

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

MOSES TYSON, JR.,

CASE NO.

Plaintiff

Vs.

CHURCH OF GOD IN CHRIST, INC., a foreign corporation  
and ECCLISIASTICAL JURISDICTION OF FLORIDA  
NORTHWEST CHURCH OF GOD IN CHRIST, INC., a  
Florida Corporation, BISHOP WILLIE C. GREEN, DR.  
FREDRICK JENKINS, BISHOP ALBERT GALBRAITH, PASTOR  
MICHAEL EADY, and BISHOP LEMUEL THUSTON,

Defendants

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VERIFIED COMPLAINT WITH JURY DEMAND

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COMES NOW Plaintiff Moses Tyson, Jr. and sues Defendants Church of God in Christ, Inc. (hereafter COGIC), Ecclesiastical Jurisdiction of Florida Northwest Church of God in Christ, Inc. (hereafter NWFJ), Bishop Willie C. Green, Dr. Fredrick Jenkins, Bishop Albert Galbraith, Pr. Michael Eady, and Bishop Lemuel Thuston, and in support states as follows:

Jurisdiction and Venue

1. This is an action for damages in excess of \$50,000.00, all of which is within the jurisdiction of the Court pursuant to Sec. 86.011, Florida Statutes and Sec. 26.012, Florida Statutes.
2. Plaintiff is a life-long member and credentialed pastor within and for Defendant COGIC, is the pastor of a local COGIC member church in California and is a resident of the State of California.
3. Defendant COGIC is a foreign not-for-profit corporation with its principal place of business in Memphis, TN, and regularly conducts business in Escambia County, Florida.
4. Defendant NWFJ is a Florida not-for-profit corporation with its principal place of

business in Pensacola, FL.

5. Bishop Willie C. Green (hereafter Green) is an agent of COGIC, agent and bishop of NWFJ, is believed to reside in Quincy, Florida, and regularly conducts business in Escambia County, Florida. .
6. Dr. Fredrick Jenkins (hereafter Jenkins) is an agent of COGIC, and is believed to reside in Douglasville, GA.
7. Bishop Albert Galbraith is an agent of COGIC, and Chairman of the Board of Bishops of COGIC and is believed to reside in the State of California.
8. Pr. Michael Eady is an agent of, and Chairman of the National Pastor and Elders Council, of COGIC, and is believed to reside in Chicago, Illinois.
9. Bishop Lemuel Thuston (hereafter Thuston) is an agent of COGIC, Chairman of the COGIC General Assembly, and is believed to reside in Kansas City, Missouri.
10. Venue is proper in Escambia County, Florida as it is the proper venue for the Plaintiff's underlying claims, where the property at issue between Defendants and local church West Side Ministry, Inc., Church of God in Christ is located, and where the events giving rise to this complaint occurred.

#### Factual Background and Allegations Common to All Counts

11. COGIC is a voluntary organization of Christian churches.
12. COGIC is organizationally divided into jurisdictional factions and the Defendant NWFJ is one such jurisdiction, encompassing the geographical territory of Northwest Florida.
13. All references to "the Church" are intended to refer to the congregation, corporate entity and Board of local church West Side Ministry, Inc., Church of God in Christ.
14. At all times material, the Church was and has been a local church member of COGIC.
15. The Church is comprised of individual members, collectively known, and referred to as the congregation.
16. The Church's day-to-day operations are governed and/or overseen by a group of individuals elected from the congregation and collectively referred to as the Board of Trustees.

17. The Church's assets are its' financial account(s) and three parcels of real property in Escambia County, Florida, to wit: 51 Marshal Lane, Pensacola, FL; 2313 North G Street, Pensacola, FL; and 1100 West Yonge Street, Pensacola, FL (hereafter the Properties); the Yonge Streett property has been sold to 3<sup>rd</sup> parties and is no longer deeded in the name of the Church.
18. The Church's financial account(s) are comprised solely from the donations of its' congregation.
19. Neither COGIC nor NWFJ ever contributed to the Church's assets in any way, financially or otherwise.
20. At all times material, the deeds to the Church's real property are held solely in the name of the Church.
21. The Church's administration and organization are governed solely by its Charter and By-Laws.
22. The Church was obligated to follow its governing documents, namely its Charter and By-Laws.
23. Any COGIC or NWFJ constitution is *not* the constitution of the Church.
24. While the Church, COGIC and NWFJ each may have a constitution, the Church was always free to accept or reject the constitution of COGIC or NWFJ. At all times material, the Church has NOT adopted any present or past constitution of COGIC and has operated solely under the Church's Charter and By-Laws.
25. At all times material, the Church never agreed to any changes regarding, nor voted on, approved, or adopted, the COGIC Constitution or any of its amendments.
26. Defendants claim title to Church's real property, despite having knowledge that they have no claim to title of the Church's real property.
27. Neither the Church's Charter nor By-Laws contain any provision indicating that the Church holds its properties in trust or otherwise for the benefit of COGIC.
28. The Church never agreed, in any way or at any time, to acquire, hold or own property in trust for COGIC, or for the benefit of COGIC.
29. Prior to being forced by Defendant COGIC in 2022 to include additional language in the deeds, none of the deeds evidencing the Church's acquisition of the properties, whether by gift,

