

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

CHURCH OF GOD IN CHRIST, INC.,
NORTHWEST FLORIDA JURISDICTION
CHURCH OF GOD IN CHRIST, INC.
WEST SIDE CHURCH OF GOD IN
CHRIST,

CASE NO. 2021 CA 002561

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/Third-Party
Plaintiffs

Vs.

WILLIE C.GREEN,

Third-Party Defendant

DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT, AFFIRMATIVE DEFENSES,
JURY DEMAND AND COUNTERCLAIM WITH JURY DEMAND

COME NOW Defendants and respond to the Complaint as follows:

1. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
2. Without knowledge and therefore denied.
3. Denied. No exhibits were attached to any of the complaints served on the Defendants.
4. Admitted only that Westside Ministry, Inc. is a Florida not-for-profit corporation; any remaining allegations are denied.

5. Admitted that Kenneth Watts was a former Pastor of a former church known as West Side Church of God in Christ of Escambia County, Florida, Inc.; Denied that Kenneth Watts has any present credentials given by Church of God in Christ, Inc.; any remaining allegations are denied. No exhibits were attached to any of the complaints served on the Defendants.
6. Without knowledge and therefore denied as to any entity known as "Westside Church of God in Christ, of Escambia County, Incorporated;" Any remaining allegations are denied.
7. Admitted that Coston Huff and Frankie Lee Huff are residents of Escambia County, Florida; any remaining allegations are denied.
8. Admitted that venue is proper in Escambia County; Admitted that defendants Watts, Costin Huff and Frankie Lee Huff reside in Escambia County. Without knowledge and therefore denied as to any remaining allegations.
9. Admitted.
10. Without knowledge and therefore denied.
11. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
12. Admitted that West Side Church of God in Christ of Escambia County, Florida, Inc. was a local Church founded in 1973 that used the fictitious name, or otherwise did business as, "West Side Church of God in Christ"; denied that West Side Church of God in Christ of Escambia County, Florida, Inc. presently exists; Without knowledge and therefore denied as to any remaining allegations.
13. Admitted. No exhibits were attached to any of the complaints served on the Defendants.
14. Denied. No exhibits were attached to any of the complaints served on the Defendants.
15. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
16. Denied. No exhibits were attached to any of the complaints served on the Defendants.
17. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
18. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
19. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants.
20. Without knowledge and therefore denied.
21. Denied.
22. Denied. No exhibits were attached to any of the complaints served on the Defendants. The respective deeds to each property speak for themselves.
23. Denied.
24. Admitted that Defendants notified Plaintiff NFJ of the dissolution of West Side Church of God in Christ of Escambia County, Florida, Inc. by letter; the letter speaks for itself; Admitted that prior to any properties being sold or transferred by West Side Church of

God in Christ of Escambia County, Florida, Inc., the property at issue was solely owned by, and belonged solely to, West Side Church of God in Christ of Escambia County, Florida, Inc.; Without knowledge and therefore denied as to any remaining allegations. No exhibits were attached to any of the complaints served on the Defendants.

25. Denied. No exhibits were attached to any of the complaints served on the Defendants.
26. Denied that West Side Ministry, Inc. is a "mirror corporation;" All remaining allegations are denied. No exhibits were attached to any of the complaints served on the Defendants.
27. Denied. No exhibits were attached to any of the complaints served on the Defendants.
28. Without knowledge and therefore denied. No exhibits were attached to any of the complaints served on the Defendants; any referenced written correspondence speaks for itself.
29. Without knowledge and therefore denied.
30. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
31. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
32. Denied that any property at issue was ever abandoned. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
33. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
34. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
35. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
36. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
37. Without knowledge and therefore denied; No exhibits were attached to any of the complaints served on the Defendants.
38. Denied.
39. Denied.
40. Denied.
41. Denied.
42. Without knowledge and therefore denied as to anything "Bishop Green" has been informed. Denied as to any remaining allegations.
43. Denied.
44. Denied.
45. Denied. No exhibits were attached to any of the complaints served on the Defendants.
46. Denied that Kenneth Watts ordered anyone to remove "Bishop Green." Without knowledge and therefore denied as to any remaining allegations.
47. Without knowledge and therefore denied. No exhibits were attached to any of the

complaints served on the Defendants.

