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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FAIRFIELD COUNTY
In The Circuit Court

Brian M. Gibbons, Circuit Court Judge

Case No. 2022-000987

Saint Luke Baptist Church,

Respondent,

v.

Rayshawn Terry,

Appellant.

RECORD ON APPEAL

VOLUME ONE

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STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

v.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS FOR
THE SIXTH JUDICIAL CIRCUIT

Case No. 2021-CP-20-00024

**ORDER GRANTING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT
AS TO PLAINTIFF'S ACTIONS FOR
DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AND DEFENDANT
RAYSHAWN TERRY'S
COUNTERCLAIMS**

INTRODUCTION

This matter came before the Court upon Plaintiff Saint Luke Baptist Church's (hereinafter "Church" or "Plaintiff") Motion for Summary Judgment as to the Church's claims for Declaratory Judgment and Permanent Injunctive Relief, and as to Defendant Rayshawn Terry's (hereinafter, "Defendant" or "Terry") counterclaims for Conversion, Slander/Slander *per se*, Breach of Contract/Breach of Contract with Fraudulent Intent and Violation of the Payment of Wages Act..

Plaintiff filed this lawsuit in the Fairfield County Court of Common Pleas on January 14, 2021, after Terry, the Church's former Pastor, continued to interfere with the Church congregation's vote to end his employment as pastor during a duly called meeting on December 26, 2020. On January 19, 2021, the Church filed a Motion for Temporary Injunction against Terry, seeking an order restraining and enjoining Terry from interfering with the Church's operations. The Honorable Eugene Griffith, Jr. entered an Order on February 4, 2021, granting Plaintiff's Motion for Temporary Injunction. Thereafter, on February 18, 2021, Terry filed an Answer, asserting the four counterclaims listed above.

Following discovery, on February 4, 2022, Plaintiff filed a Motion for Summary Judgment as to its claims for Declaratory and Permanent Injunctive Relief and as to Terry's Counterclaims, which was heard on March 31, 2022. After considering the oral arguments and memoranda presented by the

parties, I hereby grant the Church's Motion for Summary Judgment because, in viewing the facts in the light most favorable to Defendant, there are no genuine issues of material fact and Plaintiff is entitled to Summary Judgment as a matter of law as to the Church's claims for Declaratory and Permanent Injunctive Relief and as to each of Terry's Counterclaims.

FINDINGS OF FACT

The Church operates as a Baptist Church in Winnsboro, South Carolina, established in 1893. As a Baptist Church, Plaintiff operates as a "congregational rule" Church in accordance with its Bylaws, which govern the Church. The most recent Bylaws have been in use since May 23, 1984. The Church is led by a Pastor appointed by the congregation on recommendation of the Board of Deacons. Pursuant to the Bylaws, Terry was hired as the Church's 11th Pastor on or about August 1, 2019, following a recommendation of the Board of Deacons and a vote by the congregation.

The Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Prior to December 2020, due in part to the COVID-19 pandemic, the Church had not held a quarterly business meeting, although members of the Board of Deacons requested that Terry as Pastor call such meetings. The Bylaws require at least twenty-five (25) members to be present for any meeting of the Church in which business is transacted.

The Bylaws further provide that, "[t]he Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation." On December 20, 2020, the Board of Deacons convened a duly called meeting of the Board, at which seven Deacons were present, constituting a majority. The Deacons present at this meeting voted unanimously to recommend the termination of employment of Terry to the congregation. Thereafter, on December 22, 2020, Terry attempted to unilaterally remove several of the Deacons from the Board.

After the December 20, 2020 meeting of the Board of Deacons, a quarterly Church business meeting was scheduled for December 26, 2020. Congregation members were given notice of the Church business meeting by telephone calls and text messages three days in advance of the meeting. Some members of the congregation also received notice of the Church business meeting through "GroupMe" messages, a messaging platform that Terry began using to communicate with Church members regarding Church business at the onset of the COVID-19 pandemic. Prior to the duly called Church business meeting, Terry along with Barzelle Manning, the Director of Evangelism, discouraged members from attending. Terry admits to discouraging members from attendance using GroupMe messages while Manning threatened disfellowship of members who attended.

At the duly called meeting held on December 26, 2020, 68 of the 125 active members of the Church were present, accepted the recommendation of the Deacons, and voted to remove Terry as Pastor. This number exceeded the 25-member quorum requirement and also constituted a majority of the active membership. To ensure the legitimacy of the vote taken during the meeting, Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, served as a mediator for the vote. As the mediator, Dr. Harrison certified the vote and attested that the vote was carried out in accordance with the Church's Bylaws.

Despite being removed as Pastor, Terry continued to contact members of the Church and financial institutions and held himself out as having authority to act on behalf of the Church. Terry also removed the access of church officers and staff members to the Church's online giving platform and advised church members to give only through the online platform, for which only he had access. On December 30, 2020, the Church mailed a letter to Terry notifying him of his removal as Pastor and requesting that he cease and desist all attempts to act with the authority of Pastor; this letter was also personally served on Terry on January 5, 2021, by the Lancaster County Sheriff's Office.

The Church then initiated this action and obtained the aforementioned Order for Temporary Injunction from Judge Griffith, Jr. The Order for Temporary Injunction included a provision as follows:

“Saint Luke Baptist Church shall have a meeting of the members of the Church, not to be held before February 15, 2021, but within 30 days of this Order, wherein the congregation shall vote on the matter of who will be the Pastor or Interim Pastor of the Church moving forward. The Defendant’s attendance is prohibited. The meeting will be noticed by announcement each Sunday during Saint Luke Baptist Church service two (2) weeks prior to the date of the meeting and such other means ordinarily used by the Church.”

Thereafter, the Church timely held the meeting required by the order on February 20, 2021. At this meeting, the congregation voted to appoint Rev. Jerome Boyd as Interim Pastor. No person offered a motion to reinstate Terry as Pastor.

STANDARD OF REVIEW

Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRCP; See also, Tupper v. Dorchester County, 487 S.E.2d 187, 191 (1997); Wells v. City of Lynchburg, 501 S.E.2d 746, 749 (Ct. App. 1998). Summary judgment expedites disposition of issues which do not require the services of a fact finder. George v. Fabri, 345 S.C. 440, 548 S.E.2d 868 (2001).

The party seeking summary judgment has the initial burden of establishing the absence of a genuine issue of material fact. Bradley v. Doe, 374 S.C. 622, 649 S.E.2d 153 (Ct. App. 2007); McCall v. State Farm Mut. Auto. Ins. Co., 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). The nonmoving party must come forward with specific facts showing there is a genuine issue for trial. Rife v. Hitachi

Constr. Mach. Co., Ltd., 363 S.C. 209, 214, 609 S.E.2d 565, 568 (Ct. App. 2005). In considering a summary judgment motion, the court must view the facts in the light most favorable to the non-moving party. Koester v. Carolina Rental Ctr., Inc., 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994); Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

The South Carolina Declaratory Judgments Act, S.C. Code Ann. §§ 15-53-10 to 15-53-140 (1976 & Supp. 2002), provides that courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. S.C. Code Ann. § 15-53-20 (1976). Any person whose rights, status, or other legal relations are affected by a statute or municipal ordinance may have determined any question of construction or validity arising under the statute or ordinance and obtain a declaration of rights, status, or other legal relations thereunder. S.C. Code Ann. § 15-53-30 (1976), S.C. R. Civ. P. 57.

The purpose of the Declaratory Judgments Act "is to settle and to afford relief from uncertainty and insecurity with respect to rights, status and other legal relations." S.C. Code Ann. § 15-53-130 (2005); See also, Sunset Cay, LLC v. City of Folly Beach, 357 S.C. 414, 423, 593 S.E.2d 462, 466 (2004). Moreover, the Act "is to be liberally construed and administered." S.C. Code Ann. § 15-53-130.

CONCLUSIONS OF LAW

I. THE CHURCH IS ENTITLED TO A DECLARATORY JUDGMENT AS A MATTER OF LAW BECAUSE THE CHURCH, AS A "CONGREGATIONAL RULE" CHURCH, REMOVED TERRY AS PASTOR BY A MAJORITY OF THE CONGREGATION AND IN COMPLIANCE WITH THE CHURCH'S BYLAWS.

Based on the record in this case, there are no genuine issues of material fact and as a matter of law, the Church is entitled to an order declaring that it acted within its authority and that the removal of Terry as Pastor is valid pursuant to its Bylaws. Church disputes in South Carolina are resolved

following the “neutral principles of law” approach articulated in All Saints Par. Waccamaw v. Protestant Episcopal Church in Diocese of S.C., 685 S.E.2d 163 (S.C. 2009). Following this approach, “where a civil court can completely resolve a church dispute on neutral principles of law, the First Amendment commands it to do so.” Id. at 172. In this case, neutral principles of law allow the Court to look to the secular processes established by the Church for conducting business, including removal of its Pastor.

The record shows that Saint Luke is a “congregational rule” Baptist Church in which the congregation is the final decision maker for the hiring and termination of the Church’s Pastor as set forth in the Church’s Bylaws. “The law is clear that the majority controls the decisions of a congregational church.” McCain v. Brightharp, 399 S.C. 240, 248 (Ct. App. 2012). In a case involving the dismissal of a pastor in a Baptist church, the South Carolina Supreme Court has held that the only questions it had the power to consider were: (1) whether the congregation met, and (2) whether the congregation disposed of the defendant as pastor. McCain, at 248-249 (citing Morris Street Baptist Church v. Dart, 45 S.E.2d 753, 754 (S.C. 1903)). The Church’s Bylaws provide in part that, “[c]hurch conference meetings for business shall be held every quarter, three (3) months.”

The Church’s Bylaws also provide that at least twenty-five (25) members must be present at any meeting of the Church for which business is transacted. At a Church meeting held on December 26, 2020, in which a quorum was present, 68 members voted unanimously to terminate the services of Terry as Pastor. The total of 68 members voting to terminate Terry is also a majority of the Church’s total membership of 125 members.

The Bylaws are silent as to how notice of a church meeting is given. However, members were notified of the meeting in accordance with a practice that had been used historically to call meetings, including telephone calls and text messages using the Church’s robocall service over a 4-day period.

Terry acknowledged notice of the meeting, as Terry and at least one other member contacted members in an attempt to prevent the meeting from taking place.

In addition to following the Bylaws in the calling of the December 26, 2020 meeting, the record also reflects that the voting procedure also complied with the Bylaws. Rev. Dr. Preston Harrison, who is the Gethsemane Missionary Baptist Association Area Representative of the Midlands and Pastor of Blackjack Baptist Church, served as a mediator at the meeting, certified the vote and attested that the vote was in accordance with the Bylaws. Rev. Dr. Harrison is not a member of the Church's congregation and had no personal interest in the outcome of the vote. Furthermore, Judge Griffith previously determined in his Order Granting Temporary Injunction, that "in accordance with its Bylaws, Plaintiff acted within its authority and the removal of Terry was valid."

Terry argues that the vote was improper, however, he was not present at this meeting to observe the procedure and he has not presented evidence of any other applicable procedure for conducting church business. Terry's dispute of the facts relating to the vote is deficient to survive summary judgment, as he may not use the contradictions in his own testimony to create an issue of fact for the jury. See David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006); see also Barwick v. Celotex Corp., 736 F.2d 946, 960 (4th Cir. 1984).

Based on the record, there are no genuine issues of material fact regarding the Church's compliance with its Bylaws in the removal of Terry as Pastor; therefore, the Church is entitled to a declaration that it acted within its authority and the removal of Terry as Pastor is valid, as a matter of law.

II. THE CHURCH IS ENTITLED TO A PERMANENT INJUNCTION AS A MATTER OF LAW BECAUSE THE CHURCH'S REMOVAL OF TERRY IS VALID AND SUCH ACTION IS NECESSARY TO PREVENT FUTURE HARM TO THE CHURCH BASED UPON TERRY'S CONDUCT AFTER HIS REMOVAL.

As explained in Section I, *supra*, the Church acted within its authority and in accordance with its Bylaws with regard to the removal of Terry as Pastor. The undisputed record of Terry's conduct after removal is such that a permanent injunction is appropriate to prevent further irreparable harm to the Church.

"[A] temporary injunction is [used] to preserve the subject of controversy in the condition which it is at the time of the Order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation." County Council of Charleston v. Felkel, 244 S.C. 480, 483-84, 137 S.E.2d 577, 578 (1964). In contrast, "[a] permanent injunction is issued primarily to prevent future acts of harm and, unless specified otherwise in the order, is unlimited in respect of time." S.C. Dep't of Soc. Servs. v. Almeida, 2004 S.C. App. Unpub. LEXIS 502, 504 (cited for illustration rather than persuasion). Based on the record, the Church is entitled to an order to permanently enjoining Terry from interfering with the Church's business and operations, as a matter of law.

The record shows that Terry has a history of taking actions to interfere in the operations of the Church. For example, prior to the Court's Order for Temporary Injunction on February 4, 2021, the Church was denied access to its online giving platform financial accounts for the purpose of conducting its normal operations. Despite being removed as Pastor, Terry continued to contact members of the Church and financial institutions and held himself out as having authority to act on behalf of the Church. Accordingly, Terry should be permanently and forever enjoined from interfering with the Church's affairs and operations, to prevent future harm to the Church, and to allow the Church to move forward

with new leadership. Based on the record, there are no genuine issues of material fact and summary judgment is proper as to the Church's claim for permanent injunctive relief, as a matter of law.

III. THE CHURCH IS ENTITLED TO SUMMARY JUDGMENT AS TO ALL OF TERRY'S COUNTERCLAIMS.

- A. Terry's claim for conversion fails as a matter of law because Terry has failed to produce any evidence that the Church assumed and exercised the right of ownership of the items allegedly belonging to Terry to the exclusion of Terry's rights.**

Terry's conversion action fails as a matter of law because Terry cannot satisfy the elements of his claim. Conversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights. Conversion may arise by some illegal use or misuse, or by illegal detention of another's personal property. Owens v. Andrews Bank & Trust Co., 265 S.C. 490, 496, 220 S.E.2d 116, 119 (1975); Castell v. Stephenson Fin. Co., 244 S.C. 45, 50-51, 135 S.E.2d 311, 313 (1964).

During his deposition, Terry did not, within any reasonable degree of certainty, identify the specific items that he alleges the Church converted. Further, Terry stated that most of the items that he left on the Church's premises after his removal were returned to him; however, as to the items that he asserted were not returned, he failed to provide a description sufficient enough to identify such items. Terry admitted that none of the Church's staff or members assumed any responsibility for any of the items that he allegedly brought to the church.

Thus, Terry's own admission indicates that the Church's alleged retention of any alleged items owned by Terry was neither wrongful nor intentional. Further, the record reflects that the Church provided Terry an opportunity to retrieve any of his personal belongings that remained at the Church, as reflected in a letter dated January 5, 2021 from Deacon Kirk Chappell requesting that Terry arrange

a time to retrieve any belongings (“if your personal belongings have not been removed from the Church within 30 days, we will consider the items abandoned”).

Based on the record, the Church never exercised the right of ownership over or wrongfully detained any alleged items Terry left on the Church’s premises, as the Church attempted in good faith, to return any items Terry left on the premises. As such, Terry cannot establish the requisite elements of his claim for conversion and his claim fails as a matter of law. Accordingly, Terry’s claim for conversion against the Church is dismissed.

B. Terry’s claim for breach of contract/breach of contract with fraudulent intent fails as a matter of law because no binding contract exists between the parties.

Defendant also alleges that the Church breached his alleged employment contract. To establish a breach of contract claim, Terry must show that he entered into an enforceable contract with the Church. The elements required to establish a contract are an offer, acceptance, and valuable consideration. Roberts v. Gaskins, 327 S.C. 478, 486 S.E.2d 771, 773 (1997) (citing Carolina Amusement Co., Inc. v. Connecticut Nat’l Life Ins., Co., 313 S.C. 215, 437 S.E.2d 122 (1993)).

The record reflects that Terry never entered into an enforceable contract with the Church for employment. In fact, Terry admits in his deposition that he did not work for the Church under an employment contract at all; however, Terry insists that he worked under a “covenant contract.” Despite this assertion, Terry has not produced any evidence to support the existence of this alleged “covenant contract”, aside from Terry’s own vague testimony.

It is clear, based on the record, that no binding contract exists between the parties. Moreover, Terry’s testimony that he believed he would be employed for an indefinite period of time as the purported “covenant contract” had no expiration date, would be valid only if it complied with the Statute of Frauds. Under South Carolina law, a contract for an indefinite term, falls within the Statute

of Frauds as it is incapable of being performed within one year. The Statute of Frauds provides contract that cannot be performed within one year is unenforceable unless it is in writing and signed by the party against whom enforcement of the contract is sought. Springob v. Univ. of S.C., 407 S.C. 490, 495, 757 S.E.2d 384, 387 (2014). The burden of proof is on the party seeking to enforce the contract. Id. Terry has offered no evidence of a contract. For this reason, there exist no genuine issues of material fact regarding the existence of an enforceable contract. Therefore, Terry's contract claims ¹ fail as a matter of law.

C. Terry's contract claims also fail as a matter of law because the record reflects that he was employed by the Church in an at-will relationship.

Terry's failure to produce any evidence of an enforceable contract, in addition to his own omission that his employment arrangement was for an indefinite term, supports the Church's position that Terry was employed under an at-will relationship. In South Carolina, there is a presumption of at-will employment. Prescott v. Farmer's Tel. Co-Op., Inc., 335 S.C. 330, 516 S.E.2d 923, 927, n.8 (1999). Under South Carolina law, if an employee is employed for an indefinite period of time, the employment relationship is considered to be "employment at will." See Shealy v. Fowler, 182 S.C. 81, 188 S.E. 499, 1936). Generally, an employer may terminate an at-will employee for any reason or no reason and will not be subjected to a breach of employment contract claim. Conner v. City of Forest Acres, 348 S.C. 454, 560 S.E.2d 606 (2002).

Based on the record, and Terry's own admission, Terry was employed at will. Thus, his tenure was subject to end at the discretion of either party. As Terry fails to produce any evidence of an

¹ A valid claim for breach of contract accompanied by fraudulent act requires, as a threshold matter, the existence of a contract. Maro v. Lewis, 389 S.C. 216, 697 S.E.2d 684, 688 (S.C. Ct. App. 2010). Because Terry has failed to establish the existence of a contract that changed his at-will employment, Terry's cause of action for breach of contract accompanied by a fraudulent act also fails as a matter of law.

enforceable employment contract that changed his at-will employment relationship, there is no genuine issue of material fact as to Terry's at-will employment relationship. Accordingly, Terry's contract claims fail as a matter of law.

D. Terry's claim for slander/slander *per se* fails as a matter of law as Terry cannot establish the requisite elements of this claim, and any such alleged defamatory statements are privileged.

A party asserting a claim of defamation must prove the following elements: "(1) a false and defamatory statement was made; (2) the unprivileged publication of the statement to a third party; (3) the publisher was at fault; and (4) either the statement was actionable irrespective of harm or the publication of the statement caused special harm." Williams v. Lancaster Cty. Sch. Dist., 369 S.C. 293, 302-03, 631 S.E.2d 286, 292 (Ct. App. 2006).

Terry testified during his deposition that the allegation of Plaintiff's Complaint that suggest he stole funds was the basis for his defamation claim. It is well settled under South Carolina law that allegations found in relevant pleadings, even if defamatory, are absolutely privileged. McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945); Texas Co. v. C.W. Brewer & Co., 180 S.C. 325, 185 S.E. 623 (1936); Rodgers v. Wise, 193 S.C. 5, 7 S.E.2d 517 (1940) (court held that, pleadings, although they may constitute libel on their own, are absolutely privileged if they are relevant and legitimately related to the issues and inquiry at trial).

Here, the Church's allegations in the complaint are certainly relevant to this case, and therefore, any allegations made within the complaint constitutes a privileged communication. As such, Terry cannot satisfy the third element of his claim for defamation, as a matter of law, the claims claim should be dismissed.

E. Terry's claim for violation of the South Carolina Payment of Wages Act fails as a matter of law as Terry has failed to produce any evidence that Plaintiff failed to pay Terry's wages.

The South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10, *et seq.* (Supp. 2021), provides that when an employer fails to pay wages, an employee may recover an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees as the court may allow. S.C. Code Ann. § 41-10-80(C). In support of Terry's claim for a Payment of Wages Act violation, Terry contends that the Church failed to pay his annual salary of \$41,000.00 in 2020.

However, the record reflects that the Church paid Terry all wages due to him in 2020. In fact, the Church paid Terry a gross amount of \$42,576.84, which includes his total salary, and also reflects an additional check paid to him in 2021, despite his termination on December 26, 2020.

The Church's position is supported by the South Carolina Department of Labor, Licensing and Regulation's ("Department") determination based on its investigation of Terry's wage complaint, that Plaintiff did not violate the South Carolina Payment of Wages Act. Based on the findings of the Department's investigation, the Department did not impose sanctions against the Church, and closed Terry's file. Therefore, based on the record, there exist no genuine issues of material fact and summary judgment is appropriate as to Terry's wage claim.

CONCLUSION

Based on the aforementioned findings of fact and conclusions of law, this Court grants Plaintiff's Motion for Summary Judgment as to each of Plaintiff's claims, and as to all of Defendant's Counterclaims.

WHEREFORE, IT IS ORDERED that Defendant Terry's claims for Conversion, Breach of Contract/Breach of Contract With Fraudulent Intent, Slander/Slander *per se*, and Violation of the South Carolina Payment of Wages Act are hereby dismissed.

Furthermore, IT IS DECLARED that the Church acted within its authority and the removal of Terry as Pastor is valid pursuant to its Bylaws.

IT IS FURTHER ORDERED that a Permanent Injunction be issued against Defendant Terry prohibiting Terry and those acting in concert with Terry from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;
- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with Saint Luke Baptist Church's enjoyment and use of its real or personal property;
- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and accessing financial and banking platforms; including the username and password;
- (5) otherwise interfering with the normal duties and responsibilities of the officers; ministers and/or other employees of Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's social media accounts.

IT IS SO ORDERED.

The Honorable Brian M. Gibbons
Circuit Judge

April __, 2022
Fairfield, South Carolina



Fairfield Common Pleas

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry

Case Number: 2021CP2000024

Type: Order/Summary Judgment

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2022-04-21 14:36:56 page 15 of 15

STATE OF SOUTH CAROLINA
COUNTY OF Fairfield
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2000024

Saint Luke Baptist Church
PLAINTIFF(S)

Rayshawn Terry
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

After further review and deliberation, Judge Gibbons denies the Motion to Alter or Amend

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/14/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Fairfield Common Pleas

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry

Case Number: 2021CP2000024

Type: Order/Electronic Form 4

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2022-06-14 10:58:43 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SIXTH JUDICIAL CIRCUIT
COUNTY OF FAIRFIELD	)	
	)	
SAINT LUKE BAPTIST CHURCH,	)	CASE NO. # 2021-CP-20-00024
	)	
Plaintiff	)	CONSENT ORDER RELIEVING
vs.	)	COUNSEL
	)	
RAYSHAWN TERRY,	)	
	)	
Defendant,	)	

This matter comes before the Court by way of motion of counsel to be relieved in this matter, and with the consent of the defendant, Rayshawn Terry as well as opposing counsel. As evidenced by this filing, Mr. Terry has been advised of the potential pitfalls of representing himself in the event another counsel is not retained, and his signature indicates an understanding of those potential issues and a desire for counsel to be relieved in this matter. Therefore, it is hereby ordered that Jonathan M. Milling and the Milling Law Firm, LLC are hereby relieved as counsel in this matter. The Fairfield County Clerk of Court shall send all future notices to Mr. Terry at 2435 Chatham Drive Indian Land SC 29707, and Mr. Terry shall apprise the Clerk and opposing counsel of any change of address until such time as new counsel may appear on his behalf. Mr. Terry shall additionally be responsible for responding to any outstanding discovery requests submitted by Plaintiffs on or before October 11, 2021.

IT IS SO ORDERED!

Presiding Judge

August 16, 2021



Fairfield Common Pleas

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry
Case Number: 2021CP2000024
Type: Order/Relieve Counsel

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2021-09-23 10:01:11 page 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**ORDER FOR TEMPORARY
INJUNCTION**

This matter came before the Court on January 27, 2021, for a hearing on Plaintiff's Motion for a Temporary Injunction ("Plaintiff's Motion) restraining and enjoining Defendant and those acting in concert or participation with Defendant from: attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor; interfering in any way with the ministerial and business operations of Saint Luke Baptist Church; taking any action that interfere with the Saint Luke Baptist Church's enjoyment and use of its real or personal property; taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms; including the username and password; otherwise interfering with the normal duties and responsibilities of the officers; ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and engaging in the use of Saint Luke Baptist Church's social media accounts and relinquish all access to such, including the username and password.

Based on the pleadings filed herein, Plaintiff's Memorandum of Law, Affidavits, along with the information and arguments presented during the hearing, this Court finds that Plaintiff's Motion should be granted.

Legal Authority

"The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it." Compton v. S.C. Dept. of Corrections, 392 S.C. 361, 366; 709 S.E.2d 639, 642 (2011) (citing Powell v. Immanuel Baptist Church, 261 S.C. 219, 221; 199 S.E.2d 60, 61 (1973)). To obtain a preliminary injunction, the moving party must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. Id. The moving party must establish that: (1) it will suffer immediate, irreparable harm without the injunction; (2) it has a likelihood of success on the merits; and (3) it has no adequate remedy at law. Id. In evaluating whether Plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the moving party has made a sufficient *prima facie* showing of entitlement to relief. Id.

"In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant and grant an injunction which seems most consistent with justice and equity under the circumstances of the case." Id. The Court should be mindful that injunctions are routinely granted "even though the injunctive remedy may cause some economic hardship" to the defendant. Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 274-275; 363 S.E.2d 891, 896 (1987).

Analysis

This Court finds that Plaintiff has established that: (1) it will suffer immediate, irreparable harm without the injunction; (2) it has a likelihood of success on the merits; and (3) it has no adequate remedy at law.

Plaintiff operates as "congregational rule" church, in accordance with its Bylaws, which have been in existence since on or about May 23, 1984. In accordance with the Bylaws, the Church is led by a pastor, who is appointed by the congregation on recommendation of the Board of Deacons. Following a recommendation by the Board of Deacons and a vote by the congregation, Rev. Rayshawn Terry was appointed as the 11th Pastor of Saint Luke on August 1, 2019.

On December 26, 2020, 68 of the Church's 125 active members, which exceeded the 25 members necessary for a quorum, gathered for a quarterly business meeting. Notification of this business meeting was sent to all listed Church members via text message and telephone calls three days in advance of the meeting. Subsequently, the congregation accepted the Deacon's recommendation, and unanimously voted to remove Rev. Terry as Pastor. The vote included all members who were 12 years of age and over. Rev. Terry was notified of the vote in writing on December 26, 2020.

After being removed from his position as Pastor of Saint Luke, Rev. Terry continues to contact members of the Church and financial institutions and holds himself out as having the authority to act on behalf of the Church. On December 30, 2020, Rev. Terry was notified in writing to cease and desist all attempts to act with the authority of Pastor of Saint Luke; and was served by the Lancaster County Sheriff's Office on January 5, 2021, with the letter notifying him of his removal as Pastor and the cease-and-desist letter. On January 9, 2021, Saint Luke Chairman of Deacons, notified the Fairfield County Sheriff's Office that Rev. Terry had notified the Church's online giving platform to remove all persons as account owners other than himself from the account and has refused to relinquish control of such.

Irreparable Harm to Plaintiff

Since inception, Saint Luke has had transitions of leadership from one Pastor to the next, weather voluntary or otherwise. The Church's Bylaws serve as governance in order to facilitate this transition. The Church, acting as one body, has the authority to hold business meetings and vote accordingly on business affairs of the Church. Moreover, Saint Luke has provided the community with a peaceful place of worship for 127 years under the unified leadership of an appointed Pastor.

In this instance, Rev. Terry, despite an authorized vote by the congregation removing him as Pastor, continues to interfere with the business and financial affairs of Saint Luke. Immediate and irreparable injury, loss, and/or damages will result to Saint Luke and the Gethsemane Missionary Baptist Association unless Defendant is restrained as provided herein. Plaintiff will suffer immediate and irreparable injury as a result of these actions by Defendant, which have prevented Plaintiff from continuing peaceful worship within the community and conducting the business affairs of the Church.

Plaintiff is Likely to Prevail on the Merits of This Action

Plaintiff's Bylaws are the governing documents for the organization and have been utilized for 36 years. The Bylaws authorize the Church to hold quarterly meetings to conduct the business of the Church, of which a quorum must be present. In accordance with its Bylaws, Plaintiff acted within its authority and the removal of Defendant as Pastor was valid. Thus, Saint Luke is likely to succeed on the merits.

Plaintiff Does Not Have an Adequate Legal Remedy at Law

Any legal remedy, such as monetary damages, would be inadequate in this case because Defendant's conduct is prohibiting the members of Saint Luke from practicing their faith in their

ordinary and customary manner. Specifically, Defendant's conduct caused a level of confusion which discourages participation in Saint Luke activities, which has the potential of reducing participation in the Church. Further, Defendant's interference with the banking services threatens long standing banking relationships which took years to develop.

Conclusion

Based on the information presently before the Court, an injunction is needed to maintain the status quo and prevent Plaintiff from suffering irreparable injury, loss, and damage. Plaintiff has further established that it is likely to succeed on the merits and that other remedies that might be available to plaintiff are inadequate.

