

1 has made a determination eclectically about the  
2 issues regarding these parties, and that the parties  
3 are under church's jurisdiction. And basically,  
4 your honor, we will be asking the defendants to  
5 comply what they agreed to at the church mediation.

6 We all agree that the church has  
7 jurisdictional matters. The church is supreme and  
8 issued before themselves in the court. It's a  
9 hierarchical church entity here with COGIC, and  
10 therefore, we all agree -- stipulated that we will  
11 abide by what COGIC renders. Then they made that  
12 rendering. So then we should go by that rendering  
13 and take this matter out of the court's hands.

14 But let me say this, if defendants do not  
15 comply what they agreed to, but the -- would agree  
16 to it April 9, and unfortunately come back here  
17 again to enforce the agreement. But as to issues  
18 how they resolved --

19 THE COURT: Well, no, I don't think you  
20 come back to this court to enforce that agreement.  
21 The church has made it very clear, and I feel like  
22 it's almost been an abuse of the court system.  
23 Because their position is completely 180 of what was  
24 argued in front of me numerous times about  
25 jurisdiction. I did an enormous amount of research

1 and I entered an order on that issue. And now  
2 they're saying, oh, well, Pastor Watts wasn't really  
3 out of the church, he really was in it. So this  
4 court never had jurisdiction.

5 This was always an issue for the church,  
6 which has never been the plaintiff's position in  
7 this case, ever. They argued strenuously against  
8 that from day one by asking for, just listen to me  
9 for a second. For Judge Dannheisser to enter the  
10 temporary injunction and then for the continued  
11 litigation in this case. The way I read what's been  
12 filed in the court file is that is the church's  
13 position, and that it has been requested that  
14 everybody sign this joint stipulation.

15 And that if Pastor Watts and the other  
16 defendants don't do it, then they will handle any  
17 repercussions, including essentially kicking him out  
18 of the church or banning him from the church. And  
19 that would be how it would be handled if he doesn't  
20 sign the agreements to address the deed issues. And  
21 that would not be something that I'm not in it. I  
22 don't see how this court would ever be in a position  
23 to enforce a directive from the church about that.

24 I mean, that's completely outside of this  
25 court's jurisdiction, in my opinion, Mr. Gant and we

1 may just agree to disagree on that, but I mean, they  
2 can't have it both ways.

3 MR. GANT: If I may --

4 THE COURT: That's what they tried to do,  
5 is do that when it benefited them, have the court  
6 involved, but when it didn't, then, oh, we have  
7 jurisdiction, the court shouldn't be involved. And  
8 I feel like it's like been batting the court back  
9 around, back and forth in this -- I think it's been  
10 very unfair and how this has been tried to be  
11 presented to the court, again, in a way, it's  
12 advantageous for their position at the time. So you  
13 know their position and it's in writing, this court  
14 has jurisdiction.

15 MR. GANT: If I may judge, if I may judge.  
16 What the court just articulated in my view, and I  
17 could be wrong, exactly what the defendants have  
18 been doing throughout this proceedings, in my  
19 opinion. Number one, Judge Dannheisser, on issue of  
20 the church property, issue of real property in the  
21 State of Florida. Ownership of property rules in  
22 our favor on that issue.

23 THE COURT: Right. In all candor, I would  
24 not have granted that temporary injunction at the  
25 time. I don't think there was sufficient basis to.