48. Defendants reallege and incorporate paragraphs 10-47 as if fully restated herein; denied that Plaintiff has no adequate remedy at law.
49. Denied.
50. Without knowledge and therefore denied.
51. Denied.
52. Denied.
53. Denied.
54. Denied.
55. Denied.

Defendants deny any further allegations contained in the various prayers for relief and pray for the denial of all such relief.

56. Defendants reallege and incorporate paragraphs 10-47 as if fully restated herein.
57. Denied.
58. Denied.
59. Denied.

Defendants deny any further allegations contained in the various prayers for relief and pray for the denial of all such relief.

60. Defendants reallege and incorporate paragraphs 10-47 as if fully restated herein.
61. Denied.

Defendants deny any further allegations contained in the various prayers for relief and pray for the denial of all such relief.

62. Defendants reallege and incorporate paragraphs 10-47 as if fully restated herein.
63. Denied.
64. Denied.

Defendants deny any further allegations contained in the various prayers for relief and pray for the denial of all such relief.

65. Defendants reallege and incorporate paragraphs 10-47 as if fully restated herein.
66. Denied.
67. Denied.
68. Denied.
69. Denied.

70. Denied.

Defendants deny any further allegations contained in the various prayers for relief and pray for the denial of all such relief.

AFFIRMATIVE DEFENSES

Pursuant to Rule 1.110(d), Florida Rules of Civil Procedure, Defendants affirmatively set forth the following affirmative defenses:

1. The doctrine of equitable estoppel is a bar to the plaintiff's Complaint against each Defendant.
2. Each of the Plaintiffs' alleged causes of action against the defendants are barred pursuant to the doctrine of unclean hands.
3. Each of the Plaintiffs' alleged causes of action against the defendants are barred as the plaintiff is seeking to recover damages that are purely speculative in nature.
4. No duties or obligations were ever formed because Defendants never explicitly or through their actions accepted the terms of the Plaintiffs' Constitution, By-Laws, or other governing documents.
5. Each of the Plaintiffs' alleged causes of action against the defendants are barred pursuant to the doctrine of unjust enrichment.
6. The Plaintiffs' alleged causes of action against each defendant are barred as the COGIC Constitutional clause at issue was unconscionable, grossly unfair, was never accepted or agreed-to by the Defendants, and the bargaining power between the parties was severely imbalanced.
7. Each of the Plaintiffs' alleged causes of action against the defendants are barred as the plaintiff is seeking to recover damages that are purely speculative in nature.
8. Defendants respectfully request and reserve the right to amend, alter, and/or supplement the defenses contained in this Answer as the facts and circumstances giving rise to the claims become known to it through the course of the litigation.

Jury Demand

Defendants hereby demand trial by jury on all issues so triable.

DEFENDANTS'/COUNTER-PLAINTIFFS' WESTSIDE MINISTRY, INC., WESTSIDE CHURCH OF GOD IN CHRIST OF ESCAMBIA COUNTY, FLORIDA, COSTIN HUFF AND FRANKIE LEE HUFF'S COUNTERCLAIM AGAINST PLAINTIFF/COUNTER-DEFENDANTS CHURCH OF GOD IN CHRIST, INC., ECCLESIASTICAL JURISDICTION OF FLORIDA NORTHWEST CHURCH OF GOD IN CHRIST, INC., AND WEST SIDE CHURCH OF GOD IN CHRIST OF ESCAMBIA, INC., AND THIRD-PARTY COMPLAINT

COME NOW, Defendant/Counter-Plaintiffs Westside Ministry, Inc.(hereafter Ministry), (now defunct) West Side Church of God in Christ of Escambia County, Florida, Inc. (hereafter West Side or Church), Costin Huff, and Frankie Lee Huff, and sue Plaintiff/Counter-Defendants Church of God in Christ, Inc. (hereafter COGIC), Ecclesiastical Jurisdiction of Florida Northwest Church of God in Christ, Inc. (hereafter NWFJ), West Side Church of God in Christ of Escambia, Inc. (hereafter New WS), and Third-Party Defendant Willie C. Green (hereafter Green), and in support of its Counterclaims and Third-Party Complaint state as follows:

