

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY FLORIDA

CHURCH OF GOD IN CHRIST, INC.,

NORTHWEST FLORIDA
JURISDICTION CHURCH
OFGOD IN CHRIST, INC.

WEST SIDE CHURCH OF GOD IN
CHRIST,

CASE NO.:

DIVISION:

Plaintiffs

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

COMPLAINT

Plaintiffs, Church of God in Christ, Inc., and Northwest Florida Jurisdiction Church of God in Christ, Inc., and Westside Church of God in Christ by and through its undersigned counsel and agents as listed below and files this Ex Parte Motion for Temporary and Temporary Injunction pursuant to FL Rules of Civil Procedure 1.610, Petition to set Aside Deed for Fraud, Breach of fiduciary, Civil Conspiracy, and Common

law fraud, and as grounds therefore state as follows:

PARTIES

PLAINTIFFS

1. Northwest Florida Jurisdiction Church of God in Christ, Inc. hereinafter "NFJ" is a Florida not-for-profit corporation and is a subsidiary of the Church of God in Christ, Inc. A copy of the State of Florida Annual Report is attached as **Exhibit 1** and appearing through is agent Bishop Willie C. Green.

2. Church of God in Christ, INC is a Tennessee Non-Profit corporation hereinafter "CHURCH". Registered in Florida and appearing through is agent Bishop Willie C. Green.

3. West Side Church of God in Christ of Escambia, Inc. hereinafter "West Side COGIC" is and has been a member church in NFJ and CHURCH. The church is located in Escambia County, with Bishop Willie C. Green serving as Pastor to the current members. **See Exhibit 2. New articles** the entity was unlawfully dissolved by Watts. The Church authorized a new corporation for the purpose of maintain its member church's name.

DEFENDANTS

4. Westside Ministry, Inc a Florida not for profit corporation. Hereinafter "Westside Ministry" created by Watts to deceive CHURCH and NFJ.

5. Elder Kenneth Watts hereinafter "Watts", former Pastor and ordained Elder in CHURCH is a resident of Escambia County, Florida who has served in NFJ and CHURCH in several positions including Pastor, and Jurisdictional Evangelists and still

possesses credentials given by CHURCH. He served as the Chairman of the Board of Trustees of West Side Church of God in Christ and Westside Ministry, INC. Watts had fiduciary obligations to West Side COGIC/CHURCH/NFJ. **See Composite Exhibit 3 pages 1-3.**

6. Westside Church of God in Christ, of Escambia County, Incorporated. A dissolved Florida not for profit corporation as part of Defendants scheme to defraud CHURCH and NFJ.

7. Coston Huff, Jr., and Frankie Lee Huff, individually and as Trustees, and longtime member of West Side COGIC and Westside Ministry, Inc, are residents of Escambia County. They along with Trustees owed fiduciary obligations to West Side COGIC/CHURCH/NFJ.

JURISDICTION AND VENUE

8. Venue of this proceeding is in this county because this is the county where the real properties related to this action are located. The Defendants Watts, Frankie Lee Huff and Costin Huff reside in Escambia County, Florida. The Plaintiffs and Defendants who are corporations also do business in Escambia County, Florida.

9. The Circuit Court is the appropriate Court for the matters at hand. The requested relief is in excess of \$30,000 dollars not including Attorney Fees.

FACTS RELEVANT TO ALL COUNTS

10. CHURCH has an episcopal form of government where local churches are organized in dioceses—called jurisdictions—each under the authority of a bishop. The administrative and legislative authority CHURCH is vested in a General Assembly. The General Assembly is composed of ordained or credentialed pastors, elders, evangelists,

missionaries, chaplains, and jurisdictional or auxiliary bishops.

11. CHURCH's General Assembly has adopted and from time to time amends its central governing document, a *constitution*, attached hereto as **Exhibit "4"** (CHURCH'S Official Manuel pages 80-82) and **Exhibit "5"** (CHURCH'S Certified Amendments), that is binding on all jurisdictions and churches.