purchase or otherwise, referenced COGIC in any manner or that the properties were going to be held in trust for COGIC.

30. None of the deeds evidencing the Church's conveyance of any properties, whether by gift, sale or otherwise, reference COGIC in any manner or that the properties were at any time held in trust for, or for the benefit of, COGIC.

31. None of the property acquired by the Church was ever held in trust for COGIC or its' members.

32. Neither COGIC nor NWFJ ever had any ownership interest, whether by deed, trust, or otherwise, in any of the Properties.

33. Any and all conveyances of Church properties were done in complete compliance with Florida law.

34. Neither COGIC nor NWFJ ever assisted the Church financially in any way.

35. In recent years, the Church's congregation members and Board members became aware of numerous incidents where Green attempted to steal or otherwise take ownership and control over local church properties; and, as a result developed serious concerns that Green would do the same to them.

36. At all times material, Defendants COGIC, NWFJ, Green and Thuston had knowledge that Green has filed numerous lawsuits (at least 11) against citizens, co-workers, current and former COGIC members, local COGIC member churches, and COGIC pastors, seeking to, among other things, assume ownership and control over local church properties allegedly for the benefit of Defendants COGIC and NWFJ.

37. At some point in 2020, due solely to their concerns about Green, it became apparent that the Church congregation and Board no longer wished to be affiliated with COGIC or NWFJ.

38. At all times material, the Church and its Board erroneously assumed that the only way they could become free of Bishop Green was to dissolve, cease operations, and withdraw as members of COGIC.

39. The Church's Charter and By-Laws contain no provision indicating that the Church had to get permission from COGIC to dissolve, cease operations or withdraw as members of COGIC.

40. The Church never agreed, in any way or at any time, to continue to exist or operate unless permitted by COGIC to dissolve, cease to exist or otherwise withdraw its membership.

41. The Church's Charter and By-Laws contain terms, conditions, and procedures for the Church's dissolution.
42. In 2020-2021, due solely to its fear that Green would take actions to steal or otherwise take ownership of Church properties, the Church attempted to withdraw its affiliation with COGIC.
43. On September 3, 2021, Green, as an agent of, and on behalf of Defendants COGIC and NWFJ, filed a lawsuit against the Church, the Church's pastor, Kenneth Watts, and several of the Church's Board members, in the First Judicial Circuit Court in and for Escambia County, Florida, to wit: Case No. 2021 CA 002561 (hereafter Case No. 2021 CA 002561).
44. Case No. 2021 CA 002561 is a multi-count complaint containing unfounded, patently false allegations, and seeking to obtain ownership and control of the real property owned by the Church; exactly as the Church feared he would eventually do, and which Green had previously done to numerous other local churches; confirming their fears that led them to try to get out from under Green.
45. Defendants claim an interest in the above-described real property adverse to the Church, but the Defendants are demonstrably aware that their claims are without any basis in fact.
46. Defendants are demonstrably aware that they have no interest in the referenced real property, or any part of such property.
47. On October 4, 2021, Green filed a lawsuit alleging defamation against the Church's pastor, Kenneth Watts, several of the Church's Board members, and the Church's attorney, Christopher R. Johnson, in the First Judicial Circuit Court in and for Escambia County, Florida, to wit: Case No. 2021 CA 002710 (hereafter Case No. 2021 CA 002710).
48. Case No. 2021 CA 002710 is a multi-count complaint containing unfounded, patently false allegations, and seeking money damages.
49. On August 10, 2023, Green filed an Amended Complaint in Case No. 2021 CA 002710, adding Plaintiff as a party-defendant in the case, and containing numerous unfounded allegations of defamation.
50. The facts alleged in Case No. 2021 CA 002710 are inextricably linked to, derived from, and predicated upon the actions of Green relative to Case No. 2021 CA 002561.
51. At all times material, given the Plaintiff's unique relationships with many of COGIC officials over many years, in December of 2021, the Church's Board of Trustees, on behalf of

each of the Defendants in Case No. 2021 CA 002561 provided a written authorization giving their express permission and authorization to Plaintiff to represent their interests before COGIC leadership and to help to bring their matter to a peaceful resolution.