Jurisdiction and Venue

1. This is an action for declaratory relief, injunctive relief, and damages in excess of \$30,000.00, all of which is within the jurisdiction of the Court pursuant to Sec. 86.011, Florida Statutes and Sec. 26.012, Florida Statutes.
2. The Ministry is a Florida Not-For-Profit Corporation with its principal place of business in Escambia County, Florida, and has been in existence in Pensacola, Florida since 2011.
3. West Side (the Church) was a Florida Not-For-Profit Corporation with its principal place of business in Escambia County, Florida, which existed in Pensacola, FL from 1973 until December 14, 2020.
4. Counter-Defendant COGIC is a foreign not-for-profit corporation with its principal place of business in Memphis, TN.
5. Counter-Defendant NWFJ (referenced in the case style by Plaintiff as "Northwest Florida Jurisdiction Church of God in Christ, Inc.") is a Florida not-for-profit corporation with its principal place of business in Pensacola, FL.
6. Counter-Defendant New WS (referenced in the case style by Plaintiff as "West Side Church of God in Christ) appears to be a recently formed Florida corporation with its principal place of business in Pensacola, FL, which appears to have been created to deceive the public and cloud title to the Counter-Plaintiffs' real property.

7. Third Party Defendant Green is a Bishop of COGIC, leader of NWFJ, incorporator of New WS, and is believed to reside in Quincy, Florida.

8. Venue is proper in Escambia County, Florida as it is the proper venue for the Plaintiff's underlying claims, where the property at issue is located, and where the events giving rise to these counterclaims and third-party complaint occurred.

Factual Background

9. All references to "the Ministry" are intended to refer to the congregation, corporate entity and council of local church West Side Ministry, Inc.

10. All references to the "Church" are intended to refer to the congregation, corporate entity and council of the former local church known as West Side Church of God in Christ of Escambia County, Florida, Inc.

11. The Church is a separate and distinct entity, corporate and otherwise, from COGIC.

12. COGIC did not own or operate the Church in any way.

13. The Ministry has existed and was incorporated as an IRC 501(c)(3) organization from 2011 to present. A true and correct copy of the Articles of Incorporation and 2021 Annual Report are attached and incorporated herein as Composite Exhibit A.

14. The Church was a separate and distinct entity, corporate and otherwise, from the Ministry.

15. The Church did not own or operate the Ministry in any way.

16. The Ministry is a separate and distinct entity from the Church, and is not, and was not, affiliated with the Church in any way.

17. The Ministry is not affiliated with COGIC or NWFJ in any way.

18. There is no law that prohibits an individual to be a congregational member of more than one church.

19. There is no law that prohibits an individual from serving as a council member, board member, or trustee, of more than one congregation or church.

20. There is no law that prohibits a minister, pastor, or elder from serving as a minister, pastor, or elder of more than one congregation or church.
21. The Church existed and was incorporated as an IRC 501(c)(3) organization from 1973 to 2020. A true and correct copy of the Articles of Incorporation, Charter, and Articles of Dissolution are attached and incorporated herein as Composite Exhibit B.
22. From the Church's inception in 1973 until its' dissolution, the Church has not changed its mode of organization or operation.
23. From a date uncertain in 1973 until its dissolution in 2020, the Church was affiliated with COGIC.
24. COGIC is a voluntary organization of Christian churches.
25. COGIC is organizationally divided into jurisdictional factions and the Defendant NWFJ is one such jurisdiction, encompassing the geographical territory of Northwest Florida.
26. From 1973 until 2020, the Church was a volunteer member of COGIC and under the geographical umbrella of the NWFJ.
27. The Counter-Plaintiffs are aware of no contracts or written agreements by and between the Church, COGIC and NWFJ.
28. Counter-Defendants claim title to Church's real property solely upon their contention that the Church is bound by a statement in COGIC's constitution that states that COGIC "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...".
29. The Church was comprised of individual members, collectively known, and referred to as the congregation.
30. The Church's day-to-day operations were governed and/or overseen by a group of individuals elected from the congregation and collectively referred to as the Council or Board of Trustees.
31. The Church dissolved in 2020 and retained no assets nor debts.

