
7 _____
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9 _____
10 _____
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15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 Under penalties of perjury, I declare that I have read
23 the foregoing document and that the facts stated in it
24 are true.
25 _____
Date WILLIE GREEN

JOB NO: 317055