WHEREFORE, IT IS HEREBY ORDERED that Defendant and those acting in concert or participation with Defendant are hereby restrained and enjoined from:

- (1) Attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor:
 - a. Defendant shall immediately relinquish the username and password to all social media accounts in the name of "Saint Luke Baptist Church," "SLBC," or "SLBCW" to include but not limited to Instagram, LinkedIn, Twitter, and Facebook.
 - b. If social media accounts were paid for by Defendant, he must provide receipts showing costs and shall be reimbursed by Saint Luke Baptist Church.
- (2) Interfering with financial accounts of Saint Luke Baptist Church, to include the following:

- a. Defendant shall be immediately removed as account holder, representative, or signer from Saint Luke Baptist Church's First Horizon Bank Accounts, checking, savings, loans, or otherwise.
- b. An exemplified copy of this Order shall act as authority of the Court that First Horizon Bank shall act consistently with the terms of the court Order and shall no longer consider Rayshawn Terry to be an agent or authority for the church.
- c. Defendant shall be immediately removed as account holder, representative, or signer from Saint Luke Baptist Church's online giving platform Subsplash.
- d. The following Saint Luke Baptist Church Trustees shall be the only named account holders for Saint Luke Baptist Church Accounts held at First Horizon Bank: Mr. Curtis Brown, Mr. Odell McCants, Jr., and Mrs. Janice M. Padgett.
- e. The Saint Luke Baptist Church Trustees shall cause a monthly reconciliation of all financial accounts during the pendency of this action and shall make monthly financial reports available to all active members of Saint Luke Baptist Church. A copy shall be transmitted to defense counsel of record for transparency of finances.
- f. Defendant shall immediately relinquish the username and password to all online giving platforms created in the name of Saint Luke Baptist Church. If such platforms were paid

for by Defendant, he must provide receipts showing costs and will be reimbursed by Saint Luke Baptist Church.

- (3) Making disparaging comments on any social media or virtual platforms, to include but not limited to, Instagram, LinkedIn, Twitter, Facebook, and Zoom, regarding Saint Luke Baptist Church, its members, Board of Deacons, Interim Pastor, or the Gethsemane Missionary Baptist Association. Plaintiff is likewise prohibited from making disparaging comments on any social media or virtual platforms, to include but not limited to, Instagram, LinkedIn, Twitter, Facebook, and Zoom, regarding Defendant.

IT IS FURTHER ORDERED THAT Saint Luke Baptist Church shall have a meeting of the members of the Church, not to be held before February 15, 2021, but within 30 days of this Order, wherein the congregation shall vote on the matter of who will be the Pastor or Interim Pastor of the Church moving forward. The Defendant's attendance is prohibited. The meeting will be noticed by announcement each Sunday during Saint Luke Baptist Church service two (2) weeks prior to the date of the meeting and such other means ordinarily used by the Church.

Nothing in this order is intended to prohibit or restrict Saint Luke Baptist Church from holding regular services with an Interim Pastor. Additionally, the Court reserves the right to consider sanctions for violation of this Order by either Plaintiff or Defendant.

IT IS SO ORDERED.

The Honorable Eugene C. Griffith, Jr.
Chief Administrative Judge for the Sixth Circuit

January _____, 2021
Columbia, South Carolina



Fairfield Common Pleas

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry

Case Number: 2021CP2000024

Type: Order/Temporary Injunction

It is so ordered

Eugene C. Griffith, Jr. 2154

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STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-_____

Saint. Luke Baptist Church,

Plaintiff,

SUMMONS

vs.

Rayshawn Terry,

Defendant.

TO THE DEFENDANT:

YOU ARE HEREBY summoned and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer upon the subscriber at Post Office Box 11844, Columbia, South Carolina 29211, within thirty days, and if you fail to answer or appear and defend the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in this Complaint.

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

Charles J. Boykin (SC Bar ID 65149)

Kenneth A. Davis (SC Bar ID 66416)

S. Lynn Smith (SC Bar ID 104048)

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Columbia, SC 29211

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lsmith@boykinlawsc.com

ATTORNEY FOR PLAINTIFF

Columbia, South Carolina
January 14, 2021

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint. Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-_____

**COMPLAINT FOR DECLARATORY
JUDGMENT AND
INJUNCTIVE RELIEF
(Non-Jury)**

Plaintiff, Saint Luke Baptist Church (hereinafter the "Plaintiff") complaining of Defendant Rayshawn Terry (hereinafter "Defendant") alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Saint Luke Baptist Church is non-profit corporation organized and incorporated in the State of South Carolina.
2. Plaintiff Saint Luke Baptist Church operates in Fairfield County, South Carolina.
3. Defendant Rayshawn Terry is an individual who, upon information and belief is a resident of Lancaster County, South Carolina.
4. This Court has subject matter jurisdiction over this case and personal jurisdiction over these parties. Venue is proper before this Court.

FACTUAL BACKGROUND

5. Plaintiff currently operates as a Baptist Church in Winnsboro, South Carolina, established in 1893.
6. As a Baptist Church, Plaintiff historically operates as a "congregational rule" Church in accordance with the Bylaws, which govern the organization and have been in use since

on or about May 23, 1984, attached hereto as Exhibit "A" and incorporated herein by reference ("Bylaws").

7. Plaintiff is led by a Pastor, appointed by the congregation on the recommendation of the Board of Deacons.

8. Plaintiff is a member of the Gethsemane Missionary Baptist Association, an association of Baptist Churches, which was founded in 1861. Gethsemane serves as a support association for its member churches.

9. Defendant was hired as Plaintiff's 11th Pastor on or about August 1, 2019, following a recommendation of the Church Board of Deacons and a vote by the congregation, which is consistent with Plaintiff's Bylaws.

10. Plaintiff's Bylaws provide in part that, "the Chairman of the Deacons shall generally supervise all the affairs of the church."

11. Plaintiff's Bylaws provide in part that, "[t]he Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation" (emphasis added).

12. Plaintiff's Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Prior to December, due in part to the COVID-19 pandemic, the Church had not held a quarterly business meeting, although members of the Board of Deacons sought such quarterly meetings through Defendant.

13. During the COVID-19 pandemic, Plaintiff conducted weekly drive-in services and would at times conduct virtual meetings.

14. Plaintiff's Bylaws provide in part that, at least 25 members must be present for any meeting of the Church for which business would be transacted.

15. On December 20, 2020, at a meeting of the Saint Luke Board of Deacons, at which a majority of Deacons were present, seven (7) of nine (9) voted to recommend the termination of employment of Defendant to the Saint Luke Baptist Church congregation

16. On December 22, 2020, Defendant attempted to unilaterally remove several of Plaintiff's Deacons from the Board of Deacons.

17. Plaintiff's congregation was notified of the business meeting via telephone call and text message over a four (4) day period prior to the December 26, 2020 meeting date.

18. On December 26, 2020, at a duly called meeting, 68 of the 125 Church's active membership, which exceeded a quorum, and also constitutes a majority of the membership, were present and accepted the recommendation of the Deacons and voted to remove Defendant as Pastor.

19. On December 26, 2020, Defendant was notified, in writing attached hereto as Exhibit B, of Plaintiff's decision to terminate his employment.

20. On December 26, 2020, Defendant was notified, in writing, that he was no longer permitted on Church property for any purpose. (See Exhibit B).

21. On December 30, 2020, Defendant received a correspondence attached hereto as Exhibit C, instructing him to cease and desist from any use of Plaintiff's image and likeness and representation that he was currently employed as Plaintiff's Pastor.

22. After notification of the termination of his employment, Defendant, on multiple occasions, continued to hold himself out as having the authority to act on behalf of Plaintiff to Plaintiff's congregation and the public.

23. Despite receiving notification to cease and desist from using Plaintiff's name, likeness, and images, Defendant continues to use Plaintiff's social media site asserting himself as

Plaintiff's Pastor, which ended on December 26, 2020, and has denied access to Plaintiff's administration.

24. After notification of the termination of his employment, Defendant removed Plaintiff as the account owner from its online giving platform and converted Plaintiff's monetary donations to his personal use; and has refused to relinquish access to Plaintiff's administration.

25. On multiple occasions, after his removal as Plaintiff's Pastor, Defendant texted and called Plaintiff's members, continuing to misrepresent himself as Pastor, and instructed members to use the online giving platform instead of giving monetary offerings directly to the Church.

26. On January 5, 2020, the Lancaster County Sheriff's Department served Defendant with a copy of both Exhibit B and Exhibit C.

27. On January 9, 2021, Plaintiff notified the Fairfield County Sheriff's Office that Defendant had removed Plaintiff from its online giving account and provided his name as the only account owner.

28. Defendant has disregarded his removal as Pastor and continues to act as Plaintiff's Pastor contacting Plaintiff's members and attempting to host official business meetings of the Church as if he continues to occupy the capacity of Pastor of the Church.

29. Despite being notified of his removal as Pastor, Defendant continues to hold himself out as Pastor which results in confusion and dissention within the Church causing significant harm.

30. Despite being notified of his removal as Pastor, Defendant continues to use Plaintiff's name and likeness on social media platforms solely to his benefit to the detriment to Church.

31. Plaintiff continues to be injured by Defendant's conduct in violation of the action taken by the Church on December 26, 2020.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

32. Plaintiff hereby realleges and incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth.

33. Plaintiff's Bylaws were established on or about May 23, 1984, to provide rules of governance going forward.

34. Plaintiff's Bylaws provide that meetings to conduct the business of the organization are required on a quarterly basis.

35. Plaintiff's Bylaws do not require quarterly business meeting to be convened by the sitting Pastor or otherwise.

36. Plaintiff convened a majority of its Board of Deacons in a duly called meeting, wherein the majority voted to recommend to its members that Defendant be removed from his position as Pastor.

37. Plaintiff convened a quorum of its members in a duly called meeting, wherein there was a unanimous vote, by the Church members present, to remove Defendant from his position as Pastor.

38. Plaintiff notified Defendant on December 26, 2020, that he had been removed from his position as Pastor.

39. As a result of the foregoing, Plaintiff is informed and believed that it is entitled to an Order of this Court declaring that Plaintiff acted within its authority and the removal of Defendant as Pastor is valid pursuant to its Bylaws.

FOR A SECOND CAUSE OF ACTION
(Preliminary and Permanent Injunction)

40. Plaintiff hereby realleges and incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth.

41. On multiple occasions, despite being notified of his removal, Defendant has continued to interfere with Plaintiff's financial and ministerial operations.

42. Defendant continues to attempt to hold business meetings as Plaintiff's Pastor, divert Plaintiff's funds for his personal use, and enter onto church premises, intentionally and knowingly disregarding his removal by Plaintiff's congregation.

43. Due to Defendant's intentional misrepresentation, Plaintiff will suffer irreparable harm and loss if Defendant is permitted to continue to intentionally misrepresent his association with Plaintiff.

44. The harm and loss are to Plaintiff's reputation and standing within the faith community in Fairfield County in general and the Gethsemane Missionary Baptist Association in particular.

45. An injunction is necessary in this matter because Plaintiff's harm is continuing each day that Defendant misleads members of Plaintiff's congregation and the public regarding his association with Plaintiff.

46. A temporary injunction is necessary in this action to protect the Plaintiff from the harm being inflicted on a continuous basis.

47. A temporary injunction is necessary to protect the legal rights of Plaintiff, and Plaintiff is entitled to this injunction.

48. Greater injury will be inflicted upon Plaintiff by the denial of temporary injunctive

relief than would be inflicted upon Defendant by granting of such relief.

49. Pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, Plaintiff seeks that this Court grant an injunction against Defendant requiring him to cease and desist:

- (a) attempting to act on behalf of Saint Luke Baptist Church in the official capacity of Pastor;
- (b) interfering with the ministerial and business operations of Saint Luke Baptist Church;
- (c) taking any action with respect to the real or personal property of Saint Luke Baptist Church;
- (d) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and to relinquish all access to financial and banking platforms;
- (e) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (f) engaging in the use of Saint Luke Baptist Church's social media accounts and to relinquish all access to all social media platforms.

WHEREFORE, Plaintiff respectfully prays this Court:

- a. Declare that the termination of Defendant was in accordance with Plaintiff's authority and in accordance with its Bylaws.
- b. Issue a temporary restraining order or preliminary injunction, ordering an immediate hearing on the temporary relief requested and restraining the Defendant from; attempting to act on behalf of Plaintiff in the official capacity of Pastor, interfering with Plaintiff's ministerial and business operations, taking any action with respect to Plaintiff's real or personal property, taking any action with respect to Plaintiff's banking

and financial accounts and to relinquish all access to financial and banking platforms, interfering with the normal duties and responsibilities of Plaintiff's officers, ministers, and/or other employees or governing body, and engaging in the use of Plaintiff's social media accounts and relinquish all access to these platforms.

- c. Issue a permanent injunction ordering an immediate hearing on the temporary relief requested and restraining Defendant from; attempting to act on behalf of Plaintiff in the official capacity of Pastor, interfering with Plaintiff's ministerial and business operations, taking any action with respect to Plaintiff's real or personal property, taking any action with respect to Plaintiff's banking and financial accounts and to relinquish all access to financial and banking platforms, interfering with the normal duties and responsibilities of Plaintiff's officers, ministers, and/or other employees or governing body, and engaging in the use of Plaintiff's social media accounts and relinquish all access to these platforms.
- d. Order Defendant to pay all costs and attorneys' fees associated with this action.
- e. Order such other and further relief as this Court deems just and proper.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

Charles J. Boykin (SC Bar ID 65149)
Kenneth A. Davis (SC Bar ID 66416)
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ATTORNEYS FOR PLAINTIFF

January 14, 2021
Columbia, South Carolina

EXHIBIT A

SAINT LUKE BAPTIST CHURCH

BY-LAWS, MISSION and MINISTRIES

ELECTRONICALLY FILED - 2021 Jan 14 4:35 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

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- II. Church Mission Statement**
- III. Church By-Laws**
- IV. Church Ministries**

CHURCH COVENANT

Having been lead as we believe by the Spirit of God, to receive the Lord Jesus Christ as our Savior and, on the profession of our faith, having been baptized in the name of the Father, and the Son, and of the Holy Spirit, we do now in the presence of God and this assembly, most and joyfully enter into covenant with one another as one body in Christ.

WE, ENGAGE, THEREFORE, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline, and doctrine to contribute cheerfully and regularly to support the ministry, the expenses of the church, the relief of the poor, and the spreading of the gospel through all nations.

WE ALSO ENGAGE to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our department; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; to be zealous in our efforts to advance the Kingdom of our Savior.

WE FURTHER ENGAGE to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offence, but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

WE MOREOVER ENGAGE THAT WHEN we remove from this place, we will, as soon as possible, unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

**AND NOW UNTO HIM WHO BROUGHT AGAIN FROM THE DEAD, OUR
LORD, AMEN.**

Articles of Faith

I. THE SCRIPTURES.

We believe that the Holy Bible was written by men divinely inspired, and is a perfect treasure of heavenly instruction: that it has God for its author, salvation for its end, and truth without any mixture of error for its matter; that it reveals the principles by which God will judge us, and therefore is, and shall remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and opinions shall be tried.

II. THE TRUE GOD.

We believe the Scriptures teach that there is one, and only one, living and true God, an infinite, intelligent Spirit, whose name is Jehovah, the Maker and Supreme Ruler of heaven and earth; inexpressibly glorious in holiness, and worthy of all possible honor, confidence and love; that in the unity of the Godhead there are three persons, the Father, the Son, and the Holy Ghost; equal in every divine perfection, and executing distinct but harmonious offices in the great work of redemption.

III. THE FALL OF MAN

We believe the Scriptures teach that Man was created in holiness, under the law of his Maker; but by voluntary transgressions fell from that holy and happy state; in consequence of which all mankind are now sinners, not by constraint but choice; being by nature utterly void of that holiness required by the law of God, positively inclined to evil; and therefore under just condemnation to eternal ruin, without defense or excuse.

IV. THE WAY OF SALVATION.

We believe that the Scriptures teach that the salvation of sinners is wholly of grace; through the mediatorial offices of the Son of God, who by the appointment of the Father, freely took upon him our nature, yet without sin; honored the divine law by his personal obedience, and by his death made a full atonement for our sins; that having risen from the dead, he is now enthroned in heaven; and uniting in his wonderful person the tenderest sympathies with divine perfections, he is in every way qualified to be a suitable; a compassionate, and an all-sufficient Savior.

V. JUSTIFICATION

We believe the Scriptures teach that the great Gospel blessing which Christ secures to such as believe in him is justification; that justification includes the pardon of sin, and the promise of eternal life on principles of righteousness; that it is bestowed, not in consideration of any works of righteousness which we have done, but solely through faith in the Redeemer's blood; by virtue of which faith his perfect righteousness is freely imputed to us of God; that it brings us into a state of most blessed peace and favor with God, and secures every other blessing needful for time and eternity.

VI. THE FREENESS OF SALVATION.

We believe that the Scriptures teach that the blessings of salvation are made free to all by the Gospel; that it is the immediate duty of all to accept them by cordial, penitent and obedient faith; and that nothing prevents the salvation of the greatest sinner on earth, but his own determined depravity and voluntary rejection of the "Gospel; which rejection involves him in an aggravated condemnation.

VII. REGENERATION

We believe that the Scriptures teach that in order to be saved, sinners must be regenerated, or born again; that regeneration consists in giving a holy disposition to the mind that it is effective in a manner above our comprehension by the power of the Holy Spirit in connection with divine truth, so as to secure our voluntary obedience to the Gospel; and that its proper evidence appears in the holy fruits of repentance and faith, and newness of life.

VIII. REPENTANCE AND FAITH

We believe the Scriptures teach that repentance and faith are sacred duties, and also inseparable graces, wrought in our souls by the regenerating Spirit of God; whereby being deeply convinced of our guilt, danger and helplessness and of the way of 'salvation by Christ, we turn to God with unfeigned contrition, confession, and supplication for mercy; at the same time heartily receiving the Lord Jesus Christ as our prophet, priest and king, and relying on him alone as the only and all-sufficient Savior.

IX. GOD'S PURPOSE OF GRACE

We believe the Scriptures teach that election is the eternal purpose of God, according to which he graciously regenerates, sanctifies, and saves sinners; that being perfectly consistent with the free agency of man, it comprehends all the means in connection with the end; that it is a most glorious display of God's sovereign goodness, being infinitely free, wise, holy and unchangeable; that it utterly excludes boasting and promotes humility, love, prayer, praise, trust in God, and active imitation of his free mercy; that it encourages the use of means in the highest degree; that it may be ascertained by its effects in all who truly believe the Gospel; that it is the foundation of Christian assurance; and that to ascertain it with regard to ourselves demands and deserves the utmost diligence.

X. SANCTIFICATION.

We believe the Scriptures teach that Sanctification is the process by which, according to the will of God, we are made partakers of his holiness; that it is a progressive work; that it is begun in regeneration; and that it is carried on in the hearts of believers by the presence and power of the Holy Spirit, the Sealer and Comforter, in the continual use of the appointed means especially the word of God, self-examination, self-denial, watchfulness, and prayer.

XI. PERSEVERANCE OF SAINTS.

We believe the Scriptures teach that such only are real believers as endure to the end; that their persevering attachment to Christ is the grand mark which distinguishes them from superficial professors; that a special Providence watches over their welfare; and they are kept by the power of God through faith unto salvation.

XII. THE LAW AND GOSPEL.

We believe the Scriptures teach that the law of God is the eternal and unchangeable rule of his moral government; that it is holy, just and good; and that the inability which the Scriptures ascribe to fallen men to fulfill its precepts, arise entirely from their love of sin; to deliver them from which, and to restore them through a Mediator to unfeigned obedience to the holy Law, is one great end of the Gospel, and of the Means of Grace connected with the establishment of the visible church.

XIII. A GOSPEL CHURCH.

We believe the Scriptures teach that a visible church of Christ is a congregation of baptized believers, associated by a covenant in the faith and fellowship of the Gospel; observing the ordinances of Christ; governed by his laws; and exercising the gifts, rights, and privileges invested in them by His Word; that its only scriptural officers are Bishops or Pastors, and Deacons whose Qualifications, claims and duties are defined in the Epistles to Timothy and Titus.

XIV. BAPTISM AND THE LORD'S SUPPER.

We believe the Scriptures teach that Christian baptism is the immersion in water of a believer, into the name of the Father, and Son, and Holy Ghost; to show forth in a solemn and beautiful emblem, our faith in the crucified, buried, and risen Savior, with its effect, in our death to sin and resurrection to a new life; that it is prerequisite to the privileges of a church relation; and to the Lord's Supper, in which the members of the church, by the sacred use of bread and wine, are to commemorate together the dying love of Christ; preceded always by solemn self-examination.

XV. THE CHRISTIAN SABBATH.

We believe the Scriptures teach that the first day of the week is the Lord's Day, or Christian Sabbath, and is to be kept sacred to religious purposes, by abstaining from all secular labor and sinful recreations, by the devout observation of all the means of grace, both private and public, and by preparation for the rest that remaineth for the people of God.

XVI. RIGHTEOUS AND WICKED.

We believe the Scriptures teach that there is a radical and essential difference between the righteous and the wicked; that such only as through faith are justified in the name of the Lord Jesus, and sanctified by the Spirit of our God, are truly righteous in his esteem; while all such as continue in impenitence and unbelief are in his sight wicked, and under the curse; and this distinction holds among men both in and after death.

XVII. THE WORLD TO COME

We believe the Scriptures teach that the end of the world is approaching; that at the last day, Christ will descend from heaven, and raise the dead from the grave for final retribution; that a solemn separation will then take place; that the wicked will be adjudged to endless punishment, and the righteous to endless joy; and that this judgment will fix forever the final state of men in heaven or hell, on principles of righteousness.

MISSION STATEMENT

It shall be the function of the church to teach that the Bible is the inspired Word of God and the sole authority for faith and practice and to engage its members to adhere to all of the teachings of Jesus Christ by holding regular worship services, by preaching the gospel message and urging its personal acceptance, by encouraging prayer, gifts, study and services in an effort to establish the Kingdom of God throughout the world, to promote systematic Bible Study, church policy training, department training for the church services and participation, to enlist every member to church activities, church school and periodic workshops, to do charitable and/or educate works through kindergarten, daycare centers, senior citizens, programs or methods approved by the Church Body.

BY-LAWS OF SAINT LUKE BAPTIST CHURCH

NAME

The name of this organization in the Saint Luke Baptist Church. It is hereafter referred to as the "Church." This church is a non-profit organization.

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. there shall be no meeting of the church without an approved agenda.

OFFICERS

Note: None of the following positions of the church body at any given time shall be held jointly by any one person, except with the consent of the pastor.

A. PASTOR

THE PASTOR. Shall be the Spiritual and temporal leader of the church. He shall be the principal representative of the church and shall generally supervise all the affairs of the church. He shall appoint committees as they are needed. The Pastor shall live an exemplary Christian life and shall be responsible for all the preaching, teaching, counseling, to and among the congregation. He shall visit the sick, infirm, destitute and afflicted and exercise Pastoral care among the members; he shall devote himself diligently to instruction and training of the membership. He shall, when in his judgement the occasion shall call for it, comfort, instruct, reprove and admonish the members privately and publicly. He shall supervise all activities within the congregation as Shepard. The Pastor shall promote a spirit of peace and good will among members of the congregation.

B. ASSISTANT PASTOR

THE ASSISTANT PASTOR shall also be a spiritual and temporal leader of the church. The Assistant Pastor shall in the absence of the Pastor, perform the duties of the Pastor or appoint temporarily another person to do so and perform such duties as assigned him by the Pastor.

C. CHAIRMAN OF BOARD OF DEACONS

THE CHAIRMAN OF DEACONS shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

D. DEACONS

THE DEACONS of this church shall possess those qualities as set forth in Acts 6:3 and I Timothy 3:8-12. The Deacons shall assist the Pastor in carrying out the church's program. The church shall select as many Deacons as the Pastor and church deems necessary to serve the congregation.

E. CHURCH SECRETARY

THE CHURCH SECRETARY works under the direct supervision of the Pastor and supervise the following elected or appointed officers; keep accurate record of membership, letters, correspondence and other communication; typing official business letters and keeping ample supplies on hand.

F. TRUSTEES

THE TRUSTEES - Effective trustees will function as Christian stewards of property God has entrusted to the congregation. This includes supervising and maintaining both the physical property of the congregation and gifts made to the congregation so that the ministries of the congregation can be effective and all legal requirements related to the property are satisfied.

G. FINANCE COMMITTEE

FINANCE COMMITTEE - All business transactions will be preceded by prayer. The money will be counted after services with a minimum of three (3) committeemen. Please open each envelope and count its contents. Compare the cash count with written amounts. Give empty envelopes to the financial secretary, or person responsible for recording contributions or the record of individuals members. Envelopes should be retained for at least 3 years. The finance committee is charged with the responsibility to see that the money which is given to the church is used by the church as approved in the budget when adopted by the church. This committee will protect the church from individuals or groups who would make unnecessary expenditures of money.

H. CHOIR MEMBERS

CHOIR MEMBERS Any choir member missing three consecutive rehearsals will be warned of duty. Legitimate excuses for not attending rehearsals are as follows:

- (a) Illness. (b) Bereavement, (c) Work hours, (d) a dependent relative, (e) taking a course of study, (f) death. The following must be done by choir members who have a bona fide excuse for not attending rehearsals: Contact the president, vice president, secretary, matron or director.

I. USHERS

USHERS should be a Christian who is willing to serve and share his religion with others. He should be a person with unusual personality, polite, obliging and alert. The usher must have the ability to make strangers feel welcome in a strange place. He should have a watchful eye. The usher's chief aim and desire should be to see that a stranger or member enjoy the service in peace, comfort and undisturbed while in church. It is the usher's duty to preserve decorum, render service to members and friends from the time they reach the building until they leave. The chief usher or president will assign ushers to their stations.

J. FUNERAL and BURIAL SERVICES**St. Luke Baptist Church**

FUNERAL and BURIAL POLICY – It is the desire of the church to assist members of the church and the community with respectfully laying their love ones to rest.

Initial Contact:

The family should contact the chair of the burial committee (the designated deacon.) The designated deacon will contact the Pastor.

The family should complete the burial packet which includes all information related to the pending funeral service. This packet includes a listing of the desires of the family regarding the use of the church, burial ground, fellowship hall, etc. The deacon will serve as the liaison between the family and the Pastor.

Cost:

(See membership section for definitions and details)

Member Emeritus: No charge

Active Member: No charge

Non-Active Member: Half of each detailed charge

Non-Member: Full cost of each detailed charge

The full cost of funeral services shall be as follows:

Church	\$500.00
Cemetery Burial Plot	\$2,000.00
Fellowship Hall	\$300.00
Footstone	<u>\$150.00</u>
Total	\$2,950.00

STATEMENT of CONSTITUTION of BIBICAL MARRIAGE

This church believes in the sanctity of the marital union as described in Scripture: God created the first marriage as a sacred covenant relationship between one man and one woman for the purposes of procreation, companionship and dominion over creation, in keeping with the covenant relationship God himself established with his own creation. (Genesis 2:15-24; Romans 1:16-32)

According to Scripture, God's definition of marriage is a union between one man and one woman. This holy union provides for the physical, the sexual, the mental, the emotional, the moral, the spiritual and the economic completeness of two individuals in a covenant relationship.

This church affirms that all marriage ceremonies performed in the name of this church and any related celebrations or activities allowed in its facility shall be for unions that meet the standards named in this church constitution, and further that church ministers and staff engage only in marriage ceremonies in keeping with this church's adopted biblical and theological definition of marriage.

WEDDING POLICY

WEDDINGS

1. Do not set a wedding date until it is cleared with the Pastor if his services are desired.
2. When the wedding date is set, secure your license at least one to three days before your wedding.
3. After you have gotten your license, bring them to the Pastor's office and leave them until the date of the wedding, if the wedding is to be at the church.
4. If the wedding is to be elsewhere, leave the license with the Pastor the day you receive them.
5. A pre-wedding conference is required before the ceremony is performed. The date should be set at least two weeks prior to the wedding.

FINANCING of THE CHURCH

God works by plans. He has a plan for everything. He had a plan when He made the universe. He had a plan when He made a man, and He had a plan for the human family on the earth. He also had a plan for the financing of the great program of work He gave the church and spreading of His message. God gives our only plan of church financing in the Bible and that is by the tithes and offerings of His people.

MEMBERS

A member in good and regular standing is required first of all to be faithful in his duties, regularly attend the worship services of the church, to contribute cheerfully and regularly for the expenses of the church, the support of the ministry, relief of the poor and the spreading of the gospel through all nations. Such a member in good and regular standing shall have the right to act and vote in the transactions of the business of the church. If any member fails to contribute to the financial support of the church for a period of two months, such member shall be notified of his arrears. If such a notice goes unheeded by such member for a period of 30 days, he automatically ceases to be a member in good and regular standing and shall be placed on the inactive membership roll of the church, and be classified as an inactive member until such time as he meets with the Pastor and Deacons, and be reinstated to the church and pledges to support the church in the future.

The inactive member shall be permitted to worship and take the Lord's supper, but he shall not hold office and have membership on the Board of Deacons, Deaconess, Mother, Trustee, Teaching Staff, or be a member of any singing group, club or ushers. He shall not have the right to act and vote in the transaction of business of the church. Any member on the inactive roll may be notified by Chairman of Deacons by mail.

CHOIRS

Anyone who is in good and regular standing with the church who wishes to join the choirs:

1. Make application to the choirs of his choice with the president.
2. The president will recommend this person to the choir.
3. After a vote by the choir the applicant will become a member of the choir.