32. During the Church's existence, its assets were 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).

33. During the Church's existence, its' financial account(s) were comprised solely from the donations of its' congregation.

34. During the Church's existence, neither COGIC nor NWFJ ever contributed to the Church's assets in any way, financially or otherwise.

35. At all times material, the deeds to the Church's real property were held solely in the name of the Church. A true and correct copy of the deeds representing the complete chain of title for 2313 North G Street, Pensacola, FL from 1970 to present are attached hereto as composite Exhibit C. A true and correct copy of the deeds representing the complete chain of title for 1100 West Yonge Street, Pensacola, FL from 2000 to present are attached hereto as composite Exhibit D. A true and correct copy of the deeds representing the complete chain of title for 51 Marshal Lane, Pensacola, FL from 2008 to present are attached hereto as composite Exhibit E.

36. The Church's administration and organization was governed solely by its Charter and By-Laws. A true and correct copy of the Church's Charter and By-Laws are attached and incorporated herein as Composite Exhibit F.

37. The Church was obligated to follow its governing documents, namely its Charter and By-Laws.

38. Any COGIC or NWFJ constitution is *not* the constitution of the Church.

39. 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 to the Church's dissolution, the Church had NOT adopted any present or past constitution of COGIC and operated solely under the Church's Charter and By-Laws.

40. 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.

41. The instant action stems directly from the Church conveying ownership of the Properties prior to its' dissolution.

42. Neither the Church's Charter or By-Laws contain any provision indicating that the Church held the Properties in trust or otherwise for the benefit of COGIC.
43. 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.
44. None of the deeds evidencing the Church's acquisition of the properties, whether by gift, purchase or otherwise, reference COGIC in any manner or that the properties were going to be held in trust for COGIC.
45. None of the deeds evidencing the Church's conveyance of the 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.
46. None of the property acquired by the Church was ever held in trust for COGIC or its' members.
47. Neither COGIC nor NWFJ ever had any ownership interest, whether by deed, trust, or otherwise, in any of the Properties.
48. On or about February 22, 2012, the Church, deeded the property referenced as 2313 North G Street to West Side Ministry, Inc. Please see composite Exhibit C.
49. The Church's conveyance of 2313 North G Street to Ministry was in complete conformance with Florida law.
50. On or about December 7, 2018, the Church deeded the property referenced as 1100 West Yonge Street to Costin and Frankie Lee Huff. Please see composite Exhibit D.
51. The Church's conveyance of 1100 West Yonge Street to Costin and Frankie Lee Huff was in complete conformance with Florida law.
52. On or about February 22, 2012, the Church deeded the property referenced as 51 Marshall Lane to West Side Ministry, Inc. Please see composite Exhibit E.
53. The Church's conveyance of 51 Marshal Lane to Ministry was in complete conformance with Florida law.
54. Throughout the entire term of their affiliation, neither COGIC nor NWFJ ever assisted the Church financially in any way.

55. In recent years, the Church's congregation members and Council members, without any known exception, developed serious disagreements with COGIC.
56. At some point in 2020, it became apparent that the Church congregation and Council no longer wished to be affiliated with COGIC or NWFJ.
57. The Church's Charter and By-Laws contain no provision indicating that the Church had to get permission from COGIC to dissolve or cease operations.
58. The Church never agreed, in any way or at any time, to continue to exist or operate unless permitted to dissolve or cease by COGIC.
59. The Church's Charter and By-Laws contain terms, conditions, and procedures for the Church's dissolution.
60. The Church's congregation and governing council carefully and correctly took all steps indicated in the Church's Charter and By-Laws to end the ministry and dissolve its' corporate existence.
61. On or about December 14, 2020, the Church was formerly dissolved by its' council. Please see composite Exhibit B.
62. At all times material, the Church and its' council were in strict compliance with their Charter and By-Laws and followed all established procedures and protocols resulting in dissolution.
63. From that point forward, the Church ceased to exist.
64. The dissolution of the Church and conveyance of Church Properties did not run parallel to each other.