12. West Side COGIC was founded in Pensacola, Florida, in 1970 under the Pastorate of Brent Jackson, who built it as a Church of God in Christ member church. Pastor Jackson, like all other West Side COGIC Pastors, possessed CHURCH credentials and was appointed by CHURCH's Jurisdictional Bishop. West Side COGIC has been a member church in NFJ for twenty years after transferring from Central Florida Jurisdiction Church of God in Christ.

13. West Side COGIC acquired property located at 2313 North G Street in Pensacola on December 11, 1970 ("Trustees of West Side Church of God in Christ"). **See Exhibit 6.** It acquired the property located at 1100 West Yonge Street on September 7, 2000 ("West Side Church of God in Christ of Escambia County, Florida, Inc). **See Exhibit 7.** It acquired 51 Marshall Lane on March 27, 2008 ("West Side Church of God in Christ of Escambia County, Florida, Inc.). **See Exhibit 8.**

14. CHURCH permits local churches to acquire real estate or other property "by purchase, gift, devise or, otherwise...Where real or personal property is acquired by deed, the instrument of conveyance shall contain the following clause: The said property is held in trust for the use and benefit of the members of the Church of God in Christ...". All property acquired by West Side COGIC was held in trust for CHURCH and its members. **SEE EXHIBIT 3 page 82. SEE EXHIBIT 4 pages 23 and 24.**

15. The 1972 amended *Constitution* of the CHURCH provided for the issuance of certificates of membership to local churches conferring or exemplifying membership in the national church. West Side requested and received such certificates. **See Composite Exhibit 24 page 3.** Defendant Watts case for change Organizational Status and Plan for transition.

16. Defendants, Watts/West Side COGIC has repeatedly paid its monthly tithes and annual membership/ministry assessments through NFJ to the Church and is listed in CHURCH registry as a member church. **See Exhibit 3, p. 3**

17. CHURCH allows local churches to establish their own constitution and by-laws as long as they are not in conflict or "repugnant to the Charter, Constitution, Laws, and Doctrine of the Church of God in Christ." **See Exhibit 4, page 81 paragraph 6.**

18. Jurisdictional Bishops are responsible for ensuring local compliance with CHURCH's doctrinal and other policies and are empowered to appoint and remove pastors for the local churches within their jurisdiction. CHURCH's *Constitution*, in pertinent part, sets forth that all vacancies that occur in the pastorate of a local church shall be filled by the Jurisdictional Bishop. The supervision and management of the church shall remain with the Jurisdictional Bishop or his designee until such time as a Pastor is appointed to fill such vacancy." **See Exhibit 5 CHURCH'S CERTIFIED AMENDMENTS for 1960-1990, page 45.**

19. CHURCH's *Constitution and Book of CERTIFIED AMENDMENTS hereinafter (AMENDMENTS)* also sets forth that "No local church may withdraw as a body from the Church of God in Christ' or in any way sever the relation thereto, except by provision of

the General Assembly." Similarly, "no local church shall be authorized to change or transfer its Jurisdictional affiliation unless at least two-thirds of the church's membership agree for such a transfer", subject to other requirements. **See Exhibit 4 page 81, and Exhibit 5 pages 23, 45.**

20. The Pastor of the local church is responsible for ensuring that CHURCH policies are implemented and followed.

21. On or about August 9, 2020, Watts conducted a meeting during which he led the Trustees of West Side COGIC in a vote to "dissolve" West Side COGIC and to consider a plan to give all its assets to West Side Ministry, INC. He did this without notifying NFJ or CHURCH of his actions. He continued to serve NFJ and CHURCH as if he was following CHURCH rules and policies. Watts violated his fiduciary obligations to NFJ and CHURCH.

22. On December 14, 2020, Watts, Huff, and other Trustees implemented a plan, of "dissolution", giving West Side COGIC real property to Westside Ministry, Inc. in violation of CHURCH policy and their fiduciary obligations CHURCH and NFJ and West Side COGIC.