ST. LUKE BAPTIST CHURCH MINISTRIES

DEACONS MINISTRY

The Deacons of this church possess those qualities in Acts 6:3 and I Timothy 3:8-12. Their functions are administrative in nature. They also, along with their spouses, the Deaconesses, assist with serving of Holy Communion to the congregation and the sick and shut-in members.

DEACONESS MINISTRY

Deaconesses assist with the preparation and serving of Holy Communion to the congregation and the sick and shut-in members. They also prepare/maintain clothing for candidates for baptism and assist with the baptism service.

TRUSTEES

Matthew 25:14 (KJV) *"For the kingdom is a man traveling into a far country, who his own servants, and delivered unto them his goods."* Their main duty, among others, is to safeguard the finances of the church.

CHURCH SECRETARY

Purpose: To provide clerical support for the Pastor and the Church.

Objectives: To provide administrative support for the Pastor, thus ensuring that the overall operation of the Church and its leader's goals are successfully met.

Duties of the Secretary:

1. Keep and maintain church records in folders and categorize such records in the file cabinet.
2. Record and type Church Meeting Minutes. File them accordingly as these are historical documents.
3. Make church and community based announcements during Sunday morning worship services. Note, ALL announcements are reviewed by the Pastor before they are made public.

PASTOR'S AIDE MINISTRY

The Pastor's Aide Ministry is designed to assist the Pastor and his family with personal care. It helps the Pastor's time spent at the church as comfortable and enjoyable as possible providing personal comforts to assist him during his time of ministry. The ministry also provides the pastor financial support as he joins other ministers and pastors in local and national convention in learning more and better ways to enhance his congregation.

EVENTS COORDINATOR

The Events Coordinator is responsible for the planning of specific events as directed by the pastor from conception to completion. They will coordinate with Pastor in the details for engagements that he is scheduled to attend. They will also be responsible for special guest, artist or group events that are planned for the local assembly. Duties include travel, hotel and dinning arrangements, event layout, materials and staff.

MISSION MINISTRY

Mission is empowering Christians to work for the cause of Christ. We endeavor to act upon our love for God through the Holy Spirit and serve the needs of His people. We endeavor to minister to all far and near, to serve without constraint or hesitancy. Our goal is to fulfill the great commission found in Matthew 28:19-20, "*....to go ye therefore and make disciples of all nations....*"

SUNDAY SCHOOL

Sunday School is the foundational strategy in the local church for leading people to faith in the Lord Jesus Christ. The goal of the teaching is to lead people to encounter the life changing experience of knowing Jesus and learning what it means to follow Him. It is to inspire families to live a lifelong commitment to Lord through the teaching of His word.

PRAYER MINISTRY

The prayer Ministry is a weekly coming together of saints who feel led by God to intercede for the church as a corporate body, as well as for individual who may be experiencing challenging times. Prayers are also lifted for our community, our state, our nation, and for the world.

HOSPITALITY MINISTRY

The Hospitality Ministry provides generous and friendly treatment of visitors and guest at social functions requiring food. Coordinate and serve food as required; making sure the atmosphere is conducive to a wonderful dining experience.

GREETERS MINISTRY

"Hello, how are you today; glad to see you; welcome to St. Luke Church. Thank you for being a part of our service today." These are words that you will hear from our greeters. Their goal is that you will echo the words of Psalm 122:1, *"I was glad when they said unto me; let us go into the house of the LORD..."*

USHERS MINISTRY

Psalm 84:10 *"I would rather be doorkeeper in the house of my God..."*

The Ushers Ministry provides information to guide individuals through church services. They include, but not limited to, assisting with seating, providing bulletins, envelopes and other materials, location of facilities and information for a comfortable and enjoyable worship experience.

MUSIC MINISTRY

ADULT PRAISE TEAM MINISTRY

Opening up the worship service, the Praise Ministry sets the tone and atmosphere for the spirit filled worship experience. It is designed to bring all hearts and minds into focus as we join together in praise to our Holy God.

YOUTH WORSHIP TEAM

Membership on the SLBC Youth Worship Team is a position of Christian leadership. The primary function is to lead the congregation in true worship under the guidance of the Holy Spirit. Members strive through prayer and example to have a pure heart before God and others.

MASS CHOIR

Minstrels unto the Lord through song as part of the regular morning worship. This choir consists of members from all choirs that desire to be a part of this ministry including Musical Choir, Male Chorus, Between the Hands Choir and Teen Choir.

BETWEEN THE HANDS CHORUS

A Young Adult Choir consisting of male and female singers, developed to enhance the worship experience of younger saints as well as the mature members. They feature a contemporary sound as well as traditional music. Their purpose is to sing unto the "Most High," so that souls may be connected to God, and live to be forever changed.

CHILDREN of PRAISE CHOIR (COP)

The Children of Praise is the St. Luke Baptist Church's children choir. Their ages range from three to twelve years of age. They sing praises to God with exuberance and enthusiasm. They are truly a blessing to God.

MALE CHORUS

The Male Chorus provide musical compliment to the worship service. Our goal is to uplift the name of Jesus through song. We live our lives as role models and mentors for the younger generation of males. This ministry through song can fill a void lacking in the lives of young people.

JUBILEE CHOIR

The Jubilee choir continues the traditions of our forefathers by singing acapella, hymns, spiritual and gospel songs. This style of singing will attract those more advanced in age remembering the black experience in America.

C.U.T. (Christians Utilizing Technology)

As the world continues to advance and new technology is developed there is a need for trained professionals to operate this equipment. The CUT Ministry provides this vital service to the church family. The worship experience is greatly enhanced by audio and video service. The ministry controls the sound system, video screens and monitors. They record the services and make available worship by CD's, DVD's and internet.

YOUTH MINISTRY

This ministry's intentions are to help youth find their meaning or purpose in the church body. It encourages the youth to actively participate in the worship experience through song, dance, ushering, drama, and all aspects of the church life. They are also given opportunities to interact socially through community activities.

PRAISE DANCERS

The foundation of any Liturgical Dance ministry must be rooted in a personal relationship with God. Praise dancing presents a message of witness, worship and praise which reaches out to help the young and old. We present a clear message of salvation, deliverance, divine power, joy and favor. It is our prayer that the ministry will bring others closer to Christ and touches the hearts of those who do not know Him, giving them a desire to be in His presence.

MIME MINISTRY

Mime is defined as someone who uses theatrical medium or as a performance art. Thus, derives the Mime Ministry. The group is comprised of male and female members. They, in the church setting, tell a story through body movements, without speech, but with the use of music and lyrics. They are a part of the Liturgical Dance Ministry.

DRAMA MINISTRY (Performance Arts)

This ministry's objectives are to enhance the knowledge, wisdom and understanding of the gospel of Jesus Christ, from practical living, yet help bring hope of eternal life through dramatization.

NURSERY MINISTRY

The Nursery is available to provide safe and loving care during regular morning service to infants and toddlers from six (6) weeks to four (4) years of age. They receive age appropriate devotion and other activities to help grow them up in a way they should go.

HEALTH MINISTRY

The Health Ministry serve as a resource for SLBC, to assist in learning about healthy living, and to facilitate, maintain healthy lifestyles. They assist members in ill health and provide weekly health tips. They also keep the church current with changes in health care.

EXERCISE MINISTRY**CCAP-Christ Centered Activity Partners**

This class is administered by a certified fitness/health instructor. The purpose is to encourage and maintain a healthy body through increased activity and healthy diets.

CHURCH SEXTON

The Church Sexton provides custodial services for the temple of God. He makes sure the building is clean of debris, removing trash, and takes care of the general cleanliness of the building. He maintains the comfort level of the building and provides all necessary commodities.

CLATIC (Christian Ladies Associating Together In Christ)

The CLATIC Ministry was born out of the desire for women of faith to find common grounds in relations to each other. It is designed to share life's experiences through a weekend of fellowship, worship, and other expressions of love for God, or fellow sisters in Christ; and for life as we explore the world.

SLBC FOOD PANTRY MINISTRY

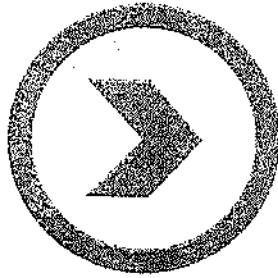
"Meeting the Needs of the Community"

Hours of Operation ~~Wednesdays, 10:00am-2:00pm.

We are an agent of the Harvest Hope Food Bank, under the direction of the United States Department of Agriculture or USDA. This Emergency Food Assistance Program provides for families in need without cost to the recipient. The food pantry's mission is to help families meet their nutritional needs by subsidizing their food expenses.

DECORATION COMMITTEE MINISTRY

The SLBC Decoration Committee members decorates the church for special events. This is done with the use of furniture pieces designed for the specific areas and floral arrangements. They also decorate for holidays as Christmas, Easter and also anniversaries. Their endeavor is to beautify the edifice, thus, providing a beautiful environment of worship to our Lord and Savior, Jesus Christ.



saint luke
BAPTIST CHURCH
WINNSBORO

183 St. Luke Church Road
Winnsboro, South Carolina 29180
P: (803) 635-9966 E: stluke183@gmail.com

26 December 2020

Dear Rev. Rayshawn Terry,

Please be advised that St. Luke Baptist Church Deacon's Ministry and congregation have decided, through majority vote, that your services and duties as Pastor of the St. Luke Baptist Church, Winnsboro, SC 29180, are no longer needed, effective December 26, 2020. We have declared the Pastoral position vacant.

We think this is the best course of action for all concerned. Your final paycheck including all wages earned will be issued as soon as possible.

It is requested that you return any and all church property that was generated or obtained during your employment with the church. This includes documents, handbooks, account ledgers, financial documents, manuals, computers, computer programs and software, keys, cards, etc., at a scheduled day and time as entering the church property will be considered as trespassing.

Thank you for your past efforts and all the best for your future endeavors.

Sincerely,

Kirk Chappell, Chairman of Deacons
St. Luke Baptist Church

BOYKIN & DAVIS, LLC

Attorneys and Counselors at Law

220 STONERIDGE DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

TELEPHONE: 803-254-0707
FACSIMILE: 803-254-5609

POST OFFICE BOX 11844
COLUMBIA, SOUTH CAROLINA 29211

Charles J. Boykin
cjboykin@boykinlawsc.com

December 30, 2020

VIA ELECTRONIC MAIL AND CERTIFIED MAIL—RETURN RECEIPT REQUESTED

Rev. Rayshawn Terry
2435 Chatham Dr.
Indian Land, South Carolina 29707

Re: Saint Luke Baptist Church in the Matter of Rev. Rayshawn Terry

Dear Rev. Terry:

This Firm represents the Saint Luke Baptist Church ("Saint Luke" or "the Church"), to include its Board of Deacons. In that regard, your letter dated December 22, 2020, to Deacon Clarence Padgett was forwarded to us for handling. You are hereby notified of the Church's request that you cease and desist any further communication with the Church and its members representing that you are the Pastor of Saint Luke.

In your letter, you sought to unilaterally remove Deacon Padgett from his position as Deacon to "the official status of Deacon Emeritus." While your letter claims that this action was taken with the "unanimous support" of the current Diaconate Ministry, there is no evidence to support this assertion. In accordance with Saint Luke Bylaws, the Church, and not the Pastor, selects Deacons, which means that the Pastor cannot unilaterally remove a Deacon from his position absent some delegation of the power to remove by the Church. Therefore, your action in attempting to remove Deacon Padgett from his position as Deacon is a nullity, as you did not have the authority to do so. In that regard, we request that you cease and desist from any further actions claiming to act under the authority of Saint Luke.

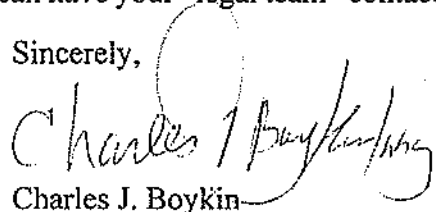
As it relates to your representation to the public that you are the current Pastor of Saint Luke, please cease and desist from any representation that you are currently associated with Saint Luke Baptist Church, located at 183 St. Luke Church Road, Winnsboro, South Carolina 29180. Specifically, on December 26, 2020, a recommendation to terminate your employment was brought before a quorum. At this meeting, the congregation unanimously voted to terminate your employment as Pastor. Enclosed for your reference is the letter dated December 26, 2020, wherein you were notified of the congregation's decision. It is also our understanding that the Church notified you that your presence on the premises of the Church is no longer welcome. You are hereby asked to refrain from entering the premises and buildings of the Church.

Rev. Rayshawn Terry
December 30, 2020
Page 2

As you may be aware, Saint Luke, as a Church body, is the rightful owner of the images, name, and likeness of the Church; and while you served as the Pastor you were granted use of such only by virtue of your official capacity. However, as you are no longer the Pastor of Saint Luke, you are no longer authorized to use the name, image, and likeness of the Church.

Should you have any questions, you can have your "legal team" contact our office directly.

Sincerely,


Charles J. Boykin

/hhg

Enclosure

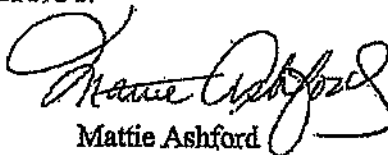
cc: Mr. Kirk Chappell, Chairman of Board of Deacons Saint Luke Baptist Church (w/encl.)
Kenneth A. Davis, Esq. (w/o encl.)
S. Lynn Smith, Esq. (w/o encl.)

AFFIDAVIT OF SAINT LUKE BAPTIST CHURCH SECRETARY

PERSONALLY, appeared before me, Mattie Ashford, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I am the Saint Luke Baptist Church Secretary.
2. Saint Luke Baptist Church retains records of attendance for each of its church business meetings.
3. Records of attendance are maintained in the Saint Luke Baptist Church Office, located at 183 St. Luke Church Road, Winnsboro, South Carolina.
4. Attendance was recorded for the church business meeting held on December 26, 2020.
5. Enclosed as "Attachment A" is the attendance roster for the December 26, 2020, church business meeting.
6. I attest that the attendance record is a true and accurate copy of the December 26, 2020, attendance roster as recorded on that day.

FURTHER AFFIANT SAYETH NOT.


Mattie Ashford

SWORN to before me this 28th

day of December, 2020



Notary Public for South Carolina

My Commission Expires: 7/3/2027

KENDRA T. PICKETT
Notary Public, State of South Carolina
My Commission Expires 7/3/2027

ATTACHMENT A

St. Luke Baptist Church
Special Called Meeting

Roster/Attendance Sheet
12/25/2020

Roll Name	Signature
1. <i>Theresa M. Ashford</i>	<i>Mattie M. Ashford</i>
2. <i>Bertha Boyd</i>	<i>Bertha Boyd</i>
3. <i>Lawrence S. Boyd</i>	<i>Lawrence S. Boyd</i>
4. <i>April P. Johnson</i>	<i>April P. Johnson</i>
5. <i>Tia R. Padgett</i>	<i>Tia R. Padgett</i>
6. <i>Dorothy McPherson</i>	
7. <i>Mattie Gaither</i>	
8. <i>Joan Marie</i>	<i>Joan Marie</i>
9. <i>Willie Glenn</i>	<i>Willie Glenn</i>
10. <i>William Johnson</i>	<i>William Johnson</i>
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30. <i>William Johnson</i>	<i>William Johnson</i>

ELECTRONICALLY FILED - 2021 Jan 19 1:01 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

St. Luke Baptist Church
Special Called Meeting

Roster/Attendance Sheet
12/25/20

	Print Name	Signature
1	Kirk Chappell	Kirk Chappell
2	Clarence Padgett	Clarence Padgett
3	Curtis Brown	Curtis Brown
4	Willie Wilburn	Willie Wilburn
5	Naema Wilburn	Naema Wilburn
6	Jennifer Wilburn	Jennifer Wilburn
7	Beatrice N Wilburn	Beatrice N Wilburn
8	Taryn Doctor	Taryn Doctor
9	Martine Chappell	Martine Chappell
10	Malissa Chappell	Malissa Chappell
11	Christy Chappell	Christy Chappell
12	Jacki Thomas	Jacki Thomas
13	Jeremiah Thomas	Jeremiah Thomas
14	Dolores Cozad	Dolores Cozad
15	Veronica Bellon	Veronica Bellon
16	Kingston Bellon	Kingston Bellon
17	Madsen Bellon	Madsen Bellon
18	Vincent Bellon	Vincent Bellon
19	Arlene Bellon	Arlene Bellon
20	David Bellon	David Bellon
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St. Luke Baptist Church
Special Called Meeting

Roster/Attendance Sheet
12/26/2020

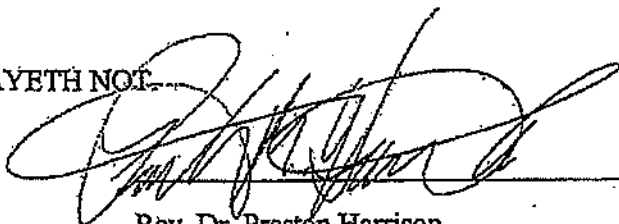
	Print Name	Signature
1	April Wuburn	April Wuburn
2	Hervice Alvin	Hervice Alvin
3	McDonald David Brana	James David Brown
4	Thelma W. Brown	Thelma W. Brown
5	Keriah Johnson	Keriah Johnson
6	Elliott Johnson	Elliott Johnson
7	Tyler Jackson	Tyler Jackson
8	JAMES McCANTS	James McCants
9	Oleri McCants Jr	Oleri McCants Jr
10	Marta Goveaux	Marta Goveaux
11	Dennis Broad	Dennis Broad
12	Michael Jennings	Michael Jennings
13	Andrew Pittman	Andrew Pittman
14	Kimberly Perkins	Kimberly Perkins
15	Curtis Hollins	Curtis Hollins
16	Diane P. Hollins	Diane P. Hollins
17	Stacy Gill	Stacy Gill
18	ALBERTA DAVIS	ALBERTA DAVIS
19	WILLIAM DAVIS	WILLIAM DAVIS
20	WILLIAM DAVIS	WILLIAM DAVIS
21	WILLIAM DAVIS	WILLIAM DAVIS
22	WILLIAM DAVIS	WILLIAM DAVIS
23	WILLIAM DAVIS	WILLIAM DAVIS
24	WILLIAM DAVIS	WILLIAM DAVIS
25	WILLIAM DAVIS	WILLIAM DAVIS
26	WILLIAM DAVIS	WILLIAM DAVIS
27	WILLIAM DAVIS	WILLIAM DAVIS
28	WILLIAM DAVIS	WILLIAM DAVIS
29	WILLIAM DAVIS	WILLIAM DAVIS
30	WILLIAM DAVIS	WILLIAM DAVIS

AFFIDAVIT OF REV. DR. PRESTON HARRISON

PERSONALLY, appeared before me, Rev. Dr. Preston Harrison, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I am the Pastor of Blackjack Baptist Church in Winnsboro, South Carolina.
2. I served as mediator for a vote held during the Saint Luke Baptist Church meeting held on December 26, 2020.
3. As mediator, I do not have a personal or professional interest in the outcome of the vote.
4. As mediator, I monitored and certified the vote of the congregation during the December 26, 2020 church business meeting.
5. I attest that voting was carried out in accordance with Saint Luke Baptist Church's constitution and bylaws.
6. I attest that neither I nor the Saint Luke Baptist Church Deacons influenced the vote of any member of the congregation.
7. I attest that each member only cast one vote and that no vote was changed after the ballot was cast.
8. I attest that the outcome of the vote is an accurate reflection of the ballots cast.

FURTHER AFFIANT SAYETH NOT.



Rev. Dr. Preston Harrison

SWORN to before me this 30th

day of December, 2020

Mary V. Robinson
Notary Public for South Carolina

My Commission Expires: 4-10-2025



Message Results ATTACHMENT A

Message Name: Merry chirstmas2
Date/Time Sent: 12/26/20 7:51 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 61 / 74 - 82%
Text: 21 / 21 - 100%
Email: 0 / 0

TEXT RESULTS

Delivered: 100%
Undelivered: 0%

ELECTRONICALLY FILED - 2021 Jan 19 1:01 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/25/20 7:00 PM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 61 / 74 - 82%
Text: 23 / 25 - 92%
Email: 0 / 0

TEXT RESULTS

Delivered: 92%
Undelivered: 8%

Message Results

Message Name: Merry chirstmas2
 Date/Time Sent: 12/24/20 8:26 AM EST
 Group(s): Group 1
 Overall Status: **COMPLETED**
 Phone: 58 / 70 - 83%
 Text: 21 / 53 - 40%
 Email: 0 / 0

TEXT RESULTS

Delivered: 40%
 Undelivered: 60%

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/24/20 9:00 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 57 / 70 - 81%
Text: 19 / 53 - 36%
Email: 0 / 0

TEXT RESULTS

Delivered: 36%
Undelivered: 62%

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/24/20 9:00 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 58 / 70 - 83%
Text: 19 / 53 - 36%
Email: 0 / 0

TEXT RESULTS

Delivered: 36%
Undelivered: 62%

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/23/20 10:15 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 60 / 75 - 80%
Text: 51 / 74 - 69%
Email: 0 / 0

TEXT RESULTS

Delivered: 69%
Undelivered: 31%

ELECTRONICALLY FILED - 2021 Jan 19 1:01 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SIXTH JUDICIAL CIRCUIT
COUNTY OF FAIRFIELD	)	
	)	
SAINT LUKE BAPTIST CHURCH,	)	CASE NO. # 2021-CP-20-00024
	)	
Plaintiff	)	
vs.	)	ANSWER TO COMPLAINT,
	)	AFFIRMATIVE DEFENSES AND
	)	COUNTERCLAIMS
RAYSHAWN TERRY,	)	
	)	
Defendant,	)	

Rayshawn Terry ("Terry" or "Defendant"), answering the Complaint ("Complaint") of St. Luke Baptist Church ("Church" or "Plaintiffs") responds generally that each and every allegation set forth in the Complaint that is not expressly and specifically admitted herein is denied, and specifically responds as follows:

FOR A FIRST DEFENSE

1. Upon information and belief, Terry admits the allegations contained in Paragraph 1 of the Complaint.
2. Terry admits the allegations contained in Paragraph 2 of the Complaint
3. Terry admits the allegations contained in Paragraph 3 of the Complaint.
4. Terry admits the allegations contained in Paragraph 4 of the Complaint to the extent it alleges this Court has jurisdiction over the matter.
5. Upon information and belief, Terry admits the allegations contained in Paragraph 5 of the Complaint.
6. Terry denies the allegations contained in Paragraph 6 of the Complaint.
7. Terry admits the allegations contained in Paragraph 7 of the Complaint to the extent they allege Plaintiff is led by a Pastor appointed by the congregation. Terry lacks knowledge

or information sufficient to form a belief as to the truth of the remaining allegations regarding the role of the Board of Deacons, as opposed to the Pastoral Search Committee, and therefore denies the same.

8. Terry denies the allegations contained in Paragraph 8 of the Complaint.
9. Terry admits the allegations contained in Paragraph 9 of the Complaint to the extent they allege Plaintiff was hired on or about August 1, 2019. Terry lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations regarding the role of the Board of Deacons, as opposed to the Pastoral Search Committee, and therefore denies the same.
10. Terry denies the allegations contained in Paragraph 10 of the Complaint.
11. The Bylaws speak for themselves. Terry denies any allegations inconsistent with the terms of the Bylaws.
12. The Bylaws speak for themselves. Terry denies any allegations inconsistent with the terms of the Bylaws. Further responding, Terry denies the Board of Deacons sought or otherwise requested quarterly meetings.
13. Terry admits the allegations contained within Paragraph 13 of the Complaint to they allege virtual meetings and services were conducted when in-person meetings and services were not possible or advisable due to the Covid-19 pandemic.
14. The Bylaws speak for themselves. Terry denies any allegations contained within Paragraph 14 to the extent they are inconsistent with the Bylaws.
15. Terry denies the allegations contained within Paragraph 15 of the Complaint.
16. Terry denies the allegations contained within Paragraph 16 of the Complaint.
17. Terry denies the allegations contained within Paragraph 17 of the Complaint.

18. Terry denies the allegations contained within Paragraph 18 of the Complaint.
19. Terry admits the allegations contained within Paragraph 19 of the Complaint to the extent they allege the referenced correspondence was sent. Terry denies the allegations that a valid meeting was held or that any proper or enforceable action as taken at the referenced meeting.
20. Terry admits the allegations contained within Paragraph 20 of the Complaint to the extent they allege the referenced correspondence was sent. Terry denies the allegations that he was properly or lawfully precluded from entering upon Church property.
21. Terry admits the allegations contained within Paragraph 21 of the Complaint to the extent they allege the referenced correspondence was sent. Terry denies the allegations that he was properly precluded from taking the referenced actions.
22. Terry denies the allegations contained within Paragraph 22 of the Complaint to the extent they allege Terry improperly held himself out as pastor of Plaintiff and act in accordance with said responsibility.
23. Terry denies the allegations contained within Paragraph 23 of the Complaint to the extent they allege Terry improperly utilized the likeness of Plaintiff or otherwise took any improper actions.
24. Terry denies the allegations contained within Paragraph 24 of the Complaint.
25. Terry denies the allegations contained within Paragraph 25 of the Complaint.
26. Terry admits the allegations contained within Paragraph 26 of the Complaint to the extent they allege Terry received copies of the attached Exhibits.

27. Terry lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained within Paragraph 27 of the Complaint and therefore denies the same.
28. Terry denies the allegations contained within Paragraph 28 of the Complaint to the extent they allege that he was properly removed as Pastor.
29. Terry denies the allegations contained within Paragraph 29 of the Complaint.
30. Terry denies the allegations contained within Paragraph 30 of the Complaint.
31. Terry denies the allegations contained within Paragraph 31 of the Complaint.
32. The allegations contained within Paragraph 32 of the Complaint require no response. To the extent any response is required, Terry denies any allegations inconsistent with the responsive Paragraphs 1 through 31 contained herein.
33. Upon information and belief, Terry admits the allegations contained within Paragraph 33 of the Complaint.
34. The Bylaws speak for themselves. Terry denies the allegations contained within Paragraph 34 of the Complaint to the extent they are inconsistent with the Bylaws.
35. The Bylaws speak for themselves. Terry denies the allegations contained within Paragraph 35 of the Complaint to the extent they are inconsistent with the Bylaws.
36. Terry denies the allegations contained within Paragraph 36 of the Complaint.
37. Terry denies the allegations contained within Paragraph 37 of the Complaint.
38. Terry denies the allegations contained within Paragraph 38 of the Complaint to the extent they allege Terry was properly removed as Pastor.
39. Terry denies the allegations contained within Paragraph 39 of the Complaint.

40. The allegations contained within Paragraph 40 of the Complaint require no response. To the extent any response is required, Terry denies any allegations inconsistent with the responsive Paragraphs 1 through 39 contained herein.

41. Terry denies the allegations contained within Paragraph 41 of the Complaint.

42. Terry denies the allegations contained within Paragraph 42 of the Complaint.

43. Terry denies the allegations contained within Paragraph 43 of the Complaint.

44. Terry denies the allegations contained within Paragraph 44 of the Complaint.

45. Terry denies the allegations contained within Paragraph 45 of the Complaint.

46. Terry denies the allegations contained within Paragraph 46 of the Complaint.

47. Terry denies the allegations contained within Paragraph 47 of the Complaint.

48. Terry denies the allegations contained within Paragraph 48 of the Complaint.

49. Terry denies the requested relief contained within Paragraph 49 of the Complaint.

50. Terry denies the requested relief contained in the Prayer.

MOTION TO DISMISS

51. Paragraphs 1 through 50 are incorporated by reference as if set forth verbatim.

52. Plaintiff's claims against Defendant fail to state a claim upon which relief may be granted.

53. Plaintiffs' claims should therefore be properly dismissed.

AFFIRMATIVE DEFENSES

54. Paragraphs 1 through 53 are incorporated by reference as if set forth verbatim.

55. Plaintiffs' claims are barred and otherwise precluded by condonation, waiver, fraud, misrepresentation, mistake, and failure to satisfy a condition precedent.

FACTUAL RECITATIONS
RELEVANT TO ADDITIONAL DEFENSES AND COUNTERCLAIMS

56. Paragraphs 1 through 55 are incorporated by reference as if set forth verbatim.
57. At all times relevant to the allegations contained within the Complaint, Terry was the Pastor of St. Luke Baptist Church.
58. Pursuant to the Bylaws, the Pastor is the Spiritual and temporal leader of the church, shall be the principal representative of the church and shall generally supervise all the affairs of the church.
59. Pursuant to the Bylaws, the Chairman of the Board of Deacons only serves as the representative of the church or supervises the affairs of the church in the absence of the Pastor.
60. Pursuant to the Bylaws, the church is to conduct conference meetings every quarter, three (3) months.
61. December 26, 2020, was not a quarterly scheduled conference meeting.
62. Pursuant to the Bylaws, the Pastor has the authority to call special meetings, and in the case of sickness of the Pastor, by the Assistant Pastor, and in the absence of both the Pastor and Assistant Pastor, the Chairman of the Board of Deacons.
63. Terry was not sick during the month of December 2020.
64. Any meeting conducted on December 26, 2020 was not a properly called special meeting.
65. Any proposed action taken at a unauthorized special meeting on December 26, 2020, is invalid.
66. Pursuant to the Bylaws, there shall be no meeting of the church without an approved agenda.
67. There was no approved agenda for any meeting conducted on December 26, 2020.