COUNT I

COMPLAINT TO QUIET TITLE OR FOR DECLARATORY RELIEF RELATIVE TO 51 MARSHALL LANE, PENSACOLA, FL

65. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

66. This is an action to Quiet Title to Real Property, or for Declaratory Relief relative to real property in Escambia County Florida referenced as 51 Marshal Lane, Pensacola, FL.

67. Counter-Plaintiff West Side Ministry, Inc. is at all times material to this action, the owner of 51 Marshal Lane, Pensacola, FL, the legal description of which is as follows:

THAT PORTION OF LOTS 14 AND 23, AVERIA SUBDIVISION IN SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13, AVERIA SUBDIVISION, THENCE EASTERLY ON AN EXTENSION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 216 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 403.3 FEET, THENCE WESTERLY AT RIGHT ANGLES 216 FEET, THENCE NORTHERLY AT RIGHT ANGLES 403.3 FEET TO A POINT OF BEGINNING.

LESS AND EXCEPT THAT PROPERTY DESCRIBED IN DEED BOOK 300, PAGE 376 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: A STRIP OF LAND FIVE (5) FEET IN WIDTH ALONG THE NORTH EDGE OF THE FOLLOWING DESCRIBED PARCEL OF PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF LOT THIRTEEN (13), AVERIA SUBDIVISION IN SECTION FORTY-SEVEN (47), TOWNSHIP ONE (1) SOUTH, RANGE THIRTY (30) WEST, THENCE EASTERLY ON AN EXTENSION OF THE NORTH LINE OF SAID LOT A DISTANCE OF TWO HUNDRED SIXTEEN (216) FEET, THENCE SOUTHERLY AT RIGHT ANGLES FOUR HUNDRED THREE AND THREE-TENTHS (403.3) FEET TO A POINT OF BEGINNING, BEING ABOUT TWO (2) ACRES, MORE OR LESS, IT BEING THE INTENTION OF THE GRANTORS HEREIN CONVEYED TO THE GRANTEEES ALL OF THE PROPERTY OWNED BY THEM LYING NORTH OF A LINE RUNNING EAST PARALLEL TO THE NORTH LINE OF LOTS THIRTEEN (13) AND FIFTEEN (15), AVERIA SUBDIVISION AS PER PLAT RECORDED IN DEED BOOK 2, AT PAGE 206 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND FIVE (5) FEET SOUTH OF SAID LINE EASTERLY FROM A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY FIVE (5) FEET SOUTH OF THE NORTHEAST CORNER OF LOT THIRTEEN (13) TO THE EAST LINE OF SAID AVERIA SUBDIVISION.

68. Counter-Defendants COGIC, NWFJ and New WS claim an interest in the above-described real property adverse to Plaintiff, but the claim is without any basis.

69. Counter-Defendants have no interest in the real property, or any part of such property.

70. The claims of Counter-Defendants are based solely on a provision in COGIC's written constitution to which the Counter-Defendants never agreed, acquiesced, or adopted in any manner.

71. The claims made by Counter-Defendants to the real property cloud the title of Counter-Plaintiff to such property, depreciates its market value and prevents Plaintiff from enjoying the use of it in Plaintiff's best interests as owner.

72. WHEREFORE, Counter-Plaintiff Ministry requests that:

- a. Ministry's title to the real property be quieted against the Counter-Defendants.
- b. Ministry be adjudged the owner of the property and entitled to its possession.
- c. Counter-Defendants be adjudged to have no estate or interest whatever in or to such property and be ordered to leave the property if they are in possession of it; and
- d. Plaintiff be awarded costs and attorney's fees of the lawsuit pursuant to Chapter 65, Fla.Stat., and such other and further relief as the court may deem proper.

COUNT II

COMPLAINT TO QUIET TITLE OR FOR DECLARATORY RELIEF RELATIVE TO 2313 NORTH G STREET, PENSACOLA, FL

73. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

74. This is an action to Quiet Title to Real Property, or for Declaratory Relief relative to real property in Escambia County Florida referenced as 2313 North G Street, Pensacola, FL.