As to 2313 N. G. Street

See **Exhibits 9** Deed recorded March 23, 2012, from Westside COGIC to Westside Ministries; **Exhibit 10** Corrective Warranty Deed recorded April 4, 2013 from Trustees of Westside COGIC of Escambia County to Westside Ministries; **Exhibit 11** Corrective Warranty Deed recorded March 11, 2017 from Trustee of Westside Florida COGIC to Westside Ministries; **Exhibit 12** Corrective Warranty Deed recorded February 25, 2016 from Westside Ministries to Westside COGIC; **Exhibit 13** Warranty Deed recorded

November 24, 2020 from Westside COGIC to Westside Ministries, Inc.;

As to 1100 West Yonge St:

See Exhibit 14 Warranty Deed recorded on September 12, 2000 from Julia Arnold and Alphonse Arnold to Westside COGIC of Escambia County, Inc; **Exhibit 15** Warranty Deed recorded March 23, 2012 from Trustee of Westside COGIC to Westside Ministries, Inc; **Exhibit 16** Corrective Warranty Deed from April 4, 2013 from Trustees of Westside COGIC of Escambia County Florida, Inc. to Westside Ministries, Inc. **Exhibit 17** Corrective Warranty Deed recorded on March 11, 2014 from Trustees of Westside COGIC to Westside Ministries, Inc; **Exhibit 18** Corrective Warranty Deed recorded on February 26, 2016 from Trustees from Westside COGIC and Trustees from Westside Ministries, Inc. to Westside COGIC; **Exhibit 19** Corrective Warranty Deed recorded December 12, 2018 from Julia Arnold to Westside COGIC of Escambia County, Florida; **Exhibit 20** Corrective Quit Claim Deed recorded on December 12, 2018 from Alphonse Arnold to Westside COGIC of Escambia County, Florida, Inc.; **Exhibit 21** Warranty Deed recorded December 12, 2018 from Westside COGIC of Escambia County Florida to Frankie Lee Huff and Coston Huff, Jr.

As to 51 Marshall Lane:

Exhibit 22 Warranty Deed recorded on March 23, 2012, from Westside COGIC of Escambia County Florida, Inc. to Westside Ministries, Inc.; **Exhibit 23** Corrective Warranty Deed recorded on April 4, 2013, from Westside COGIC of Escambia County Florida, Inc. to Westside Ministries, Inc.

23. In gross violation of CHURCH policy and fiduciary duty, Watts conveyed West Side COGIC real property located at 1100 W. Yonge Street to Coston Huff, Jr and Frankie

Lee Huff for less than market value, **See Exhibit 21.**

24. On or about February 17, 2021. Watts and West Side sent a letter to NFJ, through their attorney notifying CHURCH and NFJ that West Side Church of God in Christ of Escambia County, FL., Inc had voted on August 9, 2020, to dissolve West Side Church of God in Christ, on December 14, 2020, and give all of its assets to Westside Ministry, Inc, located at 51 Marshall Lane. This property belonged to West Side COGIC. **See Exhibits 6, 7 and 8.** The letter was not delivered until on or about March 24, 2021, seven months after the date of their actions. **See Exhibit 24.**

25. Plaintiffs did not inform the church members of scheme nor was a vote taken to withdraw from CHURCH and NFJ and create Westside Ministries. **See Exhibit 25- Affidavit of Catherine Williams.**

26. Watt/Huff and other West Side Trustees had formed West Side Ministry, Inc a Mirror Corporation, in December 2011, to which they frequently conveyed West Side COGIC assets back and forth. Both corporations had the same corporate officers, same corporate address, same agent, and generally filed their annual reports at the same time. In Article III, Electronic Articles of Incorporation for Westside Ministry, Inc, Watts uses a nonspecific general purpose to cover his real motives, while at the same time he was attending Jurisdictional Meetings of Plaintiffs CHURCH and NFJ by concealing that he had formed this new corporation. **See Exhibit 26.**

27. Watts lied about the purpose for establishing Westside Ministry, Inc. in the Articles of Incorporation. His real purpose as stated in his February 17, 2021,

letter was part of his ten-year scheme to deceive and defraud NFJ/CHURCH out of property that was conveyed to West Side COGIC. Rather than withdrawing legally from COGIC he devised a scheme to withdraw Watts stated" ...to control pursuit of our own destiny by having effectively created a new entity for ourselves in Westside Ministry, Inc. We have decided to make the desired changes to our organizational status by the transitional route of dissolution ...and revival as a transitional entity which has already been created." **See Exhibit 24.**

28. In an April 1, 2021, response letter, to Watt's February 17, 2021, letter NFJ and CHURCH, among other things, advised Watts/Westside that they need to follow proper CHURCH procedures in order to withdraw from CHURCH. Watts was also advised that he did not have the authority under CHURCH policies to "dissolve" or disorganize West Side COGIC. NFJ advised Watts that Jurisdictional Bishop Green would be making a visit to West Side COGIC as part of his obligations as Jurisdictional Bishop. **See Exhibit 27.**

29. On April 18, 2021, Bishop Green made an attempt to meet with Watts and members of West Side COGIC, but Watts refused.