52. Each of the aforementioned lawsuits remain pending before the First Judicial Circuit Court in and for Escambia County, Florida. Court.

53. At all times material, Defendants COGIC, Jenkins, Galbraith, Eady and Thuston knowingly allowed, conspired with, and otherwise enabled Defendants NWFJ and Green to use Case No. 2021 CA 002561 to mislead the Court and attempt to take ownership and control of the Church's real property.

54. At all times material, Defendants COGIC, Jenkins, Galbraith, Eady and Thuston knowingly allowed, conspired with, and otherwise enabled Green to use Case No. 2021 CA 002710 to mislead the Court and harass and defame Plaintiff, and otherwise try to abuse Plaintiff without regard to accuracy and truth.

55. At all times material, despite their knowledge, Defendants COGIC, Jenkins, Galbraith, Eady and Thuston turned a blind eye to Green's abuse of the Church, Plaintiff, and others attempting to assist the Church.

56. At all times material, Defendants COGIC, Jenkins, Galbraith, Eady and Thuston knew that Green and NWFJ were engaging in a scam intended to defraud the Church.

57. During their session in April 2022, the General Assembly as ruling body of COGIC, affirmed that the Church never left or withdrew its membership with COGIC and remained a local Church Member in good standing with COGIC.

58. At the April 2022 General Assembly, the ruling body of COGIC irrefutably affirmed that the Church and Pr. Watts were yet still members and a pastor in good standing with COGIC.

59. The April 2022 affirmation by the General Assembly was witnessed by all in attendance, both in person and by videoconference.

60. The April 2022 affirmation by the General Assembly was memorialized by video and audio recordings in possession of the Defendants, as well as the Plaintiff.

61. Despite the video and audio recordings of the April 2022 General Assembly to the contrary, each of the Defendants, along with other COGIC officials, agents and/or employees, *sought and conspired to mislead the secular court by submitting edited or redacted written minutes of the April General Assembly meeting that inexplicably failed to contain any reference*

*to what took place regarding the Church and Pr. Watts.*

62. On numerous occasions, Plaintiff informed COGIC leaders, including Defendant Thuston, of occurrences in Case No. 2021 CA 002561, including, but not limited to, the following:

- a. Defendants COGIC, NWFJ, Green, Jenkins, Galbraith, Eady and Thuston, by and through Green, conspired to and submitted false information to the secular court, misrepresenting the truth by among other things, saying Pastor Watts and the Church were no longer members of COGIC;
- b. Defendants COGIC, NWFJ, Green, Jenkins, Galbraith, Eady and Thuston, by and through Green, conspired to, and intentionally hid from the Court the GA April Session, 2022 whereby the matters between the Church, COGIC, NWFJ and Green were resolved and affirmed.
- c. Defendants COGIC, NWFJ, Green, Jenkins, Galbraith, Eady and Thuston, by and through Green, conspired to and used falsehoods, lies and perjurious misrepresentations to the Court to support their request that the Court asking the court to give them control of the properties and put the rightful stewards of the properties (the Church) out.

63. The Defendants engaged in this behavior in an effort to fraudulently and illegally take control of Church properties.

64. The Defendants lies and perjurious representations concerning the matter, especially after the April 2022 General Assembly session, would not have even come about had Green not continued down his path of fraud and abuse; a path which Defendants COGIC, NWFJ, Jenkins, Galbraith, Eady and Thuston impliedly and/or explicitly encouraged and supported.

65. Defendants COGIC, Jenkins, Galbraith, Eady and Thuston turned a blind eye and allowed Green to file his bogus lawsuit against Plaintiff (case No. 2021 CA 2710), as a result of Plaintiff from time to time serving as an advocate for other victims of abuse by other COGIC agents.

66. At all times material, Defendants COGIC and NWFJ acknowledged that Green would act for them.

67. At all times material, Green accepted the undertaking of attempting to take ownership and control of the Church's properties, filing the above-referenced lawsuits, and abusing the Church and Plaintiff through the actions more fully delineated above.

68. At all times material, Defendants COGIC, NWFJ and Thuston had control over the actions of Green.

69. My only goal through this lawsuit is to make sure the Defendants don't do these things to others, at least in my life time.