68. Any action taken at a meeting of the church without an approved agenda is invalid.
69. Pursuant to the Bylaws, church members in good and regular standing are required to be faithful in their duties, regularly attending worship of the church, contribute cheerfully and regularly for the expenses of the church, support the ministry, relief of the poor and the spreading of the gospel through all nations.
70. Only such a member in good and regular standing shall have the right to act and vote in the transaction of the business of the church.
71. Pursuant to the Bylaws, twenty-five (25) members in good and regular standing shall constitute a quorum for transacting church business at a properly called meeting.
72. Pursuant to the Bylaws, inactive members are not allowed to vote and cannot be counted toward the twenty-five (25) member quorum.
73. Any proposed action taken when inactive members are allowed to vote is invalid.
74. Any proposed action taken when inactive members count toward the twenty-five (25) member quorum is invalid.
75. Any proposed action taken when proper notice is not given is invalid.
76. Pursuant to the covenant, agreement, and contract amongst and between Plaintiff and Terry, Terry was to serve as pastor of Plaintiff.
77. Pursuant to the covenant, agreement, and contract amongst and between Plaintiff and Terry, in the event of discord between Plaintiff and Terry, either party has the ability to provide the other with a 90 day notice of intent to dissolve the relationship.
78. Terry relied upon this covenant, agreement, and contract amongst and between Plaintiff and Terry in accepting the position as Pastor with Plaintiff.

79. Terry relied upon the Bylaws and the authority vested in the Pastor in accepting the position as Pastor with Plaintiff.
80. In reliance upon the covenant, agreement, and contract amongst and between Plaintiff and Terry, Terry began his duties and responsibilities as Pastor.
81. In assuming these responsibilities, Terry established himself in his office in the church, brought personal items to the church to assist in his ministry on behalf of the church.
82. As a part of Terry's responsibilities as Pastor of Plaintiff, Terry reviewed the finances of Plaintiff, including all outstanding debts.
83. During this debt review, Terry learned that a 2015 Promissory Note and corresponding Mortgage had a maturity date of September 25, 2020, and a balloon payment of over \$400,000.00 due on that maturity date.
84. The then Chairman of the Board of Deacons, Kirk Chappell ("Chappell"), was involved in securing of the aforementioned Promissory Note and Mortgage and made repeated representations to the congregation and leadership of Plaintiff that this was a long term Note and Mortgage and was not due in 2020 and did not have a balloon payment.
85. Upon learning of these misrepresentations by Chappell, recognizing the inability of Plaintiff to pay the upcoming balloon payment, Terry undertook actions and efforts to protect Plaintiff by securing new financing for Plaintiff.
86. Upon learning of these misrepresentations by Chappell, during a properly called Deacons Meeting, Chappell was removed as Chairman of the Deacon Board.
87. Chappell's removal was confirmed at a properly called Deacons Meeting on October 15 2020.

88. The Bylaws to not require congregational approval for the removal or appointment of the Chairman of the Board of Deacons.

89. Chappell had no authority to call a meeting on December 26, 2020.

90. Notice was not given to all the membership of Plaintiff.

91. Non-members, inactive members and other persons who are not members in good and regular standing were allowed to participate and vote at the unauthorized meeting on December 26, 2020.

92. The meeting on December 26, 2020 was not authorized and improperly conducted and any attempted action taken during that unauthorized meeting is invalid.

93. In or about early January 2021, the locks were changed on the church building and Terry was denied access.

94. The personal items Terry brought into the church remain within the church and Terry has been denied access thereto.

FOR A FIRST COUNTERCLAIM
(Conversion)

95. Paragraphs 1 through 94 are incorporated by reference as if set forth verbatim.

96. As outlined herein, Terry is the sole owner of that personal property he brought into the church.

97. While Terry utilized his personal property for the benefit of the church, Terry remained the sole owner of said property.

98. As outlined herein, Plaintiff changed the locks to the church and precluded Terry access.

99. Plaintiff in so doing, and despite Terry's ownership of said property, has assumed, taken, maintained and otherwise secured unauthorized possession of the property, to the exclusion of Terry's rights.

100. Despite knowledge of Terry' ownership and otherwise entitlement to possession of his personal property, Plaintiff has illegally and improperly detained this personal property, preventing and prohibiting the ability of Terry to remove the same.
101. Plaintiff's possession, detention, and conversion of this personal property has been and continues to be willful, wanton, and in reckless disregard to Terry's rights.
102. Terry is entitled to the immediate return of his property, as well as punitive damages for Plaintiff's action.

FOR A SECOND COUNTERCLAIM
(Slander/Slander Per Se)

103. Paragraphs 1 through 102 are incorporated by reference as if set forth verbatim.
104. During the unauthorized and improperly conducted meeting on December 26, 2020, Plaintiff, by and through those agents acting and purporting to act on its behalf, represented to those in attendance that Terry failed to follow the Baptist Doctrine, the church covenants, and church Bylaws.
105. During the unauthorized and improperly conducted meeting on December 26, 2020, Plaintiff, by and through those agents acting and purporting to act on its behalf, represented to those in attendance that Terry engaged in unauthorized conduct, misconduct, and unethical practices.
106. The allegations and representations made against Terry are false and defamatory.
107. The allegations and representations made against Terry harm his reputation.
108. Plaintiff is responsible for the publications of these defamatory and slanderous statements by its agents and those purporting to act on its behalf.
109. The defamatory and slanderous statements made against Terry accuse him of being unfit for his business or profession.

110. Terry is entitled to recover against Plaintiff for those actual and presumed damages for making slanderous and slanderous per se statements against Terry.

FOR A THIRD COUNTERCLAIM
(Breach of Contract/Breach of Contract with Fraudulent Intent)

111. Paragraphs 1 through 110 are incorporated by reference as if set forth verbatim.
112. As previously noted, Plaintiff and Terry entered into a covenant, agreement, and contract regarding him assuming the role of Pastor for the church.
113. The covenant, agreement, and contract provided that any dissolution of the relationship would be only with 90 days notice.
114. Such term was material to Terry undertaking the position as Pastor of the church.
115. Plaintiff violated the terms of this covenant, agreement, and contract by failing to provide the required 90 day notice.
116. Plaintiff further violated the terms of this covenant, agreement, and contract by failing to compensate Terry during this 90 day period.
117. Above and beyond the aforementioned breach, Plaintiff, by and through those acting and purporting to act on its behalf, engaged in an unauthorized meeting and made fraudulent, false and defamatory statements regarding Terry.
118. Plaintiff's aforementioned conduct, by and through those acting and purporting to act on its behalf, evidences the fraudulent intent above and beyond the mere breach of contract.
119. Terry is entitled to those actual damages sustained as a direct and proximate result of Plaintiff's breach of contract.
120. Terry is additionally entitled to punitive damages as a result of Plaintiff's fraudulent breach.

FOR A FOURTH COUNTERCLAIM
(Violation of SC Wage Payment Act)

121. Paragraphs 1 through 120 are incorporated by reference as if set forth verbatim.
122. At all times relevant, Plaintiff employed Terry within the meaning of the South Carolina Payment of Wages Act, SC Code Ann. §§ 41-10-10 to -110 ("PWA").
123. As outlined herein, Plaintiff has failed to pay Terry for those wages provided for under the covenant, agreement, and contract for the 90 day dissolution period.
124. Terry is entitled to judgment against Plaintiff for failure to pay wages under the PWA, including but not limited to actual compensatory damages, exemplary damages, and any damages set forth herein in an amount that is fair, just and reasonable under the circumstances, including attorneys' fees and costs, and whatever other amounts the court deems just and proper.

(Remainder of Page Intentionally Left Blank)

WHEREFORE, having fully answered the Complaint, and asserted Counterclaims herein, Terry does hereby pray that the claims be dismissed, and for the following relief:

- A. A jury trial on all claims not dismissed;
- B. Judgment in favor of Terry and against Plaintiffs on all claims;
- C. Actual, Exemplary and Punitive Damages in an amount to be determined by the jury on Terry's Counterclaims;
- D. Recovery of Attorneys fees and costs; and
- E. For such other and further relief as the Court deems fit and just.

MILLING LAW FIRM, LLC

BY: s/ Jonathan M. Milling

Jonathan M. Milling (S.C. Bar No. 15628)

Sandra V. Moser (S.C. Bar No. 80229)

2910 Devine Street

Columbia, South Carolina 29205

(803) 451-7700

ATTORNEYS FOR DEFENDANT
RAYSHAWN TERRY

February 18, 2021

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**PLAINTIFF'S ANSWER AND
AFFIRMATIVE DEFENSES TO
DEFENDANT'S COUNTERCLAIM**

Plaintiff, Saint Luke Baptist Church (hereinafter "Plaintiff"), hereby answers the Counterclaims of the Defendant in accordance with the numbered paragraphs thereof, as follows:

**FOR A FIRST COUNTERCLAIM
RELEVANT TO ADDITIONAL DEFENSES AND COUNTERCLAIMS**

56. Each and every allegation set forth in the Complaint in this action, including but not limited to each and every factual assertion, is realleged and incorporated into this Answer as if it were repeated verbatim herein.

57. Denied as stated. Plaintiff admits only that Defendant served as Pastor from August 1, 2019 December 26, 2020.

58. Admitted.

59. Denied as stated. Plaintiff admits only that the Chairman of Deacons shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

60. Admitted.

61. Denied.

62. Admitted.

63. Plaintiff is without knowledge or sufficient information to form a belief as to the allegations, and therefore, denies the same.

64. Denied.

65. Denied.

66. Admitted.

67. Denied.

68. Denied.

69. Admitted.

70. Admitted.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Plaintiff is without knowledge or sufficient information to form a belief as to the allegations and therefore denies the same.

82. Denied.

83. Denied as stated. Plaintiff admits only that Capital Bank received a mortgage from Plaintiff on or about September 25, 2015 with a maturity date of September 25, 2020.

84. Denied.

85. Denied as stated. Plaintiff admits only that Defendant took unilateral and unauthorized action regarding Plaintiff's financial accounts.

86. Denied.

87. Denied.

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied as stated. Plaintiff admits only that after Defendant was removed from the position of Pastor on December 26, 2020, Defendant refused to return his key to the premises.

94. Denied as stated. Plaintiff admits only that Defendant has not responded to repeated requests to retrieve any personal property remaining on the premises.

FOR A FIRST COUNTERCLAIM
(Conversion)

95. Plaintiff realleges and incorporates all of the defenses outlined above as if set forth herein.

96. Plaintiff is without knowledge or sufficient information to form a belief as to the allegations and therefore denies the same.

97. Plaintiff is without knowledge or sufficient information to form a belief as to the allegations and therefore denies the same.

98. Denied as stated. Plaintiff admits only that after Defendant was removed from his position on December 26, 2020, Defendant refused to return his key to the premises.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

FOR A SECOND COUNTERCLAIM
(Slander/Slander Per Se)

103. Plaintiff realleges and incorporates all of the defenses outlined above as if set forth herein.

104. Denied as stated. Plaintiff admits only that Defendant's employment was recommended for termination due to not following the Baptist Doctrine, the Church Covenant, Church Bylaws, Misconduct, poor judgement, and unethical practices.

105. Denied as stated. Plaintiff admits only that Defendant's employment was recommended for termination due to not following the Baptist Doctrine, the Church Covenant, Church Bylaws, Misconduct, poor judgement, and unethical practices.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

110. Denied.

FOR A THIRD COUNTERCLAIM
(Breach of Contract/Breach of Contract with Fraudulent Intent)

111. Plaintiff realleges and incorporates all of the defenses outlined above as if set forth herein.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

120. Denied.

FOR A FOURTH COUNTERCLAIM
(Violation of SC Wage Payment Act)

121. Plaintiff realleges and incorporates all of the defenses outlined above as if set forth herein.

122. This allegation is a legal conclusion and does not require an answer. To the extent a response is required, it is denied.

123. Denied.

124. Denied.

FIRST AFFIRMATIVE DEFENSE

Defendant has failed to state a claim upon which relief may be granted, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

SECOND AFFIRMATIVE DEFENSE

Plaintiff and Defendant did not enter into a contract for employment.

THIRD AFFIRMATIVE DEFENSE

Plaintiff removed Defendant from his employment in accordance with its Bylaws and "congregational rule" authority.

FOURTH AFFIRMATIVE DEFENSE

Defendant has not been prohibited from taking possession of his personal property.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff did not withhold Defendant's wages, as defined by the South Carolina Payment of Wages Act, S.C. Code Ann 41-10-10(2).

SIXTH AFFIRMATIVE DEFENSE

Plaintiff removed Defendant from employment by taking valid action at a duly called church meeting.

SEVENTH AFFIRMATIVE DEFENSE

Defendant's claim of slander is barred in whole or in part as he cannot establish any alleged defamatory statements or conduct which was made or carried out with express or actual malice.

EIGHTH AFFIRMATIVE DEFENSE

Any alleged defamatory statements made by Plaintiff was true or substantially true.

NINTH AFFIRMATIVE DEFENSE

Defendant's claim of slander fails as a matter of law as any alleged defamatory statements made by Plaintiff were made in good faith, in a proper and limited context, and subject to absolute and/or qualified privilege.

TENTH AFFIRMATIVE DEFENSE

Defendant's claim of slander is barred by the fact that Plaintiff's actions were either privileged or undertaken for legitimate business-related reasons which were not arbitrary and capricious or unlawful.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant's claim of slander fails as a matter of law as he has not suffered any reputational harm due to any action by Plaintiff.

TWELFTH AFFIRMATIVE DEFENSE

Defendant's claims are barred, in whole or in part, by the doctrine of collateral estoppel.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff asserts all defenses available pursuant to Rule(8)(c) of the South Carolina Rules of Civil Procedure.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred based on the "law of the case" established in the hearing on the Motion for Temporary Injunction.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff reserves the right to amend its Answer to assert any additional affirmative defenses based upon either the law of South Carolina or facts and circumstances which may be disclosed throughout the course of discovery. Further Plaintiff reserve the right to amend this Answer to implead any other applicable parties.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

Charles J. Boykin (SC Bar #65149)

Kenneth A. Davis (SC Bar #66416)

S. Lynn Smith (SC Bar #104048)

P. O. Box 11844

Columbia, South Carolina 29211

Telephone: 803-254-0707

Facsimile: 803-254-5609

Attorneys for Plaintiff Saint Luke Baptist Church

March 15, 2021

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint. Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

**AFFIDAVIT OF SAINT LUKE BAPTIST
CHURCH CHAIRMAN OF THE BOARD
OF DEACONS**

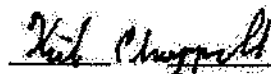
PERSONALLY, appeared before me, Kirk Chappell, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I have been a member of the Saint Luke Baptist church since around 1998.
2. I was selected by the church to serve as a Deacon in 2007.
3. I am the Saint Luke Baptist Church Chairman of the Board of Deacons since 2008.
4. After recommendation by the Saint Luke Board of Deacons and vote of the congregation, Rev. Rayshawn Terry was appointed on or about August 1, 2019, to serve as the 11th Pastor of Saint Luke Baptist Church.
5. On December 20, 2020, a majority of the Board of Deacons convened in a duly called meeting to discuss the continued employment of Rev. Rayshawn Terry as Pastor of Saint Luke Baptist Church.
6. There was a unanimous vote, by the Deacons present at this meeting, to recommend to the Church's congregation that Rev. Terry be removed as Pastor of Saint Luke Baptist Church.
7. A quarterly business meeting was scheduled for December 26, 2020.
8. Prior to December, due in part to the COVID-19 pandemic, the Church had not held quarterly meetings, although such meetings were sought through the Pastor by the Board of Deacons.
9. Records of Church membership are maintained by the Saint Luke Baptist Church Trustees; and all listed members of the Saint Luke Baptist Church were notified of the December 26, 2020 business meeting via text messages and telephone calls on

the following dates: December 23, 2020; December 24, 2020, and December 26, 2020.

- I 0. Enclosed as "Attachment A" are the call and text logs notifying church members of the December 26, 2020, church business meeting.
11. On December 26, 2020, 68 of the 125 Church's listed members, which exceeded a quorum and constituted a majority of the membership, gathered for a Church business meeting.
12. Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, and Pastor of the Blackjack Baptist Church presided as moderator during the congregation's vote.
13. Rev. Dr. Harrison's role was to ensure the vote was in accordance with the Gethsemane Missionary Baptist Association Bylaws and to certify the vote.
14. The 68 members in attendance at the December 26th meeting voted unanimously to remove Rev. Terry as Pastor of Saint Luke Baptist Church.
15. On December 26, 2020, by letter, Rev. Terry was notified of the congregation's vote to remove him as Pastor.
16. Rev. Terry, on multiple occasions after his removal as Pastor, has contacted Church members attempting to act on behalf of Saint Luke Baptist Church in the official capacity of Pastor.
17. On January 9, 2021, I notified the Fairfield County Sheriff's Office that Rev. Terry had removed the Church administrator as account owner for our online giving account and placed himself as the only account owner and has denied the Church access to the account.
18. After being removed from the position as Pastor, Rev. Terry contacted Church members and instructed members to use the online giving platform instead of giving monetary offerings directly to the Church.
19. On January 12, 2021, First Horizon Bank was notified that Rev. Terry does not have the authority to act with respect to Saint Luke Baptist Church in any capacity.
20. As of January 15, 2021, Saint Luke Baptist Church's financial account with First Horizon Bank cannot be accessed by the Church.

FURTHER AFFIANT SAYETH NOT.


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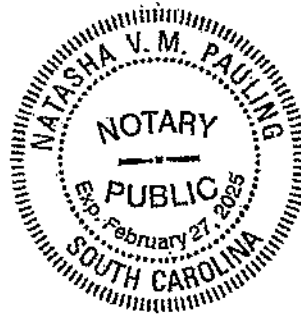


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Notary Public for South Carolina

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STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR TEMPORARY
INJUNCTION**

PLEASE TAKE NOTICE that Plaintiff through their undersigned counsel, will move before the Court of Common Pleas, Fairfield County, on the tenth day after service hereof, or at such other time and place as is convenient to the court and counsel, pursuant to Rule 65(a) of the South Carolina rules of civil procedure, for temporary injunction as provided herein.

Plaintiff moves the Court, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, to enter a temporary restraining order prohibiting the Defendant, or any person or entity acting in concert or participation with the Defendant, from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;
- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with the Saint Luke Baptist Church's enjoyment and us of its real or personal property;
- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms, including providing username and password;

- (5) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's website and social media accounts and relinquish all access to such, including providing username and password.

Factual Background

Saint Luke Baptist Church (hereinafter "Saint Luke" or "the Church") is located in Winnsboro, South Carolina; and was founded in or around 1893, by Rev. Alf Lawson. Saint Luke is a member of the Gethsemane Missionary Baptist Association, which is an association of Baptist Churches organized and founded to serve as a support association for its members churches.

The Church has operated as a "congregational rule" church, in accordance with its Bylaws, which have been in existence since on or about May 23, 1984. In accordance with the Bylaws, the Church is led by a pastor, who is appointed by the congregation on recommendation of the Board of Deacons. Following a recommendation by the Board of Deacons and a vote by the congregation, Rev. Rayshawn Terry was appointed as the 11th Pastor of Saint Luke on August 1, 2019.

The governing Bylaws, provide in part that, "the Chairman of Deacons shall generally supervise all the affairs for the church." On December 20, 2020, the Chairman of Deacons, and a majority of the Board of Deacons, convened in a duly called meeting, to discuss the continued employment of Rev. Terry, as Pastor of the Church. In this meeting, there was a unanimous vote, by the Deacons present at the meeting, to recommend to the Church's congregation that Rev. Terry be removed as Pastor. The recommendation for removal was due to a belief that Rev. Terry failed

to adhere to the Baptist Doctrine, the Church Covenant, and the Church Bylaws, in addition to a belief that he engaged in unacceptable practices. After voting to recommend Rev. Terry for removal as Pastor, on December 22, 2020, Rev. Terry attempted to unilaterally remove members of the Board of Deacons from their positions, despite the provision of the governing Bylaws which provides that, "the Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation." (emphasis added).

On December 26, 2020, 68 of the Church's 125 active members, which exceeded the 25 members necessary for a quorum, gathered for a quarterly business meeting. Notification of this business meeting was sent to all listed Church members via text message and telephone calls three days in advance of the meeting. In accordance with the Bylaws, the Church "shall have quarterly meetings for business." However, prior to December, due in part to the COVID-19 pandemic, the Church had not had quarterly meeting, although members of the Board of Deacons had requested business meetings of Rev. Terry.

Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, the Gethsemane Baptist Association, Dean of Christian Education, and the Pastor of the Blackjack Baptist Church, served as mediator¹ for the vote to remove Rev. Terry during the December 26, 2020 meeting. As mediator, Dr. Harrison was a neutral party charged with overseeing and certifying the congregation's vote. Subsequently, the congregation accepted the Deacon's recommendation, and unanimously voted to remove Rev. Terry as Pastor. Rev. Terry was notified of the vote in writing on December 26, 2020.

After being removed from his position as Pastor of Saint Luke, Rev. Terry continues to contact members of the Church and financial institutions and holds himself out as having the

¹ Although labeled by Plaintiff as a mediator, Rev. Dr. Harrison's role was that of a moderator, overseeing and assuring the voting process was in accordance with Bylaws.

authority to act on behalf of the Church. On December 30, 2020, Rev. Terry was notified in writing to cease and desist all attempts to act with the authority of Pastor of Saint Luke; and was served by the Lancaster County Sheriff's Office on January 5, 2021 with the letter notifying him of his removal as Pastor and the cease-and-desist letter. On January 9, 2021, Saint Luke Chairman of Deacons, notified the Fairfield County Sheriff's Office that Rev. Terry had notified the Church's online giving platform to remove all persons as account owners other than himself from the account and has refused to relinquish control of such.

Irreparable Harm to Plaintiff

Since inception, Saint Luke has had transitions of leadership from one Pastor to the next, whether voluntary or otherwise. The Church's Bylaws serve as governance in order to facilitate this transition. The Church, acting as one body, has the authority to hold business meetings and vote accordingly on business affairs of the Church. Moreover, Saint Luke has provided the community with a peaceful place of worship for 127 years under the unified leadership of an appointed Pastor.

In this instance, Rev. Terry, despite an authorized vote by the congregation removing him as Pastor, continues to interfere with the business and financial affairs of Saint Luke. Immediate and irreparable injury, loss, and/or damages will result to Saint Luke and the Gethsemane Missionary Baptist Association unless Defendant is restrained as provided herein. Plaintiff will suffer immediate and irreparable injury as a result of these actions by Defendant, which have prevented Plaintiff from continuing peaceful worship within the community and conducting the business affairs of the Church.

Plaintiff is Likely to Prevail on the Merits of This Action

Plaintiff's Bylaws are the governing documents for the organization and have been utilized for 36 years. The Bylaws authorize the Church to hold quarterly meetings to conduct the business of the Church, of which a quorum must be present. As a member of the Gethsemane Missionary Baptist Association, the Church is afforded support and guidance from this organization as well. In accordance with its Bylaws and with the support of the Gethsemane Missionary Baptist Association, Plaintiff acted within its authority and the removal of Defendant as Pastor was valid. Thus, Saint Luke is likely to succeed on the merits.

There is no Adequate Legal Remedy at Law

Any legal remedy, such as monetary damages, would be inadequate in this case because the members of Saint Luke are deprived from receiving the services of the Pastor of their choice, denied access to certain financial accounts, and have suffered from being unable to peacefully worship as is their right.

WHEREFORE, Plaintiff requests that the Court enter a temporary injunction prohibiting Defendant and those acting in concert with Defendant from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;
- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with the Saint Luke Baptist Church's enjoyment and use of its real or personal property;

- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms, including the username and password;
- (5) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's social media accounts and relinquish all access to such, including the username and password.

In accordance with Rule 65(c) of the South Carolina Rules of Civil Procedure, Plaintiff is prepared to post bond in the amount of three thousand four hundred dollars (\$3,400.00) with the Clerk of Court, or as the Court shall direct upon reasonable notice.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

Charles J. Boykin (S.C. Bar #65149)

Kenneth A. Davis (S.C. Bar #66416)

S. Lynn Smith (S.C. Bar #104048)

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Columbia, SC 29211

Telephone: (803) 254-0707

Facsimile: (803) 254-5609

Attorneys for Plaintiff

January 19, 2021
Columbia, South Carolina

SAINT LUKE BAPTIST CHURCH

BY-LAWS, MISSION and MINISTRIES

TABLE OF CONTENTS

- I. Church Covenant**
- II. Church Mission Statement**
- III. Church By-Laws**
- IV. Church Ministries**

CHURCH COVENANT

Having been lead as we believe by the Spirit of God, to receive the Lord Jesus Christ as our Savior and, on the profession of our faith, having been baptized in the name of the Father, and the Son, and of the Holy Spirit, we do now in the presence of God and this assembly, most and joyfully enter into covenant with one another as one body in Christ.

WE, ENGAGE, THEREFORE, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline, and doctrine to contribute cheerfully and regularly to support the ministry, the expenses of the church, the relief of the poor, and the spreading of the gospel through all nations.

WE ALSO ENGAGE to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our department; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; to be zealous in our efforts to advance the Kingdom of our Savior.

WE FURTHER ENGAGE to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offence, but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

WE MOREOVER ENGAGE THAT WHEN we remove from this place, we will, as soon as possible, unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

**AND NOW UNTO HIM WHO BROUGHT AGAIN FROM THE DEAD, OUR
LORD, AMEN.**

Articles of Faith

I. THE SCRIPTURES.

We believe that the Holy Bible was written by men divinely inspired, and is a perfect treasure of heavenly instruction; that it has God for its author, salvation for its end, and truth without any mixture of error for its matter; that it reveals the principles by which God will judge us, and therefore is, and shall remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and opinions shall be tried.

II. THE TRUE GOD.

We believe the Scriptures teach that there is one, and only one, living and true God, an infinite, intelligent Spirit, whose name is Jehovah, the Maker and Supreme Ruler of heaven and earth; inexpressibly glorious in holiness, and worthy of all possible honor confidence and love; that in the unity of the Godhead there are three persons, the Father, the Son, and the Holy Ghost; equal in every divine perfection, and executing distinct but harmonious offices in the great work of redemption.

III. THE FALL OF MAN

We believe the Scriptures teach that Man was created in holiness, under the law of his Maker; but by voluntary transgressions fell from that holy and happy state; in consequence of which all mankind are now sinners, not by constraint but choice; being by nature utterly void of that holiness required by the law of God, positively inclined to evil; and therefore under just condemnation to eternal ruin, without defense or excuse.

IV. THE WAY OF SALVATION.

We believe that the Scriptures teach that the salvation of sinners is wholly of grace; through the mediatorial offices of the Son of God; who by the appointment of the Father, freely took upon him our nature, yet without sin; honored the divine law by his personal obedience, and by his death made a full atonement for our sins; that having risen from the dead, he is now enthroned in heaven; and uniting in his wonderful person the tenderest sympathies with divine perfections, he is in every way qualified to be a suitable; a compassionate, and an all-sufficient Savior.

V. JUSTIFICATION

We believe the Scriptures teach that the great Gospel blessing which Christ secures to such as believe in him is justification; that justification includes the pardon of sin, and the promise of eternal life on principles of righteousness; that it is bestowed, not in consideration of any works of righteousness which we have done, but solely through faith in the Redeemer's blood; by virtue of which faith his perfect righteousness is freely imputed to us of God; that it brings us into a state of most blessed peace and favor with God, and secures every other blessing needful for time and eternity.

VI. THE FREENESS OF SALVATION.

We believe that the Scriptures teach that the blessings of salvation are made free to all by the Gospel; that it is the immediate duty of all to accept them by cordial, penitent and obedient faith; and that nothing prevents the salvation of the greatest sinner on earth, but his own determined depravity and voluntary rejection of the Gospel; which rejection involves him in an aggravated condemnation.

VII. REGENERATION

We believe that the Scriptures teach that in order to be saved, sinners must be regenerated, or born again; that regeneration consists in giving a holy disposition to the mind that it is effective in a manner above our comprehension by the power of the Holy Spirit in connection with divine truth, so as to secure our voluntary obedience to the Gospel; and that its proper evidence appears in the holy fruits of repentance and faith, and newness of life.

VIII. REPENTANCE AND FAITH

We believe the Scriptures teach that repentance and faith are sacred duties, and also inseparable graces, wrought in our souls by the regenerating Spirit of God; whereby being deeply convinced of our guilt, danger and helplessness and of the way of salvation by Christ, we turn to God with unfeigned contrition, confession, and supplication for mercy; at the same time heartily receiving the Lord Jesus Christ as our prophet, priest and king, and relying on him alone as the only and all-sufficient Savior.

IX. GOD'S PURPOSE OF GRACE

We believe the Scriptures teach that election is the eternal purpose of God, according to which he graciously regenerates, sanctifies and saves sinners; that being perfectly consistent with the free agency of man, it comprehends all the means in connection with the end; that it is a most glorious display of God's sovereign goodness, being infinitely free, wise, holy and unchangeable; that it utterly excludes boasting and promotes humility, love, prayer, praise, trust in God, and active imitation of his free mercy; that it encourages the use of means in the highest degree; that it may be ascertained by its effects in all who truly believe the Gospel; that it is the foundation of Christian assurance; and that to ascertain it with regard to ourselves demands and deserves the utmost diligence.

X. SANCTIFICATION.

We believe the Scriptures teach that Sanctification is the process by which, according to the will of God, we are made partakers of his holiness; that it is a progressive work; that it is begun in regeneration; and that it is carried on in the hearts of believers by the presence and power of the Holy Spirit, the Sealer and Comforter, in the continual use of the appointed means especially the word of God, self-examination, self-denial, watchfulness, and prayer.