30. In a letter dated June 30, 2021, NFJ requested to, no avail, to meet with Watts/West Side, with their counsel, to discuss and try to peacefully resolve all issues. **See Exhibit 28.**

31. In a July 30, 2021, letter, NFJ, notified Defendants Watts and West Side that Watts had been suspended as Pastor of West Side because of his actions and that Watts/West Side matter had been referred to The Council of Pastors and Elders for further ecclesiastical actions. NFJ also notified Defendants that Bishop

Green, based on CHURCH policy became the Pastor of West Side COGIC when Watts attempted to dissolve West Side thereby constructively relinquishing his role as Pastor. Bishop Green notified Defendants Watts and West Side that he would meet with all members on August 1, 2021. **See Exhibit 29.**

32. Bishop Green arrived at 51 Marshall Lane and found the church locked. He also arrived at 2313 North G Street and found the church locked and debris spread across West Side COGIC property located across the street at 1100 West Yonge Street. the said property is abandoned and uninsured. If someone was to injured then Plaintiff NFJ and CHURCH would be liable and if destroyed it will be without insurance. **See Picture, Exhibit 30.**

33. In a letter dated August 3, 2021, Bishop Green notifies Watts/Huff/Trustees that because of Watt's actions, Bishop Green has had to assume Pastoral duties for West Side COGIC. Again, he makes Watts aware of his violations and notifies him that he is referring the matter to The Ecclesiastical Investigative Committee.

Bishop Green asked that within fifteen days keys to the properties be delivered to him and that property located at 2313 North G Street, 1100 West Yonge Street, and 51 Marshall Lane be re-conveyed to West Side COGIC. There was no response to Bishop Green's requests. **SEE EXHIBIT 31.**

34. the Investigative Committee of the Counsel attempted to meet with Watts, Huff, and the other Trustees. However, Watts and the other Trustees did not respond. The Investigative Committee made preliminary findings Westside violated CHURCH policy. Watts and the other Trustees were given notice of the Investigative Committee's preliminary findings and were given an opportunity to

appear at trial if they responded by August 13, 2021. Watts and the other Trustees did not respond **See Exhibit 32.**

35. On or about August 18, 2021, Anthony Henderson, Chairman of the Jurisdictional Council of Pastors and Elders issued a ruling hereto attached as **Exhibit 33.** The Council made findings that said among other thing:

A. Watt's Pastorate of West Side COGIC ended on August 9, 2020,

B. When Watts forfeited his role as Pastor at that time, based on COGIC policy, Bishop Willie C. Green, Jurisdictional Bishop Became the Pastor of West Side COGIC,

C. Watt/West Side violated COGIC policy when they conveyed West Side COGIC property located at 2313 North G Street, 1100 West Yonge Street, and 51 Marshall Lane all in Pensacola,

D. All assets conveyed including financial assets, are the property of West Side Church of God in Christ and must be returned to West Side Church of God in Christ. **See Exhibit 33.**

36. Constitutionally, a Jurisdictional Bishop must enforce the order of the Ecclesiastical Council in these matters. In his capacity as Jurisdictional Bishop, Willie C. Green sent a letter to Defendant Watts and Huff and other Westside Trustees in an attempt to avoid litigation on August 24, 2021 requesting that they surrender the keys to the properties and meet with him to discuss further issues. The Defendants did not respond. **See Exhibit 34.**

37. Under Bishop Green, a new West Side COGIC Board of Trustees has been elected and all of the older board members have been removed.

38. Acting in Bad Faith, Maliciously, and Fraudulently Watts/Huff and other Westside Trustees have already disposed of valuable assets that belong to West Side COGIC and NFJ/CHURCH fear that Watts/Westside Ministry, Inc will continue disposing of assets of West Side COGIC/CHURCH without the knowledge or consent of CHURCH.