#### COUNT I- BREACH OF FIDUCIARY DUTY-COGIC

70. Plaintiff hereby reasserts the allegations contained in paragraphs 11-69 above as if fully restated herein.

71. At all times material, Defendant COGIC had a fiduciary duty to Plaintiff as pastor of a local COGIC member Church.

72. Defendant COGIC breached its fiduciary duty to Plaintiff in one or more of the following ways: by encouraging, allowing, or turning a blind eye toward Green's actions in causing Plaintiff to become a witness in their bogus and frivolous lawsuit against the Church, and Green's filing of a bogus and frivolous lawsuit against Plaintiff.

73. Plaintiff has been damaged by the actions of Green in one or more of the following ways: by incurring the time and expense associated with serving as a witness in the Defendant's bogus and frivolous lawsuit against the Church and its Board and incurring significant financial expense in having to defend against Green's bogus and frivolous lawsuit against Plaintiff.

74. Defendant COGIC's breach of their duty to Plaintiff is the proximate cause of Plaintiff's damages.

WHEREFORE, Plaintiff demands monetary damages against the Defendants resulting from the breach of fiduciary duty, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

#### COUNT II-NEGLIGENT RETENTION-COGIC AND NWFJ

75. Plaintiff hereby reasserts the allegations contained in paragraphs 11-69 above as if fully restated herein.

76. At all times material, Green was and is an agent and/or employee of Defendants COGIC and NWFJ.



77. During the course of Green's employment with Defendant COGIC, Defendants COGIC, NWFJ and Thuston became aware or should have become aware of problems with Green that indicate Green's unfitness to hold the title and responsibilities of a Bishop, and unfitness to supervise, manage and/or control Defendant NWFJ.
78. Defendants COGIC and NWFJ failed to take action such as an investigation, discharge or reassignment of Green.
79. Defendants COGIC and NWFJ had a duty to Plaintiff, local COGIC member Church Westside, and Pastor Kenneth Watts, to protect them from Defendants Green's unfitness.
80. Defendants COGIC and NWFJ breached their duties to Plaintiff, local COGIC member Church Westside, and Pastor Kenneth Watts.
81. As a result of Defendants COGIC and NWFJ negligent retention of Green and breach of duties, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands monetary damages against the Defendants resulting from the negligent retention, damages, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

#### COUNT III-NEGLIGENCE-COGIC AND NWFJ

82. Plaintiff hereby reasserts the allegations contained in paragraphs 11-69 above as if fully restated herein.
83. At all times material, Green was and is an agent and/or employee of Defendants COGIC and NWFJ.
84. At all times material, Plaintiff was and is a pastor over a local COGIC member church in San Francisco.
85. As such, Defendants COGIC and NWFJ had a duty to Plaintiff, local COGIC member Churches, and all COGIC pastors, to protect them from Defendants Green's bogus and frivolous lawsuits, lies and perjurious statements.
86. During the course of Green's employment with Defendant COGIC, Defendants COGIC and NWFJ were aware or should have become aware of Defendants Green's behavior toward other COGIC pastors and local member churches.

87. Defendants COGIC and NWFJ breached their duties to Plaintiff, local COGIC member Churches, and all local church pastors.

88. As a result of Defendants COGIC and NWFJ's negligence, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands monetary damages against the Defendants resulting from their negligence, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

#### COUNT IV-CIVIL CONSPIRACY

89. Plaintiff hereby reasserts the allegations contained in paragraphs 11-69 above as if fully restated herein.

90. The aforementioned actions of Defendants COGIC, NWFJ, Green, Jenkins, Galbraith, Eady and Thuston, as delineated in paragraphs 11-69 above, were unlawful and intended by all to inflict harm on Plaintiff, the Church, and Pr. Watts.

91. At all times material, Defendants conspired and colluded to do such unlawful acts and/or to do lawful acts by unlawful means.

92. Defendants committed overt acts in pursuance of the conspiracy, such as but not limited to, the following:

- a. The filing of bogus and frivolous lawsuits, and the submission of lies and perjurious statements to the Courts;
- b. The effort to fraudulently and illegally take control of Church properties;
- c. Engaging in a scam intended to defraud the Church; and
- d. Taking actions to intentionally interfere with the Church's business relationship with COGIC.

93. As a result of the conspiracy between the Defendants, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands monetary damages against the Defendants resulting from their conspiracy, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

#### JURY DEMAND

The Plaintiff hereby requests trial by jury on all issues so triable.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Pr. Moses Tyson, Jr.  
1660 McAllister Street  
San Francisco, CA 94115  
mosestysonjr@hotmail.com

Sworn to and subscribed before me on \_\_\_\_\_, 2023, by Moses Tyson, Jr., who is personally known to me \_\_\_\_\_ or who produced \_\_\_\_\_ as identification.

{SEAL}

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Respectfully submitted this \_\_\_\_ day of November, 2023.

/s/ Christopher R. Johnson  
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