XI. PERSEVERANCE OF SAINTS.

We believe the Scriptures teach that such only are real believers as endure to the end; that their persevering attachment to Christ is the grand mark which distinguishes them from superficial professors; that a special Providence watches over their welfare; and they are kept by the power of God through faith unto salvation.

XII. THE LAW AND GOSPEL.

We believe the Scriptures teach that the law of God is the eternal and unchangeable rule of his moral government; that it is holy, just and good; and that the inability which the Scriptures ascribe to fallen men to fulfill its precepts, arise entirely from their love of sin; to deliver them from which, and to restore them through a Mediator to unfeigned obedience to the holy Law, is one great end of the Gospel, and of the Means of Grace connected with the establishment of the visible church.

XIII. A GOSPEL CHURCH.

We believe the Scriptures teach that a visible church of Christ is a congregation of baptized believers, associated by a covenant in the faith and fellowship of the Gospel; observing the ordinances of Christ; governed by his laws; and exercising the gifts, rights, and privileges invested in them by His Word; that its only scriptural officers are Bishops or Pastors, and Deacons whose Qualifications, claims and duties are defined in the Epistles to Timothy and Titus.

XIV. BAPTISM AND THE LORD'S SUPPER.

We believe the Scriptures teach that Christian baptism is the immersion in water of a believer, into the name of the Father, and Son, and Holy Ghost; to show forth in a solemn and beautiful emblem, our faith in the crucified, buried, and risen Savior, with its effect, in our death to sin and resurrection to a new life; that it is prerequisite to the privileges of a church relation; and to the Lord's Supper, in which the members of the church, by the sacred use of bread and wine, are to commemorate together the dying love of Christ; preceded always by solemn self-examination.

XV. THE CHRISTIAN SABBATH.

We believe the Scriptures teach that the first day of the week is the Lord's Day, or Christian Sabbath, and is to be kept sacred to religious purposes, by abstaining from all secular labor and sinful recreations; by the devout observation of all the means of grace, both private and public, and by preparation for the rest that remaineth for the people of God.

XVI. RIGHTEOUS AND WICKED.

We believe the Scriptures teach that there is a radical and essential difference between the righteous and the wicked; that such only as through faith are justified in the name of the Lord Jesus, and sanctified by the Spirit of our God, are truly righteous in his esteem; while all such as continue in impenitence and unbelief are in his sight wicked, and under the curse; and this distinction holds among men both in and after death.

XVII. THE WORLD TO COME

We believe the Scriptures teach that the end of the world is approaching; that at the last day, Christ will descend from heaven, and raise the dead from the grave for final retribution; that a solemn separation will then take place; that the wicked will be adjudged to endless punishment, and the righteous to endless joy; and that this judgment will fix forever the final state of men in heaven or hell, on principles of righteousness.

MISSION STATEMENT

It shall be the function of the church to teach that the Bible is the inspired Word of God and the sole authority for faith and practice and to engage its members to adhere to all of the teachings of Jesus Christ by holding regular worship services, by preaching the gospel message and urging its personal acceptance, by encouraging prayer, gifts, study and services in an effort to establish the Kingdom of God throughout the world, to promote systematic Bible Study, church policy training, department training for the church services and participation, to enlist every member to church activities, church school and periodic workshops, to do charitable and/or educate works through kindergarten, daycare centers, senior citizens, programs or methods approved by the Church Body.

BY-LAWS OF SAINT LUKE BAPTIST CHURCH

NAME

The name of this organization in the Saint Luke Baptist Church. It is hereafter referred to as the "Church." This church is a non-profit organization.

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. there shall be no meeting of the church without an approved agenda.

OFFICERS

Note: None of the following positions of the church body at any given time shall be held jointly by any one person, except with the consent of the pastor.

A. PASTOR

THE PASTOR. Shall be the Spiritual and temporal leader of the church. He shall be the principal representative of the church and shall generally supervise all the affairs of the church. He shall appoint committees as they are needed. The Pastor shall live an exemplary Christian life and shall be responsible for all the preaching, teaching, counseling, to and among the congregation. He shall visit the sick, infirm, destitute and afflicted and exercise Pastoral care among the members; he shall devote himself diligently to instruction and training of the membership. He shall, when in his judgement the occasion shall call for it, comfort, instruct, reprove and admonish the members privately and publicly. He shall supervise all activities within the congregation as Shepard. The Pastor shall promote a spirit of peace and good will among members of the congregation.

B. ASSISTANT PASTOR

THE ASSISTANT PASTOR shall also be a spiritual and temporal leader of the church. The Assistant Pastor shall in the absence of the Pastor, perform the duties of the Pastor or appoint temporarily another person to do so and perform such duties as assigned him by the Pastor.

C. CHAIRMAN OF BOARD OF DEACONS

THE CHAIRMAN OF DEACONS shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

D. DEACONS

THE DEACONS of this church shall possess those qualities as set forth in Acts 6:3 and I Timothy 3:8-12. The Deacons shall assist the Pastor in carrying out the church's program. The church shall select as many Deacons as the Pastor and church deems necessary to serve the congregation.

E. CHURCH SECRETARY

THE CHURCH SECRETARY works under the direct supervision of the Pastor and supervise the following elected or appointed officers; keep accurate record of membership, letters, correspondence and other communication; typing official business letters and keeping ample supplies on hand.

F. TRUSTEES

THE TRUSTEES - Effective trustees will function as Christian stewards of property God has entrusted to the congregation. This includes supervising and maintaining both the physical property of the congregation and gifts made to the congregation so that the ministries of the congregation can be effective and all legal requirements related to the property are satisfied.

G. FINANCE COMMITTEE

FINANCE COMMITTEE - All business transactions will be preceded by prayer. The money will be counted after services with a minimum of three (3) committeemen. Please open each envelope and count its contents. Compare the cash count with written amounts. Give empty envelopes to the financial secretary, or person responsible for recording contributions or the record of individuals members. Envelopes should be retained for at least 3 years. The finance committee is charged with the responsibility to see that the money which is given to the church is used by the church as approved in the budget when adopted by the church. This committee will protect the church from individuals or groups who would make unnecessary expenditures of money.

H. CHOIR MEMBERS

CHOIR MEMBERS Any choir member missing three consecutive rehearsals will be warned of duty. Legitimate excuses for not attending rehearsals are as follows:

- (a) Illness. (b) Bereavement, (Work hours), (d) a dependent relative, (e) taking a course of study, (f) death. The following must be done by choir members who have a bona fide excuse for not attending rehearsals: Contact the president, vice president, secretary, matron or director.

I. USHERS

USHERS should be a Christian who is willing to serve and share his religion with others. He should be a person with unusual personality, polite, obliging and alert. The usher must have the ability to make strangers feel welcome in a strange place. He should have a watchful eye. The usher's chief aim and desire should be to see that a stranger or member enjoy the service in peace, comfort and undisturbed while in church. It is the usher's duty to preserve decorum, render service to members and friends from the time they reach the building until they leave. The chief usher or president will assign ushers to their stations.

J. FUNERAL and BURIAL SERVICES**St. Luke Baptist Church**

FUNERAL and BURIAL POLICY - It is the desire of the church to assist members of the church and the community with respectfully laying their love ones to rest.

Initial Contact:

The family should contact the chair of the burial committee (the designated deacon.) The designated deacon will contact the Pastor.

The family should complete the burial packet which includes all information related to the pending funeral service. This packet includes a listing of the desires of the family regarding the use of the church, burial ground, fellowship hall, etc. The deacon will serve as the liaison between the family and the Pastor.

Cost:

(See membership section for definitions and details)

Member Emeritus: No charge

Active Member: No charge

Non-Active Member: Half of each detailed charge

Non-Member: Full cost of each detailed charge

The full cost of funeral services shall be as follows:

Church	\$500.00
Cemetery Burial Plot	\$2,000.00
Fellowship Hall	\$300.00
Footstone	<u>\$150.00</u>
Total	\$2,950.00

STATEMENT of CONSTITUTION of BIBICAL MARRIAGE

This church believes in the sanctity of the marital union as described in Scripture: God created the first marriage as a sacred covenant relationship between one man and one woman for the purposes of procreation, companionship and dominion over creation, in keeping with the covenant relationship God himself established with his own creation. (Genesis 2:15-24; Romans 1:16-32)

According to Scripture, God's definition of marriage is a union between one man and one woman. This holy union provides for the physical, the sexual, the mental, the emotional, the moral, the spiritual and the economic completeness of two individuals in a covenant relationship.

This church affirms that all marriage ceremonies performed in the name of this church and any related celebrations or activities allowed in its facility shall be for unions that meet the standards named in this church constitution, and further that church ministers and staff engage only in marriage ceremonies in keeping with this church's adopted biblical and theological definition of marriage.

WEDDING POLICY

WEDDINGS

1. Do not set a wedding date until it is cleared with the Pastor if his services are desired.
2. When the wedding date is set, secure your license at least one to three days before your wedding.
3. After you have gotten your license, bring them to the Pastor's office and leave them until the date of the wedding, if the wedding is to be at the church.
4. If the wedding is to be elsewhere, leave the license with the Pastor the day you receive them.
5. A pre-wedding conference is required before the ceremony is performed. The date should be set at least two weeks prior to the wedding.

FINANCING of THE CHURCH

God works by plans. He has a plan for everything. He had a plan when He made the universe. He had a plan when He made a man, and He had a plan for the human family on the earth. He also had a plan for the financing of the great program of work. He gave the church and spreading of His message. God gives our only plan of church financing in the Bible and that is by the tithes and offerings of His people.

MEMBERS

A member in good and regular standing is required first of all to be faithful in his duties, regularly attend the worship services of the church, to contribute cheerfully and regularly for the expenses of the church, the support of the ministry, relief of the poor and the spreading of the gospel through all nations. Such a member in good and regular standing shall have the right to act and vote in the transactions of the business of the church. If any member fails to contribute to the financial support of the church for a period of two months, such member shall be notified of his arrears. If such a notice goes unheeded by such member for a period of 30 days, he automatically ceases to be a member in good and regular standing and shall be placed on the inactive membership roll of the church, and be classified as an inactive member until such time as he meets with the Pastor and Deacons, and be reinstated to the church and pledges to support the church in the future.

The inactive member shall be permitted to worship and take the Lord's supper, but he shall not hold office and have membership on the Board of Deacons, Deaconess, Mother, Trustee, Teaching Staff, or be a member of any singing group, club or ushers. He shall not have the right to act and vote in the transaction of business of the church. Any member on the inactive roll may be notified by Chairman of Deacons by mail.

CHOIRS

Anyone who is in good and regular standing with the church who wishes to join the choirs:

1. Make application to the choirs of his choice with the president.
2. The president will recommend this person to the choir.
3. After a vote by the choir the applicant will become a member of the choir.

ST. LUKE BAPTIST CHURCH MINISTRIES

DEACONS MINISTRY

The Deacons of this church possess those qualities in Acts 6:3 and I Timothy 3:8-12. Their functions are administrative in nature. They also, along with their spouses, the Deaconesses, assist with serving of Holy Communion to the congregation and the sick and shut-in members.

DEACONESS MINISTRY

Deaconesses assist with the preparation and serving of Holy Communion to the congregation and the sick and shut-in members. They also prepare/maintain clothing for candidates for baptism and assist with the baptism service.

TRUSTEES

Matthew 25:14 (KJV) *"For the kingdom is a man traveling into a far country, who his own servants, and delivered unto them his goods."* Their main duty, among others, is to safeguard the finances of the church.

CHURCH SECRETARY

Purpose: To provide clerical support for the Pastor and the Church.

Objectives: To provide administrative support for the Pastor, thus ensuring that the overall operation of the Church and its leader's goals are successfully met.

Duties of the Secretary:

1. Keep and maintain church records in folders and categorize such records in the file cabinet.
2. Record and type Church Meeting Minutes. File them accordingly as these are historical documents.
3. Make church and community based announcements during Sunday morning worship services. Note, ALL announcements are reviewed by the Pastor before they are made public.

PASTOR'S AIDE MINISTRY

The Pastor's Aide Ministry is designed to assist the Pastor and his family with personal care. It helps the Pastor's time spent at the church as comfortable and enjoyable as possible providing personal comforts to assist him during his time of ministry. The ministry also provides the pastor financial support as he joins other ministers and pastors in local and national convention in learning more and better ways to enhance his congregation.

EVENTS COORDINATOR

The Events Coordinator is responsible for the planning of specific events as directed by the pastor from conception to completion. They will coordinate with Pastor in the details for engagements that he is scheduled to attend. They will also be responsible for special guest, artist or group events that are planned for the local assembly. Duties include travel, hotel and dinning arrangements, event layout, materials and staff.

MISSION MINISTRY

Mission is empowering Christians to work for the cause of Christ. We endeavor to act upon our love for God through the Holy Spirit and serve the needs of His people. We endeavor to minister to all far and near, to serve without constraint or hesitancy. Our goal is to fulfill the great commission found in Matthew 28:19-20, "*....to go ye therefore and make disciples of all nations....*"

SUNDAY SCHOOL

Sunday School is the foundational strategy in the local church for leading people to faith in the Lord Jesus Christ. The goal of the teaching is to lead people to encounter the life changing experience of knowing Jesus and learning what it means to follow Him. It is to inspire families to live a lifelong commitment to Lord through the teaching of His word.

PRAYER MINISTRY

The prayer Ministry is a weekly coming together of saints who feel led by God to intercede for the church as a corporate body, as well as for individual who may be experiencing challenging times. Prayers are also lifted for our community, our state, our nation, and for the world.

HOSPITALITY MINISTRY

The Hospitality Ministry provides generous and friendly treatment of visitors and guest at social functions requiring food. Coordinate and serve food as required; making sure the atmosphere is conducive to a wonderful dining experience.

GREETERS MINISTRY

"Hello, how are you today; glad to see you; welcome to St. Luke Church. Thank you for being a part of our service today." These are words that you will hear from our greeters. Their goal is that you will echo the words of Psalm 122:1, *"I was glad when they said unto me; let us go into the house of the LORD..."*

USHERS MINISTRY

Psalm 84:10 *"I would rather be doorkeeper in the house of my God..."*

The Ushers Ministry provides information to guide individuals through church services. They include, but not limited to, assisting with seating, providing bulletins, envelopes and other materials, location of facilities and information for a comfortable and enjoyable worship experience.

MUSIC MINISTRY

ADULT PRAISE TEAM MINISTRY

Opening up the worship service, the Praise Ministry sets the tone and atmosphere for the spirit filled worship experience. It is designed to bring all hearts and minds into focus as we join together in praise to our Holy God.

YOUTH WORSHIP TEAM

Membership on the SLBC Youth Worship Team is a position of Christian leadership. The primary function is to lead the congregation in true worship under the guidance of the Holy Spirit. Members strive through prayer and example to have a pure heart before God and others.

MASS CHOIR

Minstrels unto the Lord through song as part of the regular morning worship. This choir consists of members from all choirs that desire to be a part of this ministry including Musical Choir, Male Chorus, Between the Hands Choir and Teen Choir.

BETWEEN THE HANDS CHORUS

A Young Adult Choir consisting of male and female singers, developed to enhance the worship experience of younger saints as well as the mature members. They feature a contemporary sound as well as traditional music. Their purpose is to sing unto the "Most High," so that souls may be connected to God, and live to be forever changed.

CHILDREN of PRAISE CHOIR (COP)

The Children of Praise is the St. Luke Baptist Church's children choir. Their ages range from three to twelve years of age. They sing praises to God with exuberance and enthusiasm. They are truly a blessing to God.

MALE CHORUS

The Male Chorus provide musical compliment to the worship service. Our goal is to uplift the name of Jesus through song. We live our lives as role models and mentors for the younger generation of males. This ministry through song can fill a void lacking in the lives of young people.

JUBILEE CHOIR

The Jubilee choir continues the traditions of our forefathers by singing acapella, hymns, spiritual and gospel songs. This style of singing will attract those more advanced in age remembering the black experience in America.

C.U.T. (Christians Utilizing Technology)

As the world continues to advance and new technology is developed there is a need for trained professionals to operate this equipment. The CUT Ministry provides this vital service to the church family. The worship experience is greatly enhanced by audio and video service. The ministry controls the sound system, video screens and monitors. They record the services and make available worship by CD's, DVD's and internet.

YOUTH MINISTRY

This ministry's intentions are to help youth find their meaning or purpose in the church body. It encourages the youth to actively participate in the worship experience through song, dance, ushering, drama, and all aspects of the church life. They are also given opportunities to interact socially through community activities.

PRAISE DANCERS

The foundation of any Liturgical Dance ministry must be rooted in a personal relationship with God. Praise dancing presents a message of witness, worship and praise which reaches out to help the young and old. We present a clear message of salvation, deliverance, divine power, joy and favor. It is our prayer that the ministry will bring others closer to Christ and touches the hearts of those who do not know Him, giving them a desire to be in His presence.

MIME MINISTRY

Mime is defined as someone who uses theatrical medium or as a performance art. Thus, derives the Mime Ministry. The group is comprised of male and female members. They, in the church setting, tell a story through body movements, without speech, but with the use of music and lyrics. They are a part of the Liturgical Dance Ministry.

DRAMA MINISTRY (Performance Arts)

This ministry's objectives are to enhance the knowledge, wisdom and understanding of the gospel of Jesus Christ, from practical living, yet help bring hope of eternal life through dramatization.

NURSERY MINISTRY

The Nursery is available to provide safe and loving care during regular morning service to infants and toddlers from six (6) weeks to four (4) years of age. They receive age appropriate devotion and other activities to help grow them up in a way they should go.

HEALTH MINISTRY

The Health Ministry serve as a resource for SLBC, to assist in learning about healthy living, and to facilitate, maintain healthy lifestyles. They assist members in ill health and provide weekly health tips. They also keep the church current with changes in health care.

EXERCISE MINISTRY

CCAP-Christ Centered Activity Partners

This class is administered by a certified fitness/health instructor. The purpose is to encourage and maintain a healthy body through increased activity and healthy diets.

CHURCH SEXTON

The Church Sexton provides custodial services for the temple of God. He makes sure the building is clean of debris, removing trash, and takes care of the general cleanliness of the building. He maintains the comfort level of the building and provides all necessary commodities.

CLATIC (Christian Ladies Associating Together In Christ)

The CLATIC Ministry was born out of the desire for women of faith to find common grounds in relations to each other. It is designed to share life's experiences through a weekend of fellowship, worship, and other expressions of love for God, or fellow sisters in Christ; and for life as we explore the world.

SLBC FOOD PANTRY MINISTRY

"Meeting the Needs of the Community"

Hours of Operation ~Wednesdays, 10:00am-2:00pm.

We are an agent of the Harvest Hope Food Bank, under the direction of the United States Department of Agriculture or USDA. This Emergency Food Assistance Program provides for families in need without cost to the recipient. The food pantry's mission is to help families meet their nutritional needs by subsidizing their food expenses.

DECORATION COMMITTEE MINISTRY

The SLBC Decoration Committee members decorates the church for special events. This is done with the use of furniture pieces designed for the specific areas and floral arrangements. They also decorate for holidays as Christmas, Easter and also anniversaries. Their endeavor is to beautify the edifice, thus, providing a beautiful environment of worship to our Lord and Savior, Jesus Christ.

**Special Called Meeting
St. Luke Baptist Church
183 St. Luke Church Road
Winnsboro, SC
Deacon Kirk Chappell, Presiding**

December 26, 2020; 10:00 am

Opening statement from Deacon Kirk Chappell

Please turn your radio to 95.5

Statement from Deacon Chappell: This is the day that the Lord has made, let us rejoice and be glade in it.

To set things in order:

There are over 50 people attending the meeting. According to the by-laws it is required to have 25 people to open up and conduct business, so the quota is met. We have 52 people who have signed the roster, so we will proceed.

Opening prayer – Deacon Kirk Chappell

Scripture Matthew 16:18

Deacon Kirk Chappell This is a special called meeting, I will verbally give the agenda

The Agenda is as follows

Call to order

Invocation

Scripture

One (1) item for discussion – The Pastor's Position

Adjournment

(Agenda repeated)

Deacon Chappell called for a motion and second for approval of the agenda

Trustee Curtis Brown motioned to accept the agenda as presented

Brother Willie Wilburn – seconded the motion

Dea. Chappell: Any questions concerning the motion?

Horns symbolic of your voice

All in favor – sound car horns (horns sounded)

All against the motion – sound car horns – (none- opposed)

Motion carried.

Deacon Chappell stated: The Board of Deacons met and from that meeting they recommend - that the Pastor Terry be terminated as pastor of St. Luke Baptist Church. The majority of the deacons agreed to this decision.

This recommendation will be of a general, brief nature and not in detail. Two reasons for the recommendation:

1. Not following:
 - a. The Baptist Doctrine
 - b. The church covenant
 - c. The church by-laws
2. Misconduct, poor judgement and un-ethical practices
 - a. He sign a loan for the church at the bank without notification to the deacons, trustees or church members
 - b. He changed the locks on the church doors;
 - c. He called the police on church members, this occurred twice; it is a matter of public records at the sheriff's office.

Deacon Chappell called for a motion to accept or reject the deacon's recommendation to terminate the pastor.

Trustee Curtis Brown made a motion that we accept the recommendation from the deacons to terminate the pastor.

Brother Willie Wilburn, second the motion.

Deacon Chappell called for any questions concerning the motion. There were none.

He then called for those in favor of the motion to sound their car horns. (They sounded)

He called for those who oppose the motion to sound their car horns – (none sounded).

Motion carried.

Deacon Chappell introduced Rev. Dr. Preston Harrison from the Blackjack Baptist Church, Winnsboro, SC.

Dr. Preston Harrison gave his credentials:

- a. Pastor of the Blackjack Baptist Church
- b. Gethsemane Baptist Association, Dean of Christian Education
- c. Gethsemane Area Representative of the Midlands

1. Dr. Preston stated that his job as mediator will be to watch over and certify the voting. He further stated that neither he as moderator nor the deacons can tell anyone how to vote.
2. According to your church constitution and by-laws the majority rule. Please pray about decision, feel good about it and do what is best for the church and not for yourself. This is an official vote and it will be counted. Your yea or nay cannot be changed.
3. When the voting is completed, the first person to be notified will be the pastor, regardless of the outcome. He must be informed by letter.

Deacon Chappell stated: Let the records show that

The voting will began at 10:22 AM and will end promptly at 1:00 PM

Deacon Chappell instructed those in attendance to drive up to the table, receive their ballots and vote; someone will be there to assist you. The ballots were then placed in a locked box and will not be opened until 1:00 pm.

Deacon Chappell stated that after the voting, he will get with the deacons, then make sure that the first person that is notified is the Pastor before any information is given out. After he is notified the information will be distributed. I appreciate you coming to this special meeting. To God be the glory.

The results of the voting were unanimous decision to terminate the pastor.

Deacon Kirk Chappell

Presiding Official

The ballot has two blocks

☐ Yes to terminate ☐ Do not terminate

STATE OF SOUTH CAROLINA)

COUNTY OF FAIRFIELD)

SAINT LUKE BAPTIST CHURCH,)

Plaintiff)

vs.)

RAYSHAWN TERRY,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Carla Capors the undersigned,

who, being first duly sworn, deposes and says as follows:

1. I am a member of St. Luke's Baptist Church and have been since Sept 2013
2. I regularly attend services and tithe regularly.
3. I have recently learned that a group conducted a meeting on December 26, 2020.
4. I did not receive notice of any such meeting.
5. Notices from the church have always been distributed through GroupMe.
6. Notice was not provided through GroupMe of the December 26, 2020 meeting.
7. I understand that this group attempted to remove Pastor Terry in this meeting.
8. If I had been provided notice of the meeting, I would have appeared and voiced my support for Pastor Terry.

Carla Capors

Signature

Carla Capors

Print Name

SWORN to before me this
25 day of January, 2021

[Signature]
Notary Public for South Carolina

My Commission Expires:

My Commission Expires November 8, 2027

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

SAINT LUKE BAPTIST CHURCH,

Plaintiff

vs.

RAYSHAWN TERRY,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Rubenna Boyd, who.

being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Deacon.
2. In my position as a Deacon, I am familiar with the membership.
3. In my position as a Deacon, I am familiar with the bylaws.
4. In my position as a Deacon, I am familiar with the operations of the church.
5. In my position as a Deacon, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
13. If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.
14. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
15. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
16. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
17. I understand that Kirk Chappel has suggested he called the subject meeting.
18. Kirk Chappel was removed as Chair of the Deacon Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 15, 2020.

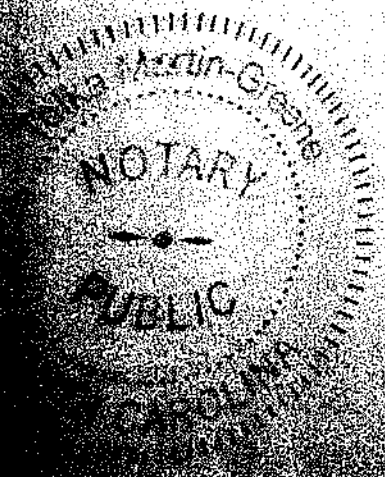
19. Based upon Kirk Chappel's removal as Chair of the Deacon Board, even if ~~Terry~~ Terry were sick, Kirk Chappel had no authority to call a special meeting.

20. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

[Signature] appeared before me this
day of January, 2021
[Signature: Marti Dreese]
Notary Public for South Carolina
Commission Expires: 4-16-2025

Reubenna O. Boyd
Signature
Reubenna O. Boyd
Printed Name







STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SIXTH JUDICIAL CIRCUIT
COUNTY OF FAIRFIELD	)	
	)	
SAINT LUKE BAPTIST CHURCH,	)	CASE NO. # 2021-CP-20-00024
	)	
Plaintiff	)	
vs.	)	
	)	
RAYSHAWN TERRY,	)	
	)	
Defendant,	)	

PERSONALLY APPEARED BEFORE ME, LaShonda Johnson, who,
being first duly sworn, deposes and says as follows:

- I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Director of Ministries.
- In my position as a Director of Ministries, I am familiar with the membership.
- In my position as a Director of Ministries, I am familiar with the bylaws.
- In my position as a Director of Ministries, I am familiar with the operations of the church.
- In my position as a Director of Ministries, I am familiar with congregational meetings, church conference meetings and special meetings.
- Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
- Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of

Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

- Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
- There was not a church conference meeting scheduled for December 26, 2020.
- Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
- Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
- Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
- If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.
- I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
- Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
- In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.

- Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

Attorney for the Plaintiff

SWORN to before me this

25th day of January, 2021

Queen Robin

Notary Public for South Carolina

My Commission Expires:

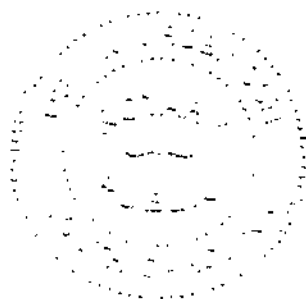
~~My Commission Expires~~ November 8, 2027

[Signature]

Signature

Lashonda Johnson

Printed Name



STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD
SAINT LUKE BAPTIST CHURCH.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

Plaintiff

AFFIDAVIT

vs.
RAYSHAWN TERRELL

Defendant

PERSONALLY APPEARED BEFORE ME, Ernest V. Manning, who,
being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Wrensboro, South Carolina and also serve the church as a Deacon.
2. In my position as a Deacon, I am familiar with the membership.
3. In my position as a Deacon, I am familiar with the bylaws.
4. In my position as a Deacon, I am familiar with the operations of the church.
5. In my position as a Deacon, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, or the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Despite being an active member of the Church and a Deacon of the Church, I did not receive notice of any meeting on December 26, 2020.
13. Notices sent by the Church are sent by Gossipia and no notice of a December 26, 2020 was received from Gossipia.
14. I did not observe any notice of this meeting.
15. I did not know what this meeting was supposed to be about.
16. If I had been informed of this meeting, and what apparently was the purpose of this meeting, I would appear and support Pastor Terry.
17. I have reviewed what Marie Hildes has represented to be the list of attendees at this meeting.
18. Marie Hildes is not the Secretary of the Church as she resigned on November 4, 2020.
19. In reviewing the list of attendees, I did find the name of a deceased member, one person who cannot vote, and countless other persons who are members of the church and therefore cannot vote.