39. West Side COGIC, NFJ and CHURCH have been and will be damaged by acts of Watts/West Side and these damages, including Watt's attempts to dissolve West Side COGIC and dispose of or hide West Side COGIC assets, are irreparable, and Plaintiffs have no adequate remedy at law to protect themselves from the interference and damaging activities of Watts/West Side/ Trustees.

40. The damages and injuries sustained, and to be sustained, by NFJ and CHURCH cannot be adequately measured or compensated for in money, and NFJ and CHURCH are entitled to protection of their common-law rights from the tortuous and damaging interference by Watts, West Side and Trustees.

41. Watts/Huff and other Officers/Trustees, through their above actions, breached their fiduciary duties to NFJ, West Side COGIC and CHURCH.

42. Bishop Green has been informed that Watts and other trustees that they intend to lease the property located at 2313 N. G Street to a third party. If this lease takes place Plaintiff shall be denied access to the property subject to the lease by third party and would have no access until the lease is over and would have no remedy at law to have immediate access to the property.

43. As a direct and proximate result of Watts, West Side and Trustees actions, NFJ and the CHURCH have sustained damage and the threat of even further irreparable damage to West Side COGIC, NFJ, and CHURCH assets persist.

44. In August on several occasions Bishop Willie Green and members of the newly constituted Church of God in Christ board of trustees under authority of CHURCH attempted to conduct church services but was unable to do so because the Church was locked. Bishop Green and the members attempted to have church services on the lawn of the Church. Watts advised them that the police would be called and that Green and the Westside Church members of the Westside COGIC would be arrested for trespass. In order not to breach the peace and be subject to possible arrest, Bishop Green and other members left the property.

45. On August 29, 2021, due to inclement weather, Bishop Green was unable to conduct church services on the lawn at D 2313 N G St. but went to church property on 51 Marshall Lane to attend services and to speak with Watts and the trustees. Bishop Green attempted to speak during service, but Watts instead ended the church service. Watts then ordered his members to forcibly and aggressively remove Bishop Green and the other members accompanying him from the property. To avoid a physical confrontation, Bishop Green and the members left the service. **See Exhibit 35**, the Affidavit of Mr. Bernard L. Bryant.

46. During that confrontation, Bishop Green was met by Elder Smiley, Elder Watts ordered Elder Smiley remove Bishop Green. Elder Smiley is a registered as a convicted felon and registered sex offender.

47. Upon learning that Elder Smiley is a convicted sex offender, Bishop Green had great concern. CHURCH has taken great caution in appointing or employing individuals who may create a specific situation involving sexual misconduct and minor children. See Exhibit 4 2002 resolution. Elder Smiley was convicted of a felony involving sexual

misconduct of a minor child.

COUNT I

Temporary Injunction without Notice pursuant to Florida Rules of Civil Procedure

1.610

48. The Plaintiffs reallege paragraphs 10-47 as set forth herein in full.

Based upon the above facts Plaintiffs alleges that it has no adequate remedy at law.

49. The harm, if any, that would result to Defendants if this injunction is granted would be relatively insignificant compared to the immediate and irreparable injury, loss and damage that Plaintiff would suffer in the event that this injunction is not granted.

50. Plaintiff seeks an injunction to preserve the status quo until a final hearing can be had in this matter.

51. Plaintiffs requests that a temporary injunction be issued without notice to Defendants. The Plaintiffs, through their attorney/agent has made numerous attempts to notify the Defendants of this action. Plaintiffs' states that the Notice should not be required because in addition to suffering immediate and irreparable harm if this petition is not granted. To require the Plaintiffs to give notice could result in injury to the parties given the contentious nature of the parties. Unless the current status quo is maintained the Plaintiffs will not be able to conduct church services at either property. The continued confrontation between the parties may result in physical injury to the Plaintiff's agents or to the Defendants. The Plaintiffs request that the injunction be entered without notice for the above reasons.