75. Counter-Plaintiff West Side Ministry, Inc. is at all times material to this action, the owner of 2313 North G Street, Pensacola, FL, the legal description of which is as follows:

LOTS 9 AND 10 IN BLOCK 31 OF THE SUBDIVISION KNOWN AS ENGLEWOOD HEIGHTS, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 59 AT PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

76. Counter-Defendants COGIC, NWFJ and New WS claim an interest in the above-described real property adverse to Plaintiff, but the claim is without any basis.

77. Counter-Defendants have no interest in the real property, or any part of such property.

78. The claims of Counter-Defendants are based solely on a provision in COGIC's written constitution to which the Counter-Defendants never agreed, acquiesced, or adopted in any manner.

79. The claims made by Counter-Defendants to the real property cloud the title of Counter-Plaintiff to such property, depreciates its market value and prevents Plaintiff from enjoying the use of it in Plaintiff's best interests as owner.

80. WHEREFORE, Counter-Plaintiff Ministry requests that:

- a. Ministry's title to the real property be quieted against the Counter-Defendants.
- b. Ministry be adjudged the owner of the property and entitled to its possession.
- c. Counter-Defendants be adjudged to have no estate or interest whatever in or to such property and be ordered to leave the property if they are in possession of it; and
- d. Plaintiff be awarded costs and attorney's fees of the lawsuit pursuant to Chapter 65, Fla.Stat., and such other and further relief as the court may deem proper.

COUNT III

COMPLAINT TO QUIET TITLE OR FOR DECLARATORY RELIEF RELATIVE TO 1100 WEST YONGE STREET, PENSACOLA, FL

81. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

82. This is an action to Quiet Title to Real Property, or for Declaratory Relief relative to real property in Escambia County Florida referenced as 1100 West Yonge Street, Pensacola, FL.

83. Counter-Plaintiffs Costin Huff and Frankie Lee Huff are at all times material to this action, the owners of 1100 West Yonge Street, Pensacola, FL, the legal description of which is as follows:

SOUTH 50 FEET OF LOTS 11, 12, 13 AND THE EAST 10 FEET OF LOT 14, BLOCK 32, ENGLEWOOD HEIGHTS, A SUBDIVISION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 59 AT PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

84. Counter-Defendants COGIC, NWFJ and New WS claim an interest in the above-described real property adverse to Counter-Plaintiffs, but the claim is without any basis.

85. Counter-Defendants have no interest in the real property, or any part of such property.

86. The claims of Counter-Defendants are based solely on a provision in COGIC's written constitution to which the Counter-Defendants never agreed, acquiesced, or adopted in any manner.

87. The claims made by Counter-Defendants to the real property cloud the title of Counter-Plaintiff to such property, depreciates its market value and prevents Counter-Plaintiffs from enjoying the use of it in Counter-Plaintiffs' best interests as owner.

88. WHEREFORE, Counter-Plaintiffs Costin Huff and Frankie Lee Huff request that:

- a. Costin Huff and Frankie Lee Huff's title to the real property be quieted against the Counter-Defendants.
- b. Costin Huff and Frankie Lee Huff be adjudged the owners of the property and entitled to its possession.
- c. Counter-Defendants be adjudged to have no estate or interest whatever in or to such property and be ordered to leave the property if they are in possession of it; and
- d. Costin Huff and Frankie Lee Huff be awarded costs and attorney's fees of the lawsuit pursuant to Chapter 65, Fla.Stat., and such other and further relief as the court may deem proper.

COUNT IV

COMPLAINT FOR EJECTMENT OR FOR DECLARATORY RELIEF RELATIVE TO 51 MARSHALL LANE, PENSACOLA, FL

89. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

90. This is an action to recover possession relative to real property in Escambia County Florida referenced as 51 Marshal Lane, Pensacola, FL.

91. Counter-Defendants and Third-Party Defendant Green are in possession of the following real property in the county: 51 Marshal Lane, Pensacola, FL, the legal description of which is as follows:

THAT PORTION OF LOTS 14 AND 23, AVERIA SUBDIVISION IN SECTION 47,
TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13, AVERIA SUBDIVISION,
THENCE EASTERLY ON AN EXTENSION OF THE NORTH LINE OF SAID LOT A
DISTANCE OF 216 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 403.3 FEET,

THENCE WESTERLY AT RIGHT ANGLES 216 FEET, THENCE NORTHERLY AT RIGHT ANGLES 403.3 FEET TO A POINT OF BEGINNING.