20. I understand that Kirk Chappel has suggested he called the subject meeting.
21. Kirk Chappel was removed as Chair of the Deacons Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 13, 2020.
22. Based upon Kirk Chappel's removal as Chair of the Deacons Board, even if Pastor Terry were sick, Kirk Chappel had no authority to call a special meeting.
23. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

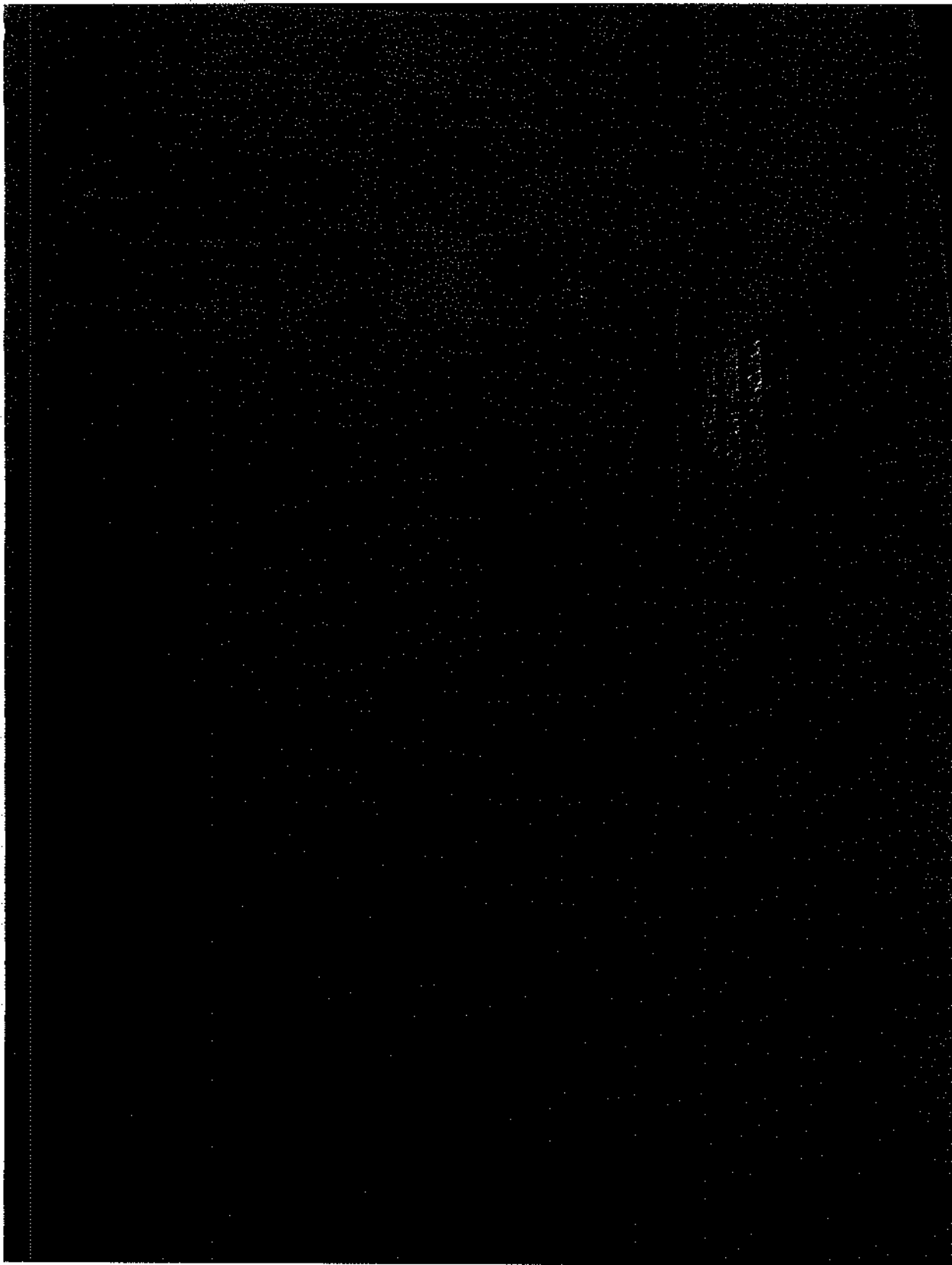
Subscribed and sworn to before me this
25th day of January, 2021.

Ernest V. Manning
Pastor, Fairfield Baptist Church
My Commission Expires 12-22-2024

Ernest V. Manning
Signature

Ernest V. Manning
Printed Name





STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

ST. LUKE BAPTIST CHURCH

Plaintiff

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

RAYSHAW TERRY

Defendant

PERSONALLY APPEARED BEFORE ME Shirley M. Bisco who

being sworn, deposed and says as follows:

I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Trustee.

In my position as a Trustee, I am familiar with the membership.

In my position as a Trustee, I am familiar with the budget.

In my position as a Trustee, I am familiar with the operations of the church.

In my position as a Trustee, I am familiar with congregational meetings, church conference meetings and special meetings.

Provided in our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the church.

In the absence of the Pastor, the Chairman of the Board of Deacons is the principal representative of the Church and generally supervises the affairs of the church.

8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of absence of the Pastor, by the Assistant Pastor, or the absence of both of the above, the Chairman of the Board of Deacons.

9. There was not a Church conference meeting scheduled for December 26, 2020.

10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor or he was not call.

11. Pastor Terry did not call a special meeting on December 26, 2020 nor was he asked to call a meeting on December 26, 2020.

12. Deane is not an active member of the Church and a Trustee of the Church. I did not receive notice of any meeting on December 26, 2020.

13. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.

14. I did not otherwise receive notice of this meeting.

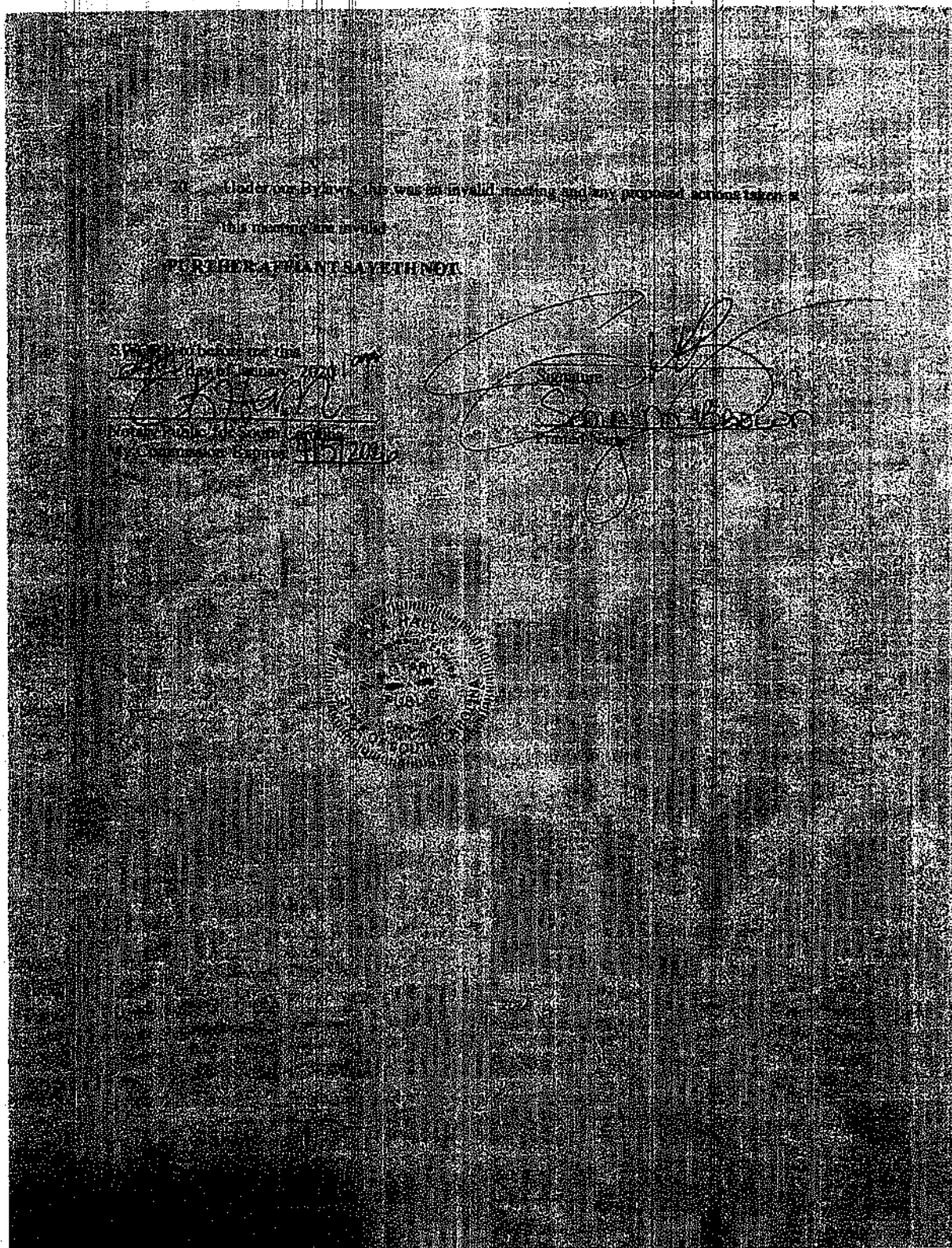
15. I did not know what this meeting was supposed to be about.

16. I had been made aware of this meeting and what apparently was the purpose of this meeting. I would appeared and supported Pastor Terry.

17. I have read what Marie Ashford has represented to be the list of attendees of this meeting.

18. I have read what the Secretary of the Church has reported on November 3, 2020.

19. I have read the list of attendees. I see listed the deceased persons and persons who are deceased and I believe other persons who are inactive and therefore cannot vote.



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

COUNTY OF FAIRFIELD

SAINT LUKE BAPTIST CHURCH

CASE NO. # 2021-CP-20-00024

Plaintiff

AFFIDAVIT

RAYSHAWN LERRY

Defendant

PERSONALLY APPEARED BEFORE ME Teresa Bell who,
being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Director of Ministries.
2. In my position as a Director of Ministries, I am familiar with the membership.
3. In my position as a Director of Ministries, I am familiar with the bylaws.
4. In my position as a Director of Ministries, I am familiar with the operations of the church.
5. In my position as a Director of Ministries, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
13. If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.
14. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
15. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
16. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
17. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this
16 day of January, 2021

[Signature]
Notary Public for South Carolina
My Commission Expires 3-4-2027

[Signature]
Signature

Terence Bell
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)
SAINT LUKE BAPTIST CHURCH,)
Plaintiff)
vs.)
RAYSHAWN TERRY,)
Defendant,)

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Annette R. Jones, who,
being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Trustee.
2. In my position as a Trustee, I am familiar with the membership.
3. In my position as a Trustee, I am familiar with the bylaws.
4. In my position as a Trustee, I am familiar with the operations of the church.
5. In my position as a Trustee, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

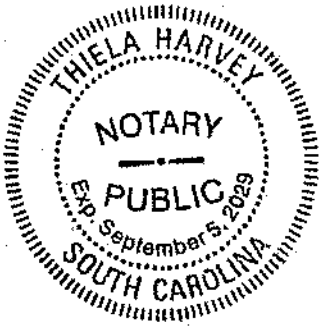
8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
13. If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.
14. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
15. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
16. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
17. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this
26th day of January, 2021

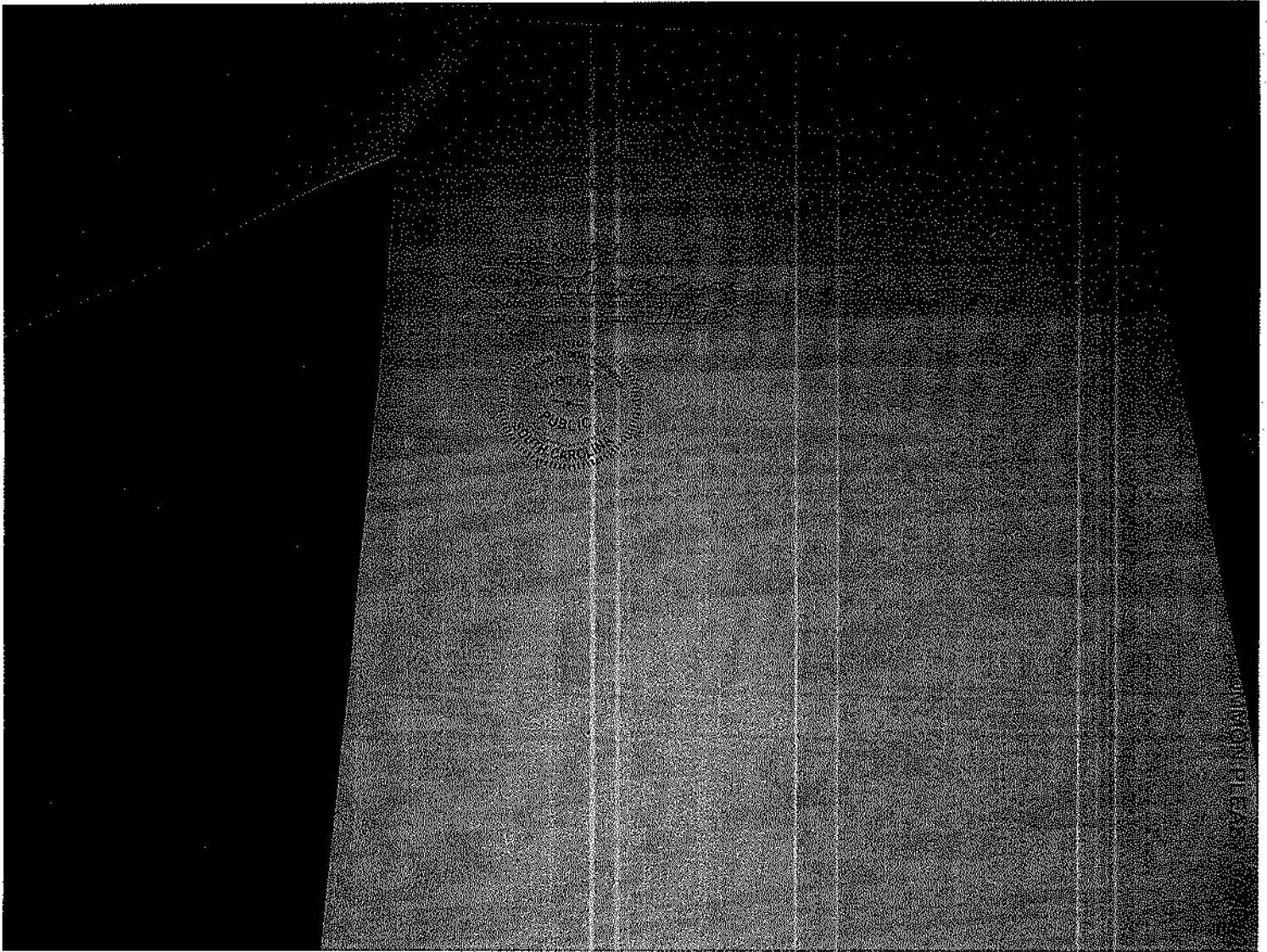
[Signature]
Notary Public for South Carolina
My Commission Expires: Sept 5th 2029

[Signature]
Signature
Annette R Jones
Printed Name



- Pursuant to our Bylaws, the Pastor is the principal representative of the Church and generally supervises all the affairs of the Church.
- Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of the Board of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.
- Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor; in the absence of both of them, the Chairman of the Board of Deacons.
- There was not a regularly scheduled church conference meeting set for December 26, 2020.
- Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.

021CP2000024



RECEIVED

Apr 03 2023

SC Court of Appeals

021CP2000024

COUNTY OF FAIRFIELD

SAINT LUKE BAPTIST CHURCH
06024

CASE NO. # 2021-CP-20-

Plaintiff

AFFIDAVIT

vs.

RAYSHAWN TERRY.

Defendant.

PERSONALLY APPEARED BEFORE ME, Johnny Jennings who,
being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Wimsboro, South Carolina and also serve the church as a Deacon.
2. In my position as a Deacon, I am familiar with the membership.
3. In my position as a Deacon, I am familiar with the bylaws.
4. In my position as a Deacon, I am familiar with the operations of the church.
5. In my position as a Deacon, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.
8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Despite being an active member of the Church and a Deacon of the Church, I did not receive notice of any meeting on December 26, 2020.
13. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
14. I did not otherwise receive notice of this meeting.
15. I did not know what this meeting was supposed to be about.
16. If I had been made aware of this meeting, and what apparently was the purpose of this meeting, I would appear and support Pastor Terry.
17. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.

18. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
19. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
20. I understand that Kirk Chappel has suggested he called the subject meeting.
21. Kirk Chappel was removed as Chair of the Deacon Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 15, 2020.
22. Based upon Kirk Chappel's removal as Chair of the Deacon Board, even if Pastor Terry were sick, Kirk Chappel had no authority to call a special meeting.
23. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN

to

before

me

this

26 day of January, 2021

Signature

Johnny M. Jennings
Printed Name

Notary Public for South Carolina

My Commission Expires: 1-31-2030

Margie M. Harrison



STATE OF SOUTH CAROLINA)

COUNTY OF FAIRFIELD)

SAINT LUKE BAPTIST CHURCH,)

Plaintiff)

vs.)

RAYSHAWN TERRY,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Derrundra Harrison the undersigned,

who, being first duly sworn, deposes and says as follows:

1. I am a member of St. Luke's Baptist Church and have been since _____.
2. I regularly attend services and tithe regularly.
3. I have recently learned that a group conducted a meeting on December 26, 2020.
4. I did not receive notice of any such meeting.
5. Notices from the church have always been distributed through GroupMe.
6. Notice was not provided through GroupMe of the December 26, 2020 meeting.
7. I understand that this group attempted to remove Pastor Terry in this meeting.
8. If I had been provided notice of the meeting, I would have appeared and voiced my support for Pastor Terry.

Signature

Print Name

SWORN to before me this
26th day of January, 2021

Notary Public for South Carolina

My Commission Expires: My Commission Expires November 8, 2027

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

...the church conference meeting set for December 26, 2020.

FURTHER AFFRANT SAYETH NOT

Subscribed and sworn to before me this
24th day of January, 2021.

[Signature]
Notary Public for South Carolina
My Commission Expires 4/16/2025

[Signature]

Printed Name



STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)
SAINT LUKE BAPTIST CHURCH,)
Plaintiff)
vs.)
RAYSHAWN TERRY,)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, *[Signature]*, who,
being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Deacon.
2. In my position as a Deacon, I am familiar with the membership.
3. In my position as a Deacon, I am familiar with the bylaws.
4. In my position as a Deacon, I am familiar with the operations of the church.
5. In my position as a Deacon, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

- Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor. In the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.
11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.
12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
13. If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.
14. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
15. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
16. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
17. I understand that Kirk Chappel has suggested he called the subject meeting.
18. Kirk Chappel was removed as Chair of the Deacon Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 15, 2020.

10. That Pastor Kirk Chappel's removal as Chair of the Deacons Board, even if Pastor Terry were sick, Kirk Chappel had no authority to call a special meeting.
11. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this
25 day of January, 2021

La. J. Burroughs
Notary Public for South Carolina
My Commission Expires:

My Commission Expires June 3, 2021

La. J. Burroughs
Signature

La. J. Burroughs
Printed Name

VA-ld

Member ID#

1316486360

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

SAINT LUKE BAPTIST CHURCH

Plaintiff

vs.

RAYSHAWN TERRY,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME,

Asake J. Bell

who,

being first duly sworn, deposes and says as follows:

1. I am an active member of St. Luke's Baptist Church in Winnsboro, South Carolina and also serve the church as a Deacon.
2. In my position as a Deacon, I am familiar with the membership.
3. In my position as a Deacon, I am familiar with the bylaws.
4. In my position as a Deacon, I am familiar with the operations of the church.
5. In my position as a Deacon, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

According to the Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.

There was not a church conference meeting scheduled for December 26, 2020.

10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by the Pastor as he was not sick.

11. Pastor Terry did not call a special meeting on December 26, 2020, nor was he asked to call a meeting on December 26, 2020.

12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.

13. If a meeting had properly been called and noticed I would have appeared and voiced my support for Pastor Terry.

14. I have reviewed what Mamie Ashford has represented to be the list of attendees of this meeting.

15. Mamie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.

16. In reviewing the list of attendees, I see listed the name of a deceased member, nine minors who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.

17. I understand that Kirk Chappel has suggested he called the subject meeting.

18. Kirk Chappel was removed as Chair of the Deacon Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 15, 2020.

13. Based upon Kirk Chappel's removal as Chair of the Deacon Board, even if Pastor Terry were sick, Kirk Chappel had no authority to call a special meeting.
14. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this
25th day of January, 2021

Kirk S. [Signature]
Notary Public for South Carolina
My Commission Expires June 3, 2021

Signature

Printed Name

Asalee J. Bell

SCOL# 100403129

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE SIXTH JUDICIAL CIRCUIT
 COUNTY OF FAIRFIELD)
)
 SAINT LUKE BAPTIST CHURCH,) CASE NO. # 2021-CP-20-
 00024)
)
 Plaintiff) AFFIDAVIT
 vs.)
)
 RAYSHAWN TERRY,)
)
 Defendant.)

PERSONALLY APPEARED BEFORE ME Brenda Anderson the undersigned,
 who, being first duly sworn, deposes and says as follows:

1. I am a member of St. Luke's Baptist Church and have been since 1960.
2. I regularly attend services and tithe regularly.
3. I have recently learned that a group conducted a meeting on December 26, 2020.
4. I did not receive notice of any such meeting.
5. Notices from the church have always been distributed through GroupMe.
6. Notice was not provided through GroupMe of the December 26, 2020 meeting.
7. I understand that this group attempted to remove Pastor Terry in this meeting.
8. If I had been provided notice of the meeting, I would have appeared and voiced my support for Pastor Terry.

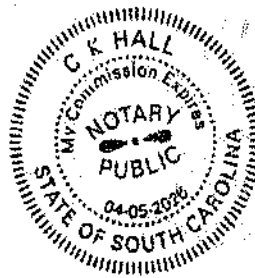
Brenda Anderson
 Signature

Brenda Anderson
 Print Name

SWORN to before me this
21st day of January, 2021

Notary Public for South Carolina
 My Commission Expires: 9/5/2026

CK Hall



STATE OF SOUTH CAROLINA)
COUNTY OF FAIRFIELD)
SAINT LUKE BAPTIST CHURCH,)
Plaintiff)
vs.)
RAYSHAWN TERRY,)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

AFFIDAVIT OF RAYSHAWN TERRY

PERSONALLY APPEARED BEFORE ME, Rayshawn Terry, who, being first duly sworn, deposes and says as follows:

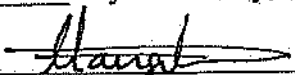
1. I am the Pastor of St. Luke's Baptist Church in Winnsboro, South Carolina and am also an active member of the church.
2. In my position as Pastor, I am familiar with the membership.
3. In my position as Pastor, I am familiar with the bylaws.
4. In my position as Pastor, I am familiar with the operations of the church.
5. In my position as Pastor, I am familiar with congregational meetings, church conference meetings and special meetings.
6. Pursuant to our Bylaws, the Pastor is the principal representative of the Church and shall generally supervise all the affairs of the Church.
7. Pursuant to our Bylaws, only in the absence of the Pastor does the Chairman of Deacons become the principal representative of the Church and generally supervise the affairs of the Church.

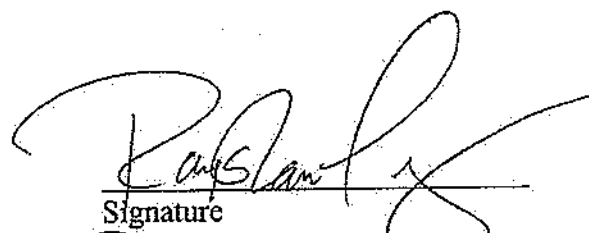
8. Pursuant to our Bylaws, Special Meetings may be called by the Pastor, or in the case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above the Chairman of the Board of Deacons.
9. There was not a church conference meeting scheduled for December 26, 2020.
10. Pursuant to the Bylaws, if a special meeting was to be called, it had to be called by me as I was not sick.
11. I did not call a special meeting for December 26, 2020, nor was I asked to call a meeting for December 26, 2020.
12. Notices sent by the Church are sent by GroupMe and no notice of a December 26, 2020 was posted on GroupMe.
13. I have reviewed what Mattie Ashford has represented to be the list of attendees of this meeting.
14. Mattie Ashford is not the Secretary of the Church as she resigned on November 3, 2020.
15. Attached to this Affidavit as Exhibit A is her resignation letter.
16. In reviewing the list of attendees, I see listed the name Stephen Gill listed. He is deceased. His son who I believe shares the same name is not a member.
17. I also see nine minors listed who cannot vote, and countless other persons who are inactive or non-members and therefore cannot vote.
18. I understand that Kirk Chappel has suggested he called the subject meeting.
19. Kirk Chappel was removed as Chair of the Deacon Board during a Deacons Meeting on October 4, 2020, with such decision being confirmed on October 15, 2020.

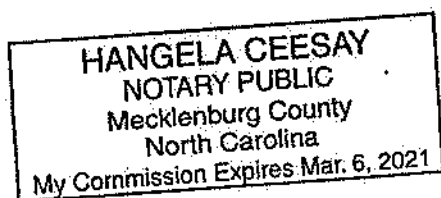
20. Based upon Kirk Chappel's removal as Chair of the Deacon Board, even if I had been sick, Kirk Chappel had no authority to call a special meeting.
21. I also find it surprising that Gethsemane Baptist Association has been referenced as our Church is not a member of this Association.
22. Under our Bylaws, this was an invalid meeting and any proposed actions taken at this meeting are invalid.

FURTHER AFFIANT SAYETH NOT.

SWORN to before me this
25th day of January, 2021


Notary Public for ~~South Carolina~~ North Carolina
My Commission Expires: March 6th 2021


Signature
Rayshawn Terry
Printed Name



Mattie M. Ashford
11315 Monticello Road
Winnsboro, SC 29180

November 3, 2020

St. Luke Baptist Church
Rev. Rayshawn Terry
183 St. Luke Church Road

Re: Letter of Resignation

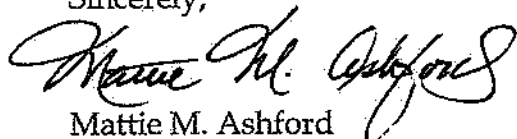
Dear Pastor Terry,

This letter is to notify you and the congregants of the St. Luke Baptist Church that I am resigning my position as Church Secretary, effective immediately.

After much contemplation and prayer, I feel this is the required path God wants me to take in order to provide optimum physical care for my family members and myself.

Service to the church as secretary for the last eight years has greatly enhanced my spiritual growth. I pray the same for the church as a whole.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mattie M. Ashford".

Mattie M. Ashford

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE SIXTH JUDICIAL CIRCUIT
 COUNTY OF FAIRFIELD)

SAINT LUKE BAPTIST CHURCH,) CASE NO. # 2021-CP-20-
 00024)

Plaintiff)

AFFIDAVIT

vs.)

RAYSHAWN TERRY,)

Defendant.)

PERSONALLY APPEARED BEFORE ME, Robin Squirewell the undersigned,
 who, being first duly sworn, deposes and says as follows:

1. I am a member of St. Luke's Baptist Church and have been since 2003.
2. I regularly attend services and tithe regularly.
3. I have recently learned that a group conducted a meeting on December 26, 2020.
4. I did not receive notice of any such meeting.
5. Notices from the church have always been distributed through GroupMe.
6. Notice was not provided through GroupMe of the December 26, 2020 meeting.
7. I understand that this group attempted to remove Pastor Terry in this meeting.
8. If I had been provided notice of the meeting, I would have appeared and voiced my support for Pastor Terry.

Robin M Squirewell
 Signature

Robin M Squirewell
 Print Name

SWORN to before me this
25th day of January, 2021

Mrs. Pamela T. Archie
 Notary Public for South Carolina

My Commission Expires: June 16, 2030



STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**PLAINTIFF'S MEMORANDUM IN
SUPPORT OF NOTICE OF MOTION
AND MOTION FOR TEMPORARY
INJUNCTION**

The Rev. Rayshawn Terry is no longer the Pastor of Saint Luke Baptist Church. At a duly called Church meeting held on December 26, 2020, 68 members out of 125 members of the church voted to terminate Rev. Terry as Pastor.

Until Plaintiff is afforded the opportunity to prove its claims in this Court, Plaintiff is facing an imminent threat of interference from the Defendant. If this interference continues, Plaintiff will suffer severe, irreparable harm as its church activities and operations would be significantly and indefinitely disrupted. Such disruption cannot be remedied by money damages or any other remedy at law. Consequently, Plaintiffs have filed the present motion for a preliminary injunction in order to uphold the action of a majority of the church congregation during the pendency of the Action.

BACKGROUND

Plaintiff currently operates as a Baptist Church in Winnsboro, South Carolina, established in 1893. As a Baptist Church, Plaintiff historically operates as a "congregational rule" Church in accordance with the Bylaws, which govern the organization and have been in use since on or about May 23, 1984, attached to the Complaint as Exhibit "A". Plaintiff is led by a Pastor, appointed by the congregation on the recommendation of the Board of Deacons. Defendant was hired as

Plaintiff's 11th Pastor on or about August 1, 2019, following a recommendation of the Church Board of Deacons and a vote by the congregation, which is consistent with Plaintiff's Bylaws.

Plaintiff's Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Prior to December, due in part to the COVID-19 pandemic, the Church had not held a quarterly business meeting, although members of the Board of Deacons sought such quarterly meetings through Defendant. Plaintiff's Bylaws provide in part that, at least 25 members must be present for any meeting of the Church for which business would be transacted.

Plaintiff's Bylaws provide in part that, "[t]he Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation" (emphasis added). On December 20, 2020, at a meeting of the Saint Luke Board of Deacons, at which a majority of Deacons were present, seven (7) of nine (9) voted to recommend the termination of employment of Defendant to the Saint Luke Baptist Church congregation. On December 22, 2020, Defendant attempted to unilaterally remove several of Plaintiff's Deacons from the Board of Deacons.

On December 26, 2020, at a duly called meeting, 68 of the 125 Church's active membership, which exceeded a quorum, and also constitutes a majority of the membership, were present and accepted the recommendation of the Deacons and voted to remove Defendant as Pastor. Plaintiff's congregation was notified of the business meeting via telephone call and text message over a four (4) day period prior to the December 26, 2020 meeting date.

After being removed from his position as Pastor of Saint Luke, Rev. Terry continues to contact members of the Church and financial institutions and holds himself out as having the authority to act on behalf of the Church. On December 30, 2020, Rev. Terry was notified in writing to cease and desist all attempts to act with the authority of Pastor of Saint Luke; and was served

by the Lancaster County Sheriff's Office on January 5, 2021, with the letter notifying him of his removal as Pastor and the cease-and-desist letter. On January 9, 2021, Saint Luke Chairman of Deacons, notified the Fairfield County Sheriff's Office that Rev. Terry had notified the Church's online giving platform to remove all persons as account owners other than himself from the account and has refused to relinquish control of such.