52. It should be 2313 N. G. St is vacant and the Defendants seek to sell or lease the said property. This injunction does not seek to enjoin any members of Westside from

attending church services and only seeks to enjoin Defendants and any of his agents from asserting they have authority to control the property of the Plaintiffs located at 51 Marshall Lane, 2313 North G Street and 1100 W. Yonge Street, including any vehicles that the Plaintiffs has titled in its name.

53. The Petitioner alleges that based on the facts contained herein and attached documents, it has a substantial likelihood of success.

54. On the merits the Petition should be granted given consideration of the public interest.

55. On final trial on the merits, that the Court should enter a permanent injunction to enjoin Defendants and/or his agents for removing church property.

55. Plaintiffs ask the Court to waive requirement of a bond because: No damages will be sustained by the enjoined party, Defendant Watts is a former Pastor and does not preside over the Plaintiff's religious entity; Defendant Watts is not due any compensation and given the possibility of physical confrontation between the parties, this injunction will also be entered to prevent physical injury. If the Court is inclined to require the Plaintiffs to enter a bond, let the bond be no more than \$10,000.00 dollars.

WHEREFORE, Plaintiffs respectfully request this Court to 1) issue a temporary injunction issue without notice to Defendants, enjoining Defendants, Defendant's Officers, agents, servants, employees, successors, and assigns, and attorney from directly or indirectly preventing NFJ and CHURCH from gaining access to all of its properties including 2313, North G Street, 1100 West YONGE Street, and 51 Marshall Lane; 2) Waive the bond requirement as it relates to this mater and if the court is inclined to require the Petitioner to enter a bond, let the bond be no more than \$10,000,

3) Prevent Defendants from further disposing of West Side COGIC's real and personal assets; Require Watts/West Side/Trustees to recognize the binding effect of the Church's *Constitution* and the authority of NFJ and the Church in these matters, 4) After trial on the merits, require the Defendants to return and re-convey all of West Side COGIC assets-including real property that was disposed of in violation Church's *Constitution*; 5) Award costs and attorney's fees as allowed by law and 6) such further relief as this Court deems necessary and proper for complete and substantial justice

COUNT II

Petition to Set Aside the Deed based upon Fraud

56. The Plaintiffs reallege paragraphs 10-47 as if set forth herein in full.

57. The Defendants Watts, Westside COGIC, a dissolved Corp. and Westside Ministry fraudulently without authority or consent conveyed the properties owned by Plaintiffs CHURCH and NFJ to Westside Ministry.

58. Conduct of the part of said Defendant is a part of a well-conceived plan and scheme devised over a ten-year period. Plaintiffs did not learn of the conveyances until March 24, 2021, when the Plaintiffs agent Willie Green received a letter from Defendant Watts Westside Ministry and Westside COGIC where they essentially admitted that they devised a scheme/plan to fraudulently take Plaintiffs real property as listed in paragraph 13 and 22 above.

59. The Defendants pursuant to their scheme attempted to withdraw from the parent church. The said withdrawal was improperly done. The Defendant's withdrawal from the

parent church was improperly done pursuant to the CHURCH's ecclesiastical rules which requires consent from the parent CHURCH. The withdrawal from the Parent church would not have given the Defendants the authority to convey the Parent CHURCH property to a third party. Full Gospel Temple of Tallahassee et. al v. H.G. Reed et. al., 82 So. 2d 589 See New Jerusalem COG Inc., v. Snead Community Church et. al., 142 So. 3rd 675. Bethel AME Church v. Domingo, 654 So. 2nd 33 (Fla. 1st DCA).

WHEREFORE, the Plaintiffs seek a Jury Trial on all matters herein and seeks an order Requiring all Defendants to reconvey the said properties subject to this complaint to the CHURCH; The Plaintiffs also seek an award of monetary damages against the Defendants for the loss of the use of property, income, the Plaintiffs seek an award of attorney fees and cost against Defendants, and any other equitable relief that the court deems just and proper.