LESS AND EXCEPT THAT PROPERTY DESCRIBED IN DEED BOOK 300, PAGE 376 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: A STRIP OF LAND FIVE (5) FEET IN WIDTH ALONG THE NORTH EDGE OF THE FOLLOWING DESCRIBED PARCEL OF PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF LOT THIRTEEN (13), AVERIA SUBDIVISION IN SECTION FORTY-SEVEN (47), TOWNSHIP ONE (1) SOUTH, RANGE THIRTY (30) WEST, THENCE EASTERLY ON AN EXTENSION OF THE NORTH LINE OF SAID LOT A DISTANCE OF TWO HUNDRED SIXTEEN (216) FEET, THENCE SOUTHERLY AT RIGHT ANGLES FOUR HUNDRED THREE AND THREE-TENTHS (403.3) FEET TO A POINT OF BEGINNING, BEING ABOUT TWO (2) ACRES, MORE OR LESS, IT BEING THE INTENTION OF THE GRANTORS HEREIN CONVEYED TO THE GRANTEEES ALL OF THE PROPERTY OWNED BY THEM LYING NORTH OF A LINE RUNNING EAST PARALLEL TO THE NORTH LINE OF LOTS THIRTEEN (13) AND FIFTEEN (15), AVERIA SUBDIVISION AS PER PLAT RECORDED IN DEED BOOK 2, AT PAGE 206 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND FIVE (5) FEET SOUTH OF SAID LINE EASTERLY FROM A POINT ON THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY FIVE (5) FEET SOUTH OF THE NORTHEAST CORNER OF LOT THIRTEEN (13) TO THE EAST LINE OF SAID AVERIA SUBDIVISION.

to which Counter-Plaintiff Ministry claims title as shown by the attached chain of title referenced as composite Exhibit E.

92. Counter-Defendants and Third-Part Defendant Green refuse to deliver possession of the property to Ministry.

WHEREFORE, Counter-Plaintiff Ministry demands judgment for possession of the property, damages against the Counter-Defendants and Third-Party Defendant Green, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

COUNT V

COMPLAINT FOR EJECTMENT OR FOR DECLARATORY RELIEF RELATIVE TO 2313
NORTH G STREET, PENSACOLA, FL

93. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

94. This is an action to recover possession relative to real property in Escambia County Florida referenced as 2313 North G Street, Pensacola, FL.

95. Counter-Defendants and Third-Party Defendant Green are in possession of the following real property in the county: 2313 North G Street, Pensacola, FL, the legal description of which is as follows:

LOTS 9 AND 10 IN BLOCK 31 OF THE SUBDIVISION KNOWN AS ENGLEWOOD HEIGHTS, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 59 AT PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

to which Counter-Plaintiff Ministry claims title as shown by the attached chain of title and referenced as composite Exhibit C.

96. Counter-Defendants and Third-Party Defendant Green refuse to deliver possession of the property to Ministry.

WHEREFORE, Counter-Plaintiff Ministry demands judgment for possession of the property, damages against the Counter-Defendants and Third-Party Defendant Green, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

COUNT VI

COMPLAINT FOR EJECTMENT OR FOR DECLARATORY RELIEF RELATIVE TO 1100 WEST YONGE STREET, PENSACOLA, FL

97. Counter-Plaintiffs Costin Huff and Frankie Lee Huff re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

98. This is an action to recover possession relative to real property in Escambia County Florida referenced as 1100 West Yonge Street, Pensacola, FL.

99. Counter-Defendants and Third-Party Defendant Green are in possession of the following real property in the county: 1100 West Yonge Street, Pensacola, FL, the legal description of which is as follows:

SOUTH 50 FEET OF LOTS 11, 12, 13 AND THE EAST 10 FEET OF LOT 14, BLOCK 32, ENGLEWOOD HEIGHTS, A SUBDIVISION OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO

PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 59 AT PAGE 107 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

to which Counter-Plaintiffs Costin Huff and Frankie Lee Huff claim title as shown by the attached chain of title referenced as composite Exhibit D.