PRELIMINARY INJUNCTION STANDARD

"The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it." Compton v. S.C. Dept. of Corrections, 392 S.C. 361, 366; 709 S.E.2d 639, 642 (2011) (citing Powell v. Immanuel Baptist Church, 261 S.C. 219, 221; 199 S.E.2d 60, 61 (1973)). To obtain a preliminary injunction, the moving party must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. Id. The moving party must establish that (1) it will suffer immediate, irreparable harm without the injunction; (2) it has a likelihood of success on the merits; and (3) it has no adequate remedy at law. Id. In evaluating whether Plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the moving party has made a sufficient *prima facie* showing of entitlement to relief. Id.

"In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant and grant an injunction which seems most consistent with justice and equity under the circumstances of the case." Id. The Court should be mindful that injunctions are routinely granted "even though the injunctive remedy may cause some economic hardship" to the defendant. Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 274-275; 363 S.E.2d 891, 896 (1987).

ARGUMENT

A. **Plaintiffs Will Suffer Immediate, Irreparable Harm if a Preliminary Injunction Is Not Issued.**

Whether a wrong is irreparable, in the sense that equity may intervene, should not be decided by narrow and artificial rules. Kirk v. Clark, 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939). “In considering whether to grant an **injunction**, the trial court should balance the equities: the court should look at the particular facts of each case and the equities of each party and determine which side, if any, is more entitled to equitable relief.” Peek v. Spartanburg Reg'l Healthcare Sys., 367 S.C. 450, 626 S.E.2d 34 (Ct. App. 2005).

In this matter, equity weighs heavily in favor of the Plaintiff. If Defendant is not enjoined from interfering with the Church operations, Plaintiff will suffer immediate, irreparable harm. Plaintiff has been denied access to its financial accounts for the purpose of conducting its normal operations and many members may be denied access to the Church Property that they have built up, maintained, and used as a place of worship since Saint Luke was established. Further, Plaintiff will not be able to continue the Church's daily operations or conduct any Church meetings or gatherings without the approval of Defendant. After enduring a particularly harsh year filled with the uncertainty caused by a pandemic, a majority of the congregation's members would be inappropriately and abruptly expelled from their well-established place of worship.

In contrast, if an injunction is granted, Defendant will suffer little to no harm. Defendant has established a virtual presence online and will be able to continue to serve as a minister of the gospel to those willing to follow.

The status quo, has been in place since the Church's founding in 1893, and has continued since December 26, 2020, is for a majority of the Saint Luke congregation to worship under a

Pastor of the congregation's choosing. Rev. Reyshawn Terry is no longer the choice of a majority of the congregation. This status quo should be maintained until the congregation is afforded the opportunity to establish their claims.

B. Plaintiffs Are Likely to Succeed on the Merits of Their Claims.

When seeking a preliminary injunction, the plaintiff need not prove an absolute legal right; the plaintiff need only present "a fair question to raise as to the existence of such a right." Williams v. Jones, 92 S.C. 342, 347, 75 S.E. 705, 710 (1912). "Once a *prima facie* showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits." Helsel v. City of North Myrtle Beach, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992).

As a Baptist Church, Saint Luke is a congregational rule Church in which the congregation is the final decision maker for the hiring and termination of the Church's Pastor. The congregation of Saint Luke Baptist Church properly terminated the services of Rev. Rayshawn Terry as Pastor when 68 members voted to remove him as Pastor at a Church meeting in which a quorum of 25 members were present. A majority of members in attendance voted to remove Rev. Terry as Pastor, which also translated to a majority of the Church congregation's 125 members voted to remove Rev. Terry as Pastor. Thus, the congregation of Saint Luke Baptist Church made the final decision to remove Rev. Terry as Pastor.

Church disputes in South Carolina are resolved following the "neutral principles of law" approach articulated in All Saints Par. Waccamaw v. Protestant Episcopal Church in Diocese of S.C., 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009). Following this approach, "where a civil court can completely resolve a church dispute on neutral principles of law, the First

Amendment commands it to do so." All Saints Par. Waccamaw v. Protestant Episcopal Church in Diocese of S.C., 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009).

The dispute in this case involves a determination of whether the Church followed the "congregational rule" standard of a Baptist church in South Carolina, along with any law applicable bylaws, in dismissing Rev. Rayshawn Terry as Pastor of the Church. "The law is clear that the majority controls the decisions of a congregational church." McCain v. Brightharp, 399 S.C. 240, 248. In *Bowen*, the South Carolina Supreme Court took judicial notice that, generally, Baptist churches are governed by their own congregations. *Bowen*, 275 S.C. at 435, 272 S.E.2d at 435. Therefore, "the burden [is] on the party departing from the usual Baptist convention to demonstrate by a preponderance of the evidence that its church had adopted an alternative means of church government and that it was following the procedure prescribed by that church." *Id.*

In a case involving the dismissal of a pastor in a Baptist church, the South Carolina Supreme Court held the only questions it had the power to consider were: (1) whether the congregation met, and (2) whether the congregation disposed of the defendant as pastor. McCain v. Brightharp, 399 S.C. 240, 248-249 (citing Morris Street Baptist Church v. Dart, 67 S.C. 338, 343, 45 S.E.2d 753, 754 (1903)).

At a Church meeting held on December 26, 2020, in which a quorum of 25 members required by the Church bylaws was present, 68 members voting out of 68 members present at the meeting, voted to terminate the services of Rev. Rayshawn Terry as Pastor. The total of 68 members voting to terminate Rev. Terry are a majority of the Church's total membership of 125 members.

The Church Bylaws require a Church meeting in every quarter of the year, thus the December 26, 2020 meeting qualifies as the quarterly meeting of the church when there was no other meeting during the fourth quarter of 2020. The bylaws are silent as to how notice of a church meeting is given or who has the authority to announce the meeting.

C. Plaintiff Does Not Have an Adequate Remedy at Law

Plaintiff is still facing interference from Rev. Rayshawn Terry in their peaceful exercise of their religious rights, even after the vote to terminate him as Pastor. Rev. Terry has continued to use the Church's name in communications and has continued to assert that he is Pastor of Saint Luke. If the interference is continued, Plaintiff will be irreparably harmed, and the harm cannot be cured by money damages. Saint Luke has enjoyed a presence in the Fairfield County community for more than 120 years. Faced with the challenges of the pandemic, Saint Luke has continued to provide religious services to its members. If an injunction is not granted, a majority of the church congregation will be stripped of its church and headquarters, and Saint Luke's operations will be significantly disrupted, if not completely halted. Saint Luke and its members would be unjustifiably denied the benefits of the Property they have used and improved since the Church's inception in 1893. The disruption would threaten the growth of Saint Luke and, more importantly, its ability to function at all. In such a situation, it is clear that no legal remedy could restore what would be lost.

WHEREFORE, Plaintiff requests that the Court enter a temporary injunction prohibiting Defendant and those acting in concert with Defendant from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;

- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with the Saint Luke Baptist Church's enjoyment and use of its real or personal property;
- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms, including the username and password;
- (5) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's social media accounts and relinquish all access to such, including the username and password.

In accordance with Rule 65(c) of the South Carolina Rules of Civil Procedure, Plaintiff is prepared to post bond in the amount of three thousand four hundred dollars (\$3,400.00) with the Clerk of Court, or as the Court shall direct upon reasonable notice.

Respectfully submitted,

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

Charles J. Boykin (S.C. Bar #65149)
 Kenneth A. Davis (S.C. Bar #66416)
 S. Lynn Smith (S.C. Bar #104048)

P.O. Box 11844
 Columbia, SC 29211
 Telephone: (803) 254-0707
 Facsimile: (803) 254-5609

Attorneys for Plaintiff

January 26, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

vs.

Rayshawn Terry,

Plaintiff,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

AFFIDAVIT OF ODELL MCCANTS, JR.

PERSONALLY, appeared before me, Odell McCants, Jr., who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I am currently an active member of Saint Luke Baptist Church.
2. I have been a member of the Saint Luke Baptist Church since 1995.
3. I was notified of the December 26, 2020 Church business meeting by Deacon Kirk Chappell.
4. I received notice of the December 26, 2020 Church business meeting via multiple phone/text messages.
5. I attended the December 26, 2020 Church business meeting, where Rev. Dr. Preston Harrison was introduced as the moderator for the congregation's vote on removal of Rev. Terry as Pastor of Saint Luke Baptist Church.
6. At the onset of the COVID-19 pandemic Rev. Rayshawn Terry began using the "GroupMe" mobile group messaging application to communicate with Saint Luke Members.
7. I have received messages regarding Church business as well as casual conversation from Rev. Terry as well as other members via "GroupMe."
8. Prior to December 26, 2020, several Church members, communicating via "GroupMe," made reference to the Church business meeting which was scheduled for December 26, 2020.
9. I received a message from Rev. Terry on December 26, 2020 via "GroupMe" which provided that this was his "official final notice," discouraging Church members from attending the December 26, 2020 Church meeting.

10. I attest that the message attached as "Exhibit A" is a true and accurate copy of the message received from Rev. Terry.

11. I received a message from Rev. Barzelle Manning via "GroupMe" on December 23, 2020 and December 24, 2020 discouraging Church Members from attending the December 26, 2020 meeting. One of which provided in part that "every member who attends unauthorized meetings will automatically be disfellowshipped from the church."

12. I attest that the messages attached as "Exhibit B" are a true and accurate copy of the messages received from Rev. Barzelle Manning.

After December 26, 2020, I have continued to receive messages via "GroupMe" from Rev. Terry continuing to allege he is the Pastor of Saint Luke Baptist Church.

FURTHER AFFRANT SAYETH NOT.

Odell McCants, Jr.
Odell McCants, Jr.

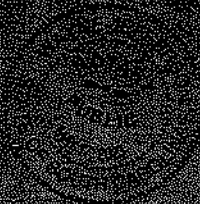


EXHIBIT A

7:27



SLBC Members



Dec 26, 2020 at 9:13 AM



Rayshawn Terry

Good Morning SLBC! Receive this as your official final notice. Myself, Vice-Chairman of Deacons and the current active diaconate ministry has not approved any meetings on or off campus. Any unauthorized meetings that is taken place and church business is being discussed is deemed illegal. It violates the SLBC Bylaws, and is a willful act of insubordination to the Pastor and SLBC staff. I ask that you adhere to my request. Do not attend these meetings. We will be in touch with an approved official church meeting dates for 2021!



On another note - Tomorrow starts our Fast and Prayer Revival. I'm super excited despite the upheaval we have experienced. Do not become discourage! Ministry is messy at times. The lights has to come on sometimes so you can see those that are laboring among you!

SLBC Don't be weary in well doing!
Do not be dismayed! God got this! No
man or group has the power to undo



Send Message...



EXHIBIT B

1:22

LTE



SLBC Members



Prayers from my morning devotion.
Know that you and your church family
are in my prayers.

Dec 23, 2020 at 12:45 PM



Reubenna Boyd
Amen 🙏



Dec 23, 2020 at 3:15 PM



Gloria Jennings
Amen



Barzelle Manning
Hello SLBC



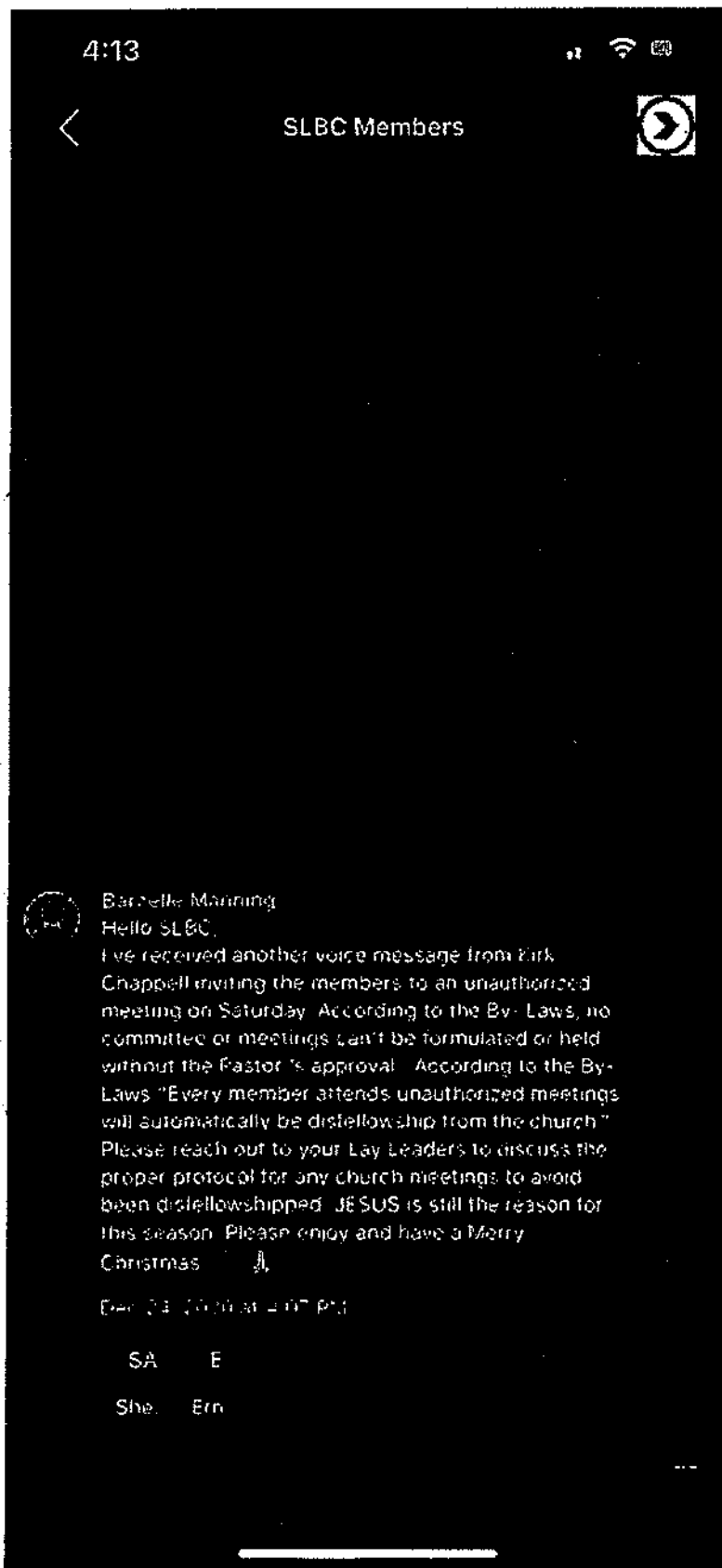
I pray that I am not the only one
whose spirit is grieving concerning
the conduct with few of the deacons
who has undermined Our Pastors'
leadership role. Especially during this
season while the Saints of God is
celebrating the birth of our Lord and
Savior Jesus Christ.

This morning I received a voice
message from our former chair of the
deacon board Kirk Chappell. He
addressed in his message "the
Deacons will be hosting a church
meeting this coming Saturday." Sad
to say, just a few deacons agreed to
this unauthorized meeting and Dewitt
Cooper, Jr resigned as a Deacon and
become an usher at times.



Send Message...





STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SIXTH JUDICIAL CIRCUIT
COUNTY OF FAIRFIELD	)	
	)	
SAINT LUKE BAPTIST CHURCH,	)	CASE NO. # 2021-CP-20-00024
	)	
Plaintiff	)	MOTION TO BE RELIEVED AS
vs.	)	COUNSEL
	)	
RAYSHAWN TERRY,	)	
	)	
Defendant.	)	

The undersigned counsel for the defendant, Rayshawn Terry, hereby moves this Honorable Court pursuant to Rule 1.16 of the South Carolina Rules of Professional Conduct to be relieved as counsel in the above-referenced matter. After consultation, and as evidenced by the attached Exhibit A, the parties have agreed to terminate the instant engagement and the requested withdrawal can be accomplished without material adverse effect on the interests of the client. Furthermore, Mr. Terry has been advised of the value of having counsel represent him in this matter, as well as the potential adverse consequences that can flow from representing himself in this matter and understanding those risks case consented to counsel being relieved in this matter without new counsel engaged at present. Finally, the undersigned has communicated with opposing counsel in this matter and is advised that they do not oppose the relief requested herein. As such, the undersigned respectfully submits that good cause has been demonstrated why counsel should be relieved in this matter.

Respectfully submitted,

s/ Jonathan M. Milling
 Jonathan M. Milling
 MILLING LAW FIRM, LLC
 2910 Devine Street
 Columbia, South Carolina 29201
 (803) 451-7700

Columbia, South Carolina
 August 3, 2021

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

SAINT LUKE BAPTIST CHURCH,

Plaintiff

vs.

RAYSHAWN TERRY,

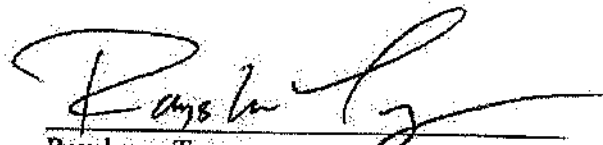
Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

CASE NO. # 2021-CP-20-00024

**CONSENT TO MOTION TO BE
RELIEVED AS COUNSEL**

I, Rayshawn Terry, having been advised of the value of having counsel represent him in this matter, as well as the potential adverse consequences that can flow from representing himself in this matter and understanding those risks hereby consent to counsel being relieved in this matter. I wish to have the attorney-client relationship terminated and for Mr. Milling and the Milling Law Firm, LLC being relieved as my attorneys in this matter. I will keep the Court advised of my address for communications, and will promptly notify the Court of any changes of address, and if new counsel is engaged to represent me in this matter.


Rayshawn Terry

August 9, 2021

Certificate of Electronic Notification

Recipients

Kenneth Davis - Notification transmitted on 10-11-2021 09:06:09 AM.

Charles Boykin - Notification transmitted on 10-11-2021 09:06:09 AM.

Sedeirdra Smith - Notification transmitted on 10-11-2021 09:06:09 AM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP2000024

Official File Stamp: 10-11-2021 09:06:03 AM

Court: CIRCUIT COURT

Common Pleas

Fairfield

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry

Event(s):

Notice/Notice of Appearance

Filed by or on behalf of:

John Martin Foster

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Charles J. Boykin for Saint Luke Baptist Church

Kenneth Allen Davis for Saint Luke Baptist
Church

Sedeirdra Lynn Smith for Saint Luke Baptist
Church

The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:

Rayshawn Terry

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD
SAINT LUKE BAPTIST CHURCH,

Plaintiff,

vs.

RAYSHAWN TERRY,
Defendant.

IN THE COURT OF COMMON PLEAS
OF THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AS TO
PLAINTIFF'S ACTIONS FOR
DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AND
DEFENDANT'S COUNTERCLAIMS**

TO: JOHN MARTIN FOSTER, ESQ., ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that Plaintiff Saint Luke Baptist Church, (hereinafter the "Plaintiff"), by and through its undersigned counsel, will move before the Court on the 10th day following service hereof, or at such other time and place as is convenient for the Court, for an Order for Summary Judgment as to Defendant's Counterclaims, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, as there are no genuine issues of material fact, and the Plaintiff is entitled to judgment as a matter of law. Further, the Plaintiff moves for an Order for Summary Judgment as to Plaintiff's claims for Declaratory Judgment and Permanent Injunction pursuant to Rules 56 and 65 of the South Carolina Rules of Civil Procedure, as there are no genuine issues of material fact and Plaintiff is entitled to judgment as a matter of law. The grounds for this motion are as follows:

1. Defendant's claim for conversion fails as a matter of law because Defendant has failed to produce any evidence that Plaintiff assumed and exercised the right of ownership over goods or personal chattels allegedly belonging to Defendant, to the alteration of the condition or the exclusion of Defendant's rights.
2. Defendant's claim for breach of contract/breach of contract with fraudulent intent fails as a matter of law because Defendant has failed to produce any evidence that establishes the existence of a binding contract between the parties. Assuming *arguendo*, that such alleged contract exists, Defendant has

failed to produce any evidence that Plaintiff breached any provision of the alleged contract, or that Defendant suffered any damages attributable to Plaintiff.

3. Defendant's claim for slander/slander *per se* fails as a matter of law as Defendant failed to produce any evidence that establishes the requisite elements of this claim. Further, Defendant's claim for slander/slander *per se* is barred by the fact that any alleged defamatory statements or conduct made or carried out by Plaintiff or any of Plaintiff's agents or members concerning Defendant were: (a) true and/or substantially true; (b) subject to absolute, conditional and/or qualified privileges; and (c) made in good faith, for legitimate business-related reasons, and without express or actual malice.
4. Defendant's claim for slander/slander *per se* is also barred by the First Amendment of the United States Constitution and Article 1, Section 2 of the South Carolina Constitution as resolving such claim would require the Court to make an extensive inquiry into internal church governance, doctrine, and administration.
5. Defendant's claim for violation of the South Carolina Payment of Wages Act fails as a matter of law as Defendant has failed produce any evidence that Plaintiff withheld Defendant's wages, as defined by S.C. Code Ann 41-10-10(2) of the Act.
6. All of Defendant's counterclaims are barred by the doctrine of collateral estoppel and the 'law of the case,' as this Court has upheld the validity and legality of Plaintiff's termination of Defendant's employment.
7. Plaintiff is entitled to judgment as a matter of law on its claim for declaratory relief, as the undisputed facts show that Plaintiff acted within its authority and the removal of Defendant as Pastor is valid pursuant to Plaintiff's Bylaws. Defendant cannot establish any genuine issues of material fact and has no valid defense as a matter of law.
8. Plaintiff is entitled to a permanent injunction against the Defendant as a matter of law, as Plaintiff has satisfied all of the requisite elements for injunctive relief, and a permanent injunction is appropriate to prevent further irreparable harm to the Plaintiff and to protect Plaintiff's legal rights. Defendant cannot establish any genuine issues of material fact and has no valid defense as a matter of law.

Thus, as set forth in the supporting Memorandum of Law, to be filed at a later date and incorporated herein, Plaintiff moves this Court for an Order dismissing Defendant's

Counterclaims and granting Plaintiff's request for declaratory and permanent injunctive relief pursuant to Rules 56 and 65 of the South Carolina Rules of Civil Procedure. This motion is based upon the pleadings, discovery material such as depositions, answers to interrogatories, admissions on file, affidavits, and all applicable statutory authority and case law.

BOYKIN & DAVIS, LLC

By: s/Kenneth A. Davis

Charles J. Boykin (SC Bar #65149)

Kenneth A. Davis (SC Bar #66416)

P. O. Box 11844

Columbia, South Carolina 29211

Telephone: 803-254-0707

Facsimile: 803-254-5609

Attorneys for Plaintiff Saint Luke Baptist Church

February 4, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**MEMORANDUM OF LAW IN SUPPORT
OF PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AS TO
PLAINTIFF'S ACTIONS FOR
DECLARATORY AND PERMANENT
INJUNCTIVE RELIEF AND
DEFENDANT RAYSHAWN TERRY'S
COUNTERCLAIMS**

INTRODUCTION

Plaintiff Saint Luke Baptist Church (hereinafter, "Church"), by and through its undersigned counsel, hereby submit this Memorandum of Law in Support of its Motion for Summary Judgment as to the Church's claim for Declaratory Judgment and Permanent Injunctive Relief, and Defendant Rayshawn Terry's Counterclaims in the above-captioned action.

PROCEDURAL HISTORY

The Church initiated this action on January 14, 2021, in the Court of Common Pleas for Fairfield County, seeking preliminary and permanent injunctive and declaratory relief, after Defendant Rayshawn Terry (hereinafter, "Defendant" or "Terry"), the Church's former Pastor, continued to interfere with the Church's vote to end his employment as pastor during a duly called meeting on December 26, 2020. (Ex. A: Compl.).

In order to maintain the status quo and prevent the Church from suffering irreparable injury, loss, and damage, the Church later filed its Motion for Temporary Injunction against Terry on January 19, 2021, seeking an order restraining and enjoining Terry from interfering with the Church's operations. (Ex. B: Plaintiff's Motion for Temporary Injunction).

The Honorable Eugene Griffith, Jr. entered an order on February 4, 2021, granting Plaintiff's Motion for Temporary Injunction. (Ex. C: Order for Temporary Injunction, dated 02/04/21). Shortly thereafter, on February 18, 2021, Terry filed his Answer, Affirmative Defenses and Counterclaims against Plaintiff asserting four counterclaims against Plaintiff, including claims for Conversion, Slander/Slander *per se*, Breach of Contract/Breach of Contract with Fraudulent Intent and Violation of the South Payment of Wages Act. On February 4, 2022, Plaintiff filed this present Motion for Summary Judgment as to its claims for Declaratory and Permanent Injunctive Relief and as to Terry's Counterclaims.

FACTUAL BACKGROUND

The Church operates as a Baptist Church in Winnsboro, South Carolina, established in 1893. As a Baptist Church, Plaintiff historically operates as a "congregational rule" Church in accordance with the Bylaws, which govern the organization and have been in use since on or about May 23, 1984. (Ex. D: Church's Bylaws). The Church is led by a Pastor, appointed by the congregation on the recommendation of the Board of Deacons. (*Id.*) Terry was hired as Plaintiff's 11th Pastor on or about August 1, 2019, following a recommendation of the Church Board of Deacons and a vote by the congregation, which is consistent with the Church's Bylaws. (Def. Depo. pp. 51-52; Ex. E: Aff. of Kirk Chappell ("Chappell Aff.") ¶ 4).

The Church's Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Prior to December 2020, due in part to the COVID-19 pandemic, the Church had not held a quarterly business meeting, although members of the Board of Deacons sought such quarterly meetings through Terry. (Ex. E: Chappell Aff. ¶ 8). The Church's Bylaws provide in part that, at least twenty-five (25) members must be present for any meeting of the Church for which business would be transacted.

The Church's Bylaws provide in part that, "[t]he Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation." (emphasis added) (Ex. D Church Bylaws). On December 20, 2020, the Board of Deacons convened a duly called meeting of the Saint Luke Board of Deacons, at which seven Deacons were present, constituting a majority. All Deacons present at this meeting voted unanimously to recommend the termination of employment of Terry to the Saint Luke Baptist Church congregation. (Ex. E: Chappell Aff. ¶¶ 5-6). In retaliation, December 22, 2020, Terry, without any authorization by Church's membership or Bylaws, attempted to unilaterally remove several of the Church's Deacons from the Board of Deacons. (Ex. F: Terry Letters to Deacons dated 12/22/20).

Following the Board of Deacons' December 20, 2020, meeting, a quarterly business meeting was scheduled for December 26, 2020. (Ex. E: Chappell Aff. ¶ 8). The Church's congregation was notified of the quarterly business meeting via telephone call and text message three days in advance of the meeting. (*Id.* at ¶ 9). Some members of the Church's congregation received notice of the December 26, 2020 meeting through the Church's GroupMe messages, which is a messenger platform that Terry began customarily using to communicate to church members regarding Church business at the onset of the COVID-19 pandemic. (Ex. G: Aff. of Odell McCants ¶ 6).

Prior to the meeting, Terry along with Barzelle Manning, the Director of Evangelism, actively discouraged members from attending the December 26, 2020 meeting. Specifically, Terry admits to discouraging congregational members from attending the December 26, 2020, meeting through GroupMe messages. (Def. Dep. p. 87, lines 6-10). Manning discouraged attendance at the December 26, 2020 meeting, by threatening disfellowship for those members that attended the duly called the meeting. (Ex. G: McCants Aff. ¶¶ 9-11).

Despite Terry's and Manning's efforts, on December 26, 2020, at a duly called meeting, 68 of the 125 members of the Church's active membership, which exceeded a quorum, and also constitutes a majority of the membership, were present and accepted the recommendation of the Deacons and voted to remove Terry as Pastor. (Ex. E: Chappell Aff. ¶¶11,14; Ex. H: Aff. of Mattie Ashford).

To ensure the legitimacy of the vote, Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, served as a mediator for the vote taken during the December 26, 2020 meeting. (Ex. E: Chappell Aff. ¶¶ 12-13; Ex. I: Aff. of Rev. Dr. Preston Harrison ¶ 2). As the mediator, Dr. Harrison certified that the vote, and attests that the vote was carried out in accordance with the Church's Bylaws. (Ex. I: Harrison Aff. ¶¶ 4-5).

After being removed from his position as Pastor of Saint Luke Baptist Church, Terry continued to contact members of the Church and financial institutions and held himself out as having the authority to act on behalf of the Church, as Terry disagreed with the Church's decision to terminate his employment. (Def. Dep. p. 85, lines 10-13). Terry also removed church officers' and staff members' access to the Church's online giving platform, thereby controlling sole access to the giving platform. Terry also advised church membership to give only through the online platform, of which Terry had sole access to the exclusion of Church officers and staff members. (Def. Dep. p. 86, lines 12 - p. 87, line 10; Ex. E: Chappell Aff. ¶ 18).

On December 30, 2020, the Church sent Terry a notice to cease and desist all attempts to act with the authority of Pastor of Saint Luke. (Ex. J: Kirk Chappell Letter to Terry Dated 12/26/20.) On January 5, 2021, Terry was personally served by the Lancaster County Sheriff's Office, with the letter notifying him of his removal as Pastor and the cease-and-desist letter. (Compl. ¶ 26). January 9, 2021, Saint Luke Chairman of Deacons, made a report to the Fairfield County Sheriff's Office

that Terry had requested that the Church's online giving platform remove all persons as account owners other than himself and that Terry has refused to relinquish control of the account. (Id. at ¶ 27).