COUNT III

Breach of Fiduciary Duty

60. The Plaintiffs reallege paragraphs 10-47 as if set forth herein in full.

61. The Plaintiffs and Defendant Watts, Westside COGIC a dissolved corp., Frankie Huff and Coston Huff, Jr. share a fiduciary relationship that the Defendants at all times material to this action were officers and agents of the parent church by virtue of their position and title. Watts individually and as Pastor of Westside COGIC assumed the obligation to abide the bylaws and Constitution of the parent CHURCH and they had a duty and obligation to protect the property of the parent CHURCH. The Defendants breached their duty and as a result the Plaintiffs suffered damages the unlawful

conveyance of the real property disposal of conversion of his personal and tangible property in said church, interference with church services. Said breach of duty was the proximate cause of the damages suffered by Plaintiffs.

WHEREFORE, the Plaintiffs seek a Jury Trial on all matters herein and seeks an order Requiring all Defendants to reconvey the said properties subject to this complaint to the CHURCH; The Plaintiffs also seek an award of monetary damages against the Defendants for the loss of the use of property, income, the Plaintiffs seek an award of attorney fees and cost against Defendants, and any other equitable relief that the court deems just and proper.

COUNT IV

Civil Conspiracy

62. The Plaintiffs reallege paragraphs 10-47 as if set forth herein in full.

63. Defendants Watts individually and as Pastor of Westside COGIC a dissolved Corp, Coston Huff, Jr. individually and as Trustee of Westside COGIC a dissolved Corp, and Frankie Huff individually and as Trustee of Westside COGIC a dissolved corp. conspired to commit an unlawful act in taking Plaintiff's property.

64. The Defendant's plan and scheme detailed in paragraphs 10-47 detail a scheme for a period of ten years while officers of Westside COGIC a dissolved corp. where the Defendants took the Plaintiff's real property for themselves. More specifically Pastor Watts deeded Church property to his Trustees Defendants Huffs. Watts was clearly aware that he had no authority to make said conveyance. Specifically, the said conveyance was for less than market value.

WHEREFORE, the Plaintiffs seek a Jury Trial on all matters herein and seeks an order Requiring all Defendants to reconvey the said properties subject to this complaint to the CHURCH; The Plaintiffs also seek an award of monetary damages against the Defendants for the loss of the use of property, income, the Plaintiffs seek an award of attorney fees and cost against Defendants, and any other equitable relief that the court deems just and proper.

COUNT V

Common Law Fraud

65. The Plaintiffs reallege paragraphs 10-47 as if set forth herein in full.

66. Defendant Watts paid his tithes and annual membership to the Plaintiff CHURCH throughout the duration of their scheme to deceive the CHURCH. See Composite Exhibit 3 page 3.

67. Defendant Watts participated in several Church activities as Jurisdictional Evangelist. By virtue of his title and certification by Jurisdictional Church he attended the meetings and active by Zoom participating in Jurisdictional meetings as late as March 22, 2021. By virtue of his presence at these meetings and his participation with Plaintiff CHURCH, he was stating he was upholding his obligation as fiduciary and protector of church property which was false.

68. Defendant Watts had knowledge that his representation to NFJ was false.

69. Defendant Watts' deceitful and fraudulent conduct, of taking the Plaintiffs property, was intended to prevent Plaintiff CHURCH from taking any action to protect its property

from Defendant Watts' actions.

70. As a consequence of the reliance on Defendant Watts misrepresentation, the Plaintiffs suffered injury as set out in complaint herein.

WHEREFORE, the Plaintiffs seek a Jury Trial on all matters herein and seeks an order Requiring all Defendants to reconvey the said properties subject to this complaint to the CHURCH; The Plaintiffs also seek an award of monetary damages against the Defendants for the loss of the use of property, income, the Plaintiffs seek an award of attorney fees and cost against Defendants, and any other equitable relief that the court deems just and proper.

Dated this 3rd day of September 2021.

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.

Willie Green

Bishop Willie C. Green, as agent and Jurisdictional Bishop of the Northwest Jurisdiction of Florida Church of God in Christ, Inc., as agent of Church of God in Christ, Inc., and as Pastor of Westside Church of God in Christ, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of September, 2021, by Bishop Willie Green, as Jurisdiction Bishop of the Northwest Jurisdiction of Florida Church of God in Christ, Inc., as agent and Jurisdictional Bishop of Church of God in Christ, Inc., and as Pastor of Westside Church of God in Christ, Inc, who is personally known to me _____ or has produced Driver's license as identification.

Eric D Gissendanner

Notary Public -State of Florida