100. Counter-Defendants and Third-Party Defendant Green refuse to deliver possession of the property to Counter-Plaintiffs Costin and Frankie Lee Huff.

WHEREFORE, Counter-Plaintiffs Costin Huff and Frankie Lee Huff demand judgment for possession of the property, damages against the Counter-Defendants and Third-Party Defendant Green, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

COUNT VII
COMPLAINT FOR UNJUST ENRICHMENT

101. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

102. This Count is pled in the alternative and if the Court determines that title to the Properties rest with any of the Counter-Defendants.

103. Counter-Plaintiffs have conferred a benefit on the Counter-Defendants, who have knowledge thereof.

104. Counter-Defendants voluntarily accepted and retained the benefit conferred.

105. The circumstances render Counter-Defendants' retention of the benefit inequitable unless the Counter-Defendants pay to Counter-Plaintiffs the value of the benefit.

106. Counter-Defendants have been unjustly enriched at the expense of the Counter-Plaintiffs.

107. Counter-Plaintiffs are entitled to damages as a result of the Counter-Defendants' unjust enrichment, including the fair market value of the Properties, and all monies expended by the Counter-Plaintiffs for improvement to the Properties.

WHEREFORE, Counter-Plaintiffs demand monetary damages against the Counter-Defendants for unjust enrichment, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

COUNT VIII
COMMON LAW UNCONSCIONABILITY

108. Counter-Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-64 above, as if fully restated herein.

109. This Count is pled in the alternative and if the Court determines that title to the Properties rests with any of the Counter-Defendants.

110. Any clause or statement in COGIC's constitution (or any other corporate or administrative documents) purporting to create any trust for the benefit of COGIC and its members and fund such trust with property acquired by the Church is both procedurally and substantively unconscionable.

111. Any clause or statement in COGIC's constitution or other corporate or administrative documents purporting to give COGIC or create in COGIC any ownership interest or control of property acquired by the Church is both procedurally and substantively unconscionable.

112. The circumstances surrounding the transaction, contract, or trust purporting to subject Church to any such clause or statement in COGIC's constitution (or any other corporate or administrative documents) were such that:

- a. the Church had no meaningful choice at the time the transaction, contract, or trust was allegedly created;
- b. the Church had no realistic opportunity to bargain regarding the terms of the transaction, contract, or trust;
- c. the terms were merely presented to the Church on a "take-it-or-leave-it" basis; and
- d. the Church had no reasonable opportunity to understand the terms of the transaction, contract, or trust.

113. The alleged transaction, contract, or trust purporting to subject Church to any such clause or statement in COGIC's constitution (or any other corporate or administrative documents) is so outrageously unfair as to shock the conscience.

114. The alleged transaction, contract, or trust purporting to subject Church to any such clause or statement in COGIC's constitution (or any other corporate or administrative documents) provides COGIC with an unjust and undeserved advantage which it would be inequitable to permit them to enforce.

115. Counter-Plaintiffs have been damaged as a result of the unconscionability of the alleged transaction, contract, or trust purporting to subject Church to any clause or statement in COGIC's constitution (or any other corporate or administrative documents), including but not limited to loss of the fair market value of the Properties, and all monies expended by the Counter-Plaintiffs for improvement to the Properties.

WHEREFORE, Counter-Plaintiffs demand monetary damages against the Counter-Defendants resulting from the unconscionability of the alleged transaction, contract, or trust, attorney fees and costs related to the action, and such other and further relief as the court may deem proper.

JURY DEMAND

The Counter-Plaintiff's and Third-Party Plaintiffs hereby request trial by jury on all issues so triable.

Respectfully submitted this 8th day of December, 2021.

/s/ Christopher R. Johnson
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Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing was e-filed with the Florida E-filing Portal and sent to counsel for Plaintiff, Fredrick J. Gant, via email to fjgant@yahoo.com; this 8th day of December, 2021.

/s/ Christopher R. Johnson
Christopher R. Johnson, Esq.