Thereafter, Plaintiff initiated this action and obtained an Order for Temporary Injunction from Judge Eugene C. Griffith, Jr. The Order for Temporary Injunction included a provision as follows:

Saint Luke Baptist Church shall have a meeting of the members of the Church, not to be held before February 15, 2021, but within 30 days of this Order, wherein the congregation shall vote on the matter of who will be the Pastor or Interim Pastor of the Church moving forward. The Defendant's attendance is prohibited. The meeting will be noticed by announcement each Sunday during Saint Luke Baptist Church service two (2) weeks prior to the date of the meeting and such other means ordinarily used by the Church.

Thereafter, the Church timely held the meeting required by the order on February 20, 2022. (Ex. K: Meeting minutes and Meeting sign-in sheet). At this meeting, the congregation voted to appoint Rev. Jerome Boyd as Interim Pastor. Id. No person offered a motion to reinstate Terry as Pastor. Id.

STANDARD OF REVIEW

Summary judgment is appropriate when there is no genuine issue of material fact, and the moving party must prevail as a matter of law. Rule 56(c), SCRCP. In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). "[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner," Id. at 250, 626 S.E.2d at 5, and "when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ." Byerly v. Connor, 307 S.C. 441,

445, 415 S.E.2d 796, 799 (1992). [I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." Hancock v. Mid-S. Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009)."

The South Carolina Declaratory Judgments Act, S.C. Code Ann. §§ 15-53-10 to 15-53-140 (1976 & Supp. 2002), provides that courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. S.C. Code Ann. § 15-53-20 (1976). Any person whose rights, status, or other legal relations are affected by a statute or municipal ordinance may have determined any question of construction or validity arising under the statute or ordinance and obtain a declaration of rights, status, or other legal relations thereunder. S.C. Code Ann. § 15-53-30 (1976), S.C. R. Civ. P. 57.

The purpose of the Declaratory Judgments Act "is to settle and to afford relief from uncertainty and insecurity with respect to rights, status and other legal relations. S.C. Code Ann. § 15-53-130 (2005); *See also*, Sunset Cay, LLC v. City of Folly Beach, 357 S.C. 414, 423, 593 S.E.2d 462, 466 (2004). Moreover, the Act "is to be liberally construed and administered." S.C. Code Ann. § 15-53-130.

ARGUMENT

- I. **The Church is entitled to a declaratory judgment as a matter of law because the Church ended its relationship with Terry in accordance with its Bylaws. As a congregational rule church, Saint Luke's removal of Terry as Pastor is supported by compliance with the Church's Bylaws and the majority vote in favor of Terry's removal.**

The Church is entitled to an order declaring that it acted within its authority and the removal of Terry as Pastor is valid pursuant to its Bylaws. Church disputes in South Carolina are resolved following the "neutral principles of law" approach articulated in All Saints Par. Waccamaw v.

Protestant Episcopal Church in Diocese of S.C., 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009).

Following this approach, "where a civil court can completely resolve a church dispute on neutral principles of law, the First Amendment commands it to do so." All Saints Par. Waccamaw v. Protestant Episcopal Church in Diocese of S.C., 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009).

The dispute in this case involves a determination of whether the Church followed the "congregational rule" standard of a Baptist church in South Carolina, along with any law applicable bylaws, in dismissing Rev. Rayshawn Terry as Pastor of the Church. "The law is clear that the majority controls the decisions of a congregational church." McCain v. Brightharp, 399 S.C. 240, 248. In Bowen, the South Carolina Supreme Court took judicial notice that, generally, Baptist churches are governed by their own congregations. Bowen, 275 S.C. at 435, 272 S.E.2d at 435. Therefore, "the burden [is] on the party departing from the usual Baptist convention to demonstrate by a preponderance of the evidence that its church had adopted an alternative means of church government and that it was following the procedure prescribed by that church." Id.

In a case involving the dismissal of a pastor in a Baptist church, the South Carolina Supreme Court held the only questions it had the power to consider were: (1) whether the congregation met, and (2) whether the congregation disposed of the defendant as pastor. McCain v. Brightharp, 399 S.C. 240, 248-249 (citing Morris Street Baptist Church v. Dart, 67 S.C. 338, 343, 45 S.E.2d 753, 754 (1903)).

As a Baptist Church, Saint Luke is a "congregational rule" church in which the congregation is the final decision maker for the hiring and termination of the Church's Pastor. The Church's Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Plaintiff's Bylaws also provide in part that, at least twenty-five (25) members must be present for any meeting of the Church for which business would be

transacted. (Ex. D: Bylaws). At a Church meeting held on December 26, 2020, in which a quorum of at least 25 members required by the Church's Bylaws for a lawful meeting was present, sixty-eight (68) members voted unanimously to terminate the services of Terry as Pastor. The total of 68 members voting to terminate Terry is also a majority of the Church's total membership of 125 members. (Ex. E: Chappell Aff. ¶¶11,14)

The Bylaws are silent as to how notice of a church meeting is given. (Def. Depo. pp. 94, lines 24 – p. 95, lines 13). However, members were notified of the meeting in accordance with a practice that had been used historically to call meetings. In particular, Church members were notified of the meeting via telephone calls and text messages using the Church's robocall service over a 4-day period. (*Id.*; Chappell ¶ 9). Terry acknowledged notice of the meeting, as Terry and at least one other member contacted members in an attempt to prevent the meeting from taking place. (Def. Dep. p. 87, lines 6-10; Ex. G: McCants Aff. ¶¶ 9-11).

Not only did the Church follow the Bylaws in the calling of the December 26, 2020 meeting, but the voting procedure also complied with the Bylaws. Rev. Dr. Preston Harrison, who is the Gethsemane Missionary Baptist Association Area Representative of the Midlands and Pastor of Blackjack Baptist Church, served as a mediator at the December 26, 2020 meeting, to certify the vote and ensure that the vote was in accordance with the Gethsemane Missionary Baptist Association and the Church's Bylaws. (Ex. E: Chappell Aff. ¶¶ 12-13; Ex. I: Harrison Aff. ¶ 1-5). Rev. Dr. Harrison is not a member of the Church's congregation and had no personal interest in the outcome of the vote. (*Id.*) As the neutral mediator, Rev. Dr. Harrison attested that each member cast one vote, and the outcome of the vote is an accurate reflection of the ballots cast. He further testified that the vote was carried out in accordance with the Church's Bylaws.

(Ex. I: Harrison Aff. ¶¶ 2-8). Thus, the vote taken at the December 26, 2020, meeting was valid and carried out in compliance with the Bylaws

Furthermore, Judge Griffith previously determined in his Order Granting Temporary Injunction, that “in accordance with its Bylaws, Plaintiff acted within its authority and the removal of Terry was valid.” (Ex. C: Order for Temporary Injunction, dated 02/04/21)

In his deposition testimony, Terry attempts to argue that the vote was improper, although he was not present at this meeting to observe the procedure. (Def. Dep. p. 74, lines 12-22). Terry’s dispute of the facts relating to the vote is deficient to survive summary judgment, as he may not use the contradictions in his own testimony to create an issue of fact for the jury. See David v. McLeod Reg’l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006); see also, Barwick v. Celotex Corp., 736 F.2d 946, 960 (4th Cir. 1984).

Based on the record, there are no genuine issues of material fact regarding the Church’s compliance with its Bylaws in the removal of Terry, therefore, the Church is entitled to a declaration that it acted within its authority and the removal of Terry as Pastor is valid pursuant to its Bylaws, as a matter of law.

II. The Church is entitled to a permanent injunction as a matter of law because the Church removed Terry from his employment in accordance with the Church’s authority and Bylaws, and such action is necessary to prevent future harm to the Church.

As explained in Section I, *supra*, there exist no genuine issues of material fact that the Church acted within its authority and in accordance with its Bylaws with regard to the removal of Terry. As such, a permanent injunction is warranted to prevent further irreparable harm to the Church and protect its legal rights in the future.

("[A] temporary injunction is [used] to preserve the subject of controversy in the condition which it is at the time of the Order until opportunity is offered for full and deliberate investigation and to preserve the existing status during litigation." County Council of Charleston v. Felkel, 244 S.C. 480, 483-84, 137 S.E.2d 577, 578 (1964). In contrast, "[a] permanent injunction is issued primarily to prevent future acts of harm and, unless specified otherwise in the order, is unlimited in respect of time." S.C. Dep't of Soc. Servs. v. Almeida, 2004 S.C. App. Unpub. LEXIS 502, *4). Based on the record, the Church is entitled to an order to permanently enjoin Terry for interfering with the Church's business and operations, as a matter of law.

As evidenced in the record, Terry has a history of taking actions to interfere in the operations of the Church. For example, prior to the Court's Order for Temporary Injunction on February 4, 2021, Plaintiff was denied access to its financial accounts for the purpose of conducting its normal operations and many members were denied access to the Church Property that they have built up, maintained, and used as a place of worship since Plaintiff was established. (Ex. E: Chappell Aff. ¶ 15-20). Further, prior to the temporary injunction, the Church was unable to continue the Church's daily operations or conduct any Church meetings or gatherings without the approval of Terry. (*Id.*). Additionally, a majority of the congregation's members were inappropriately and abruptly expelled from their well-established place of worship prior to the Court's intervention. (*Id.*; Compl. ¶¶ 24-31). Accordingly, Terry should be permanently and forever enjoined from interfering with the Church's affairs and operations, to prevent future harm to the Church, and to allow the Church to move forward with new

leadership. Based on the record, there exist no genuine issue of material fact and the Church is entitled, as a matter of law, to permanent injunctive relief.

III. The Church is entitled to Summary Judgment as to all of Terry's Counterclaims.

- a. **Terry's claim for conversion fails as a matter of law because Terry has failed to produce any evidence that the Church assumed and exercised the right of ownership of the items allegedly belonging to Terry to the exclusion of Terry's rights.**

Terry's conversion action fails as a matter of law because Terry cannot satisfy the requisite elements of his claim. Conversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights. Conversion may arise by some illegal use or misuse, or by illegal detention of another's personal property. Owens v. Andrews Bank & Trust Co., 265 S.C. 490, 496, 220 S.E.2d 116, 119 (1975); Castell v. Stephenson Fin. Co., 244 S.C. 45, 50-51, 135 S.E.2d 311, 313 (1964). Conversion is a wrongful act which emanates by either a wrongful taking or wrongful detention. Castell, 244 S.C. at 50-51, 135 S.E.2d at 313; Kirby v. Home Motor Co., 295 S.C. 7, 11, 366 S.E.2d 259, 261 (Ct. App. 1988).

During his deposition, Terry could not, within any reasonable degree of certainty, identify the specific items that he alleges the Church converted. (Def. Dep. p. 64, lines 14-25). Further, Terry stated that most of the items that he left on the Church's premises after his removal, were returned to him; however, as to the items that he asserted were not returned, he failed to provide a description sufficient enough to identify such items. (Def. Dep. p. 68, lines 15-24). However, Terry admitted that none of the Church's staff or members assumed any responsibility for any of the items that he allegedly brought to the church. (Def. Dep. p. 65, lines

10-23). Thus, Terry's own admission suggest that the Church's retention of any alleged items owned by Terry were neither wrongful nor intentional.

The Church's position is supported by Deacon Kirk Chappell's letter to Terry dated January 5, 2021, wherein he requested on behalf of Plaintiff, that Terry arrange a time with the Deacon Chappell or the Church secretary, to retrieve any personal belongings that remained at the church within thirty (30) days of the date of the letter. This letter stated in pertinent part, that 'if your personal belongings have not been removed from the Church within 30 days, we will consider the items abandoned.' (Ex. L: Kirk Chappell Letter dated January 5, 2021).

As Deacon Chappell's letter reflects, the Church never exercised the right of ownership over or wrongfully detained any alleged items Terry left on the Church's premises, as the Church attempted in good faith, to return any items Terry left on the premises. As such, Terry cannot establish the requisite elements of his claim for conversion and his claim fails as a matter of law.

b. Terry's claim for breach of contract/breach of contract with fraudulent intent fails as a matter of law because no binding contract exists between the parties.

Terry alleges in his Counterclaim that the Church breached his alleged employment contract. (See Answer to Complaint, Defenses and Counterclaim ¶¶ 113-115). To establish a breach of contract claim, Terry must show that he entered into an enforceable contract with Plaintiff. The elements required to establish a contract are an offer, acceptance, and valuable consideration. Roberts v. Gaskins, 327 S.C. 478, 486 S.E.2d 771, 773 (1997) (citing Carolina Amusement Co., Inc. v. Connecticut Nat'l Life Ins., Co., 313 S.C. 215, 437 S.E.2d 122 (1993)).

The record reflects that Terry never entered into an enforceable contract with the Church for employment. In fact, Terry admits in his deposition that he did not work for the Church

under an employment contract at all; however, Terry insists that he worked under a covenant contract. (Def. Dep. p. 62, lines 19- p. 63 line 1). Despite this assertion, Terry has not produced any evidence to support the existence of this alleged 'covenant contract', aside from Terry's own vague testimony.

It is clear from Terry's deposition testimony that neither party has produced any evidence of this 'covenant contract.' (Def. Dep. p. 91, lines 7-22). No purported covenant contract has been produced, because no such document exists. Moreover, Terry's testimony is that the term was for an indefinite period which would have rendered the tenure "at-will" under South Carolina law. Thus, his tenure was subject to end at the discretion of either party.

Terry testified that his purported 'covenant contract' indicated that he would be employed by the Church for an indefinite term, as it had no expiration date. (Def. Dep. pp. 63, lines 2- p. 64, lines 13). Moreover, under South Carolina law, a contract for an indefinite term, falls within the Statute of Frauds as it is incapable of being performed within one year. The Statute of Frauds provides a contract that cannot be performed within one year is unenforceable unless it is in writing and signed by the party against whom enforcement of the contract is sought. Springob v. Univ. of S.C., 407 S.C. 490, 495, 757 S.E.2d 384, 387 (2014) ("[T]he Statute of Frauds requires that a contract that cannot be performed within one year be in writing and signed by the parties." (alteration in original)(citation omitted)). The burden of proof is on the party seeking to enforce the contract. Id. Terry has offered no proof of his contract. For this reason, there exist no genuine issues of material fact regarding the existence of an enforceable contract. Therefore, Terry's contract claims¹ fail as a matter of law.

¹ A valid claim for breach of contract accompanied by fraudulent act requires, as a threshold matter, the existence of a contract. Maro v. Lewis, 389 S.C. 216, 697 S.E.2d 684, 688 (S.C. Ct. App. 2010). Because Terry has

- c. Terry's contract claims also fail as a matter of law because the record reflects that he was employed by the Church under an at-will relationship.**

Terry's failure to produce any evidence of an enforceable contract, in addition to his own omission that his employment arrangement was for an indefinite term, supports the Church's position that Terry was employed under an at-will relationship.

In South Carolina, there is a presumption of at-will employment. Prescott v. Farmer's Tel. Co-Op., Inc., 335 S.C. 330, 516 S.E.2d 923, 927, n.8 (1999). Under South Carolina law, if an employee is employed for an indefinite period of time, the employment relationship is considered to be "employment at will." See Shealy v. Fowler, 182 S.C. 81, 188 S.E. 499, 1936). Generally, an employer may terminate an at-will employee for any reason or no reason and will not be subjected to a breach of employment contract claim. Conner v. City of Forest Acres, 348 S.C. 454, 560 S.E.2d 606 (2002).

Based on the record, and Terry's own admission, Terry was employed at will. As Terry fails to produce any evidence of an enforceable employment contract that changed his at-will employment relationship, there is no genuine issue of material fact as to Terry's at-will employment relationship. Accordingly, Terry's contract claims should fail as a matter of law.

- d. Plaintiff is entitled to Summary Judgment on Terry's counterclaim for Slander/Slander Per Se.**

On his counterclaim Slander/Slander *per se*, Terry is unable to carry the burden of proving a *prima facie* case, as he has failed to produce any evidence that a genuine issue of material fact

failed to establish the existence of a contract that changed his at-will employment, Terry's cause of action for breach of contract accompanied by a fraudulent act should also fail as a matter of law.

exists with regard to his slander claims. As such, for reasons outlined below, the Church is entitled to summary judgment as a matter of law.

- e. **Terry's claim for slander/slander per se fails as a matter of law as Terry cannot establishes the requisite elements of this claim, and any such alleged defamatory statements are privileged.**

A party asserting a claim of defamation must prove the following elements: "(1) a false and defamatory statement was made; (2) the unprivileged publication of the statement to a third party; (3) the publisher was at fault; and (4) either the statement was actionable irrespective of harm or the publication of the statement caused special harm." Williams v. Lancaster Cty. Sch. Dist., 369 S.C. 293, 302-03, 631 S.E.2d 286, 292 (Ct. App. 2006).

Terry testified during his deposition that the allegation of Plaintiff's Complaint that, suggest he stole funds was the basis for his defamation claim. (Def. Dep. pp 68, lines 25- p. 70, lines 24). It is well settled under South Carolina law that allegations found in relevant pleadings, even if defamatory, are absolutely privileged. McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945); Texas Co. v. C.W. Brewer & Co., 180 S.C. 325, 185 S.E. 623 (1936); Rodgers v. Wise, 193 S.C. 5, 7 S.E.2d 517 (1940).

In Texas Company v. C.W. Brewer & Company, 180 S.C. 325, 185 S.E. 623 (1936), the South Carolina Supreme Court established that pleadings, although they may constitute libel on their own, are absolutely privileged if they are relevant and legitimately related to the issues and inquiry at trial. The Court later confirmed in the case of McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945), that pleadings, even if defamatory, are absolutely privileged.

Here, the Church's allegations in the complaint are certainly relevant to this case, and therefore, any allegations made within the complaint constitutes a privileged communication. As

such, Terry cannot satisfy the third element of his claim for defamation, as a matter of law. As Terry cannot establish his slander claims, there exist no genuine issues of fact as to his slander claims, and the Church is entitled to summary judgment.

IV. Terry's claim for violation of the South Carolina Payment of Wages Act fails as a matter of law as Terry has failed produce any evidence that Plaintiff withheld Terry's wages, as defined by S.C. Code Ann 41-10-10(2) of the Act.

The South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 to 41-10-110 (Supp. 2018), provides that when an employer fails to pay wages, an employee may recover an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees as the court may allow. S.C. Code Ann. § 41-10-80(C). In support of Terry's claim for a Payment of Wages Act violation, Plaintiff contends that Plaintiff failed to pay his annual salary of \$41,000.00 in 2020. (Def. Dep. p. 84, lines 12-16).

However, the record clearly reflects that the Church paid Terry all wages due to him in 2020. In fact, the Church paid Terry a gross amount of \$42,576.84, which includes his total salary, and also reflects an additional check that paid to him in 2021, despite his termination on December 26, 2020. (Ex. M: Terry's Wage Report)

The Church's position is bolstered by the South Carolina Department of Labor, Licensing and Regulation's determination based on its investigation of Terry's wage complaint, that Plaintiff did not violate the South Carolina Payment of Wages Act. (Ex. N: Investigator Lory Bellino Letter Dated 02/10/22). Based on the findings of the Department's Wages and Child Labor Division's investigation, the Department did not impose sanctions against the Church, and closed Terry's file. (*Id.*) Therefore, based on the record, there exist no genuine issues of material fact beyond mere allegations, and summary judgment is appropriate as to Terry's wage claim.

CONCLUSION

For the reasons stated above, Plaintiff Saint Luke Baptist Church respectfully requests that this Court grant its Motion for Summary Judgment.

Respectfully Submitted:

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Attorneys for Plaintiff Saint Luke Baptist Church

March 25, 2022
Columbia, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-_____

Saint. Luke Baptist Church,

Plaintiff,

SUMMONS

vs.

Rayshawn Terry,

Defendant.

TO THE DEFENDANT:

YOU ARE HEREBY summoned and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer upon the subscriber at Post Office Box 11844, Columbia, South Carolina 29211, within thirty days, and if you fail to answer or appear and defend the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in this Complaint.

BOYKIN & DAVIS, LLC

By: s/S. Lynn Smith

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ATTORNEY FOR PLAINTIFF

Columbia, South Carolina
January 14, 2021

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-_____

Saint. Luke Baptist Church,

Plaintiff,

vs.

**COMPLAINT FOR DECLARATORY
JUDGMENT AND
INJUNCTIVE RELIEF
(Non-Jury)**

Rayshawn Terry,

Defendant.

Plaintiff, Saint Luke Baptist Church (hereinafter the "Plaintiff") complaining of Defendant Rayshawn Terry (hereinafter "Defendant") alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Saint Luke Baptist Church is non-profit corporation organized and incorporated in the State of South Carolina.
2. Plaintiff Saint Luke Baptist Church operates in Fairfield County, South Carolina.
3. Defendant Rayshawn Terry is an individual who, upon information and belief is a resident of Lancaster County, South Carolina.
4. This Court has subject matter jurisdiction over this case and personal jurisdiction over these parties. Venue is proper before this Court.

FACTUAL BACKGROUND

5. Plaintiff currently operates as a Baptist Church in Winnsboro, South Carolina, established in 1893.
6. As a Baptist Church, Plaintiff historically operates as a "congregational rule" Church in accordance with the Bylaws, which govern the organization and have been in use since

on or about May 23, 1984, attached hereto as Exhibit "A" and incorporated herein by reference ("Bylaws").

7. Plaintiff is led by a Pastor, appointed by the congregation on the recommendation of the Board of Deacons.

8. Plaintiff is a member of the Gethsemane Missionary Baptist Association, an association of Baptist Churches, which was founded in 1861. Gethsemane serves as a support association for its member churches.

9. Defendant was hired as Plaintiff's 11th Pastor on or about August 1, 2019, following a recommendation of the Church Board of Deacons and a vote by the congregation, which is consistent with Plaintiff's Bylaws.

10. Plaintiff's Bylaws provide in part that, "the Chairman of the Deacons shall generally supervise all the affairs of the church."

11. Plaintiff's Bylaws provide in part that, "[t]he Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation" (emphasis added).

12. Plaintiff's Bylaws provide in part that, "[c]hurch conference meetings for business shall be held every quarter, three (3) months." Prior to December, due in part to the COVID-19 pandemic, the Church had not held a quarterly business meeting, although members of the Board of Deacons sought such quarterly meetings through Defendant.

13. During the COVID-19 pandemic, Plaintiff conducted weekly drive-in services and would at times conduct virtual meetings.

14. Plaintiff's Bylaws provide in part that, at least 25 members must be present for any meeting of the Church for which business would be transacted.

15. On December 20, 2020, at a meeting of the Saint Luke Board of Deacons, at which a majority of Deacons were present, seven (7) of nine (9) voted to recommend the termination of employment of Defendant to the Saint Luke Baptist Church congregation

16. On December 22, 2020, Defendant attempted to unilaterally remove several of Plaintiff's Deacons from the Board of Deacons.

17. Plaintiff's congregation was notified of the business meeting via telephone call and text message over a four (4) day period prior to the December 26, 2020 meeting date.

18. On December 26, 2020, at a duly called meeting, 68 of the 125 Church's active membership, which exceeded a quorum, and also constitutes a majority of the membership, were present and accepted the recommendation of the Deacons and voted to remove Defendant as Pastor.

19. On December 26, 2020, Defendant was notified, in writing attached hereto as Exhibit B, of Plaintiff's decision to terminate his employment.

20. On December 26, 2020, Defendant was notified, in writing, that he was no longer permitted on Church property for any purpose. (See Exhibit B).

21. On December 30, 2020, Defendant received a correspondence attached hereto as Exhibit C, instructing him to cease and desist from any use of Plaintiff's image and likeness and representation that he was currently employed as Plaintiff's Pastor.

22. After notification of the termination of his employment, Defendant, on multiple occasions, continued to hold himself out as having the authority to act on behalf of Plaintiff to Plaintiff's congregation and the public.

23. Despite receiving notification to cease and desist from using Plaintiff's name, likeness, and images, Defendant continues to use Plaintiff's social media site asserting himself as

Plaintiff's Pastor, which ended on December 26, 2020, and has denied access to Plaintiff's administration.

24. After notification of the termination of his employment, Defendant removed Plaintiff as the account owner from its online giving platform and converted Plaintiff's monetary donations to his personal use; and has refused to relinquish access to Plaintiff's administration.

25. On multiple occasions, after his removal as Plaintiff's Pastor, Defendant texted and called Plaintiff's members, continuing to misrepresent himself as Pastor, and instructed members to use the online giving platform instead of giving monetary offerings directly to the Church.

26. On January 5, 2020, the Lancaster County Sheriff's Department served Defendant with a copy of both Exhibit B and Exhibit C.

27. On January 9, 2021, Plaintiff notified the Fairfield County Sheriff's Office that Defendant had removed Plaintiff from its online giving account and provided his name as the only account owner.

28. Defendant has disregarded his removal as Pastor and continues to act as Plaintiff's Pastor contacting Plaintiff's members and attempting to host official business meetings of the Church as if he continues to occupy the capacity of Pastor of the Church.

29. Despite being notified of his removal as Pastor, Defendant continues to hold himself out as Pastor which results in confusion and dissention within the Church causing significant harm.

30. Despite being notified of his removal as Pastor, Defendant continues to use Plaintiff's name and likeness on social media platforms solely to his benefit to the detriment to Church.

31. Plaintiff continues to be injured by Defendant's conduct in violation of the action taken by the Church on December 26, 2020.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

32. Plaintiff hereby realleges and incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth.

33. Plaintiff's Bylaws were established on or about May 23, 1984, to provide rules of governance going forward.

34. Plaintiff's Bylaws provide that meetings to conduct the business of the organization are required on a quarterly basis.

35. Plaintiff's Bylaws do not require quarterly business meeting to be convened by the sitting Pastor or otherwise.

36. Plaintiff convened a majority of its Board of Deacons in a duly called meeting, wherein the majority voted to recommend to its members that Defendant be removed from his position as Pastor.

37. Plaintiff convened a quorum of its members in a duly called meeting, wherein there was a unanimous vote, by the Church members present, to remove Defendant from his position as Pastor.

38. Plaintiff notified Defendant on December 26, 2020, that he had been removed from his position as Pastor.

39. As a result of the foregoing, Plaintiff is informed and believed that it is entitled to an Order of this Court declaring that Plaintiff acted within its authority and the removal of Defendant as Pastor is valid pursuant to its Bylaws.

FOR A SECOND CAUSE OF ACTION
(Preliminary and Permanent Injunction)

40. Plaintiff hereby realleges and incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth.

41. On multiple occasions, despite being notified of his removal, Defendant has continued to interfere with Plaintiff's financial and ministerial operations.

42. Defendant continues to attempt to hold business meetings as Plaintiff's Pastor, divert Plaintiff's funds for his personal use, and enter onto church premises, intentionally and knowingly disregarding his removal by Plaintiff's congregation.

43. Due to Defendant's intentional misrepresentation, Plaintiff will suffer irreparable harm and loss if Defendant is permitted to continue to intentionally misrepresent his association with Plaintiff.

44. The harm and loss are to Plaintiff's reputation and standing within the faith community in Fairfield County in general and the Gethsemane Missionary Baptist Association in particular.

45. An injunction is necessary in this matter because Plaintiff's harm is continuing each day that Defendant misleads members of Plaintiff's congregation and the public regarding his association with Plaintiff.

46. A temporary injunction is necessary in this action to protect the Plaintiff from the harm being inflicted on a continuous basis.

47. A temporary injunction is necessary to protect the legal rights of Plaintiff, and Plaintiff is entitled to this injunction.

48. Greater injury will be inflicted upon Plaintiff by the denial of temporary injunctive

relief than would be inflicted upon Defendant by granting of such relief.

49. Pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, Plaintiff seeks that this Court grant an injunction against Defendant requiring him to cease and desist:

- (a) attempting to act on behalf of Saint Luke Baptist Church in the official capacity of Pastor;
- (b) interfering with the ministerial and business operations of Saint Luke Baptist Church;
- (c) taking any action with respect to the real or personal property of Saint Luke Baptist Church;
- (d) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and to relinquish all access to financial and banking platforms;
- (e) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (f) engaging in the use of Saint Luke Baptist Church's social media accounts and to relinquish all access to all social media platforms.

WHEREFORE, Plaintiff respectfully prays this Court:

- a. Declare that the termination of Defendant was in accordance with Plaintiff's authority and in accordance with its Bylaws.
- b. Issue a temporary restraining order or preliminary injunction, ordering an immediate hearing on the temporary relief requested and restraining the Defendant from; attempting to act on behalf of Plaintiff in the official capacity of Pastor, interfering with Plaintiff's ministerial and business operations, taking any action with respect to Plaintiff's real or personal property, taking any action with respect to Plaintiff's banking

and financial accounts and to relinquish all access to financial and banking platforms, interfering with the normal duties and responsibilities of Plaintiff's officers, ministers, and/or other employees or governing body, and engaging in the use of Plaintiff's social media accounts and relinquish all access to these platforms.

- c. Issue a permanent injunction ordering an immediate hearing on the temporary relief requested and restraining Defendant from; attempting to act on behalf of Plaintiff in the official capacity of Pastor, interfering with Plaintiff's ministerial and business operations, taking any action with respect to Plaintiff's real or personal property, taking any action with respect to Plaintiff's banking and financial accounts and to relinquish all access to financial and banking platforms, interfering with the normal duties and responsibilities of Plaintiff's officers, ministers, and/or other employees or governing body, and engaging in the use of Plaintiff's social media accounts and relinquish all access to these platforms.
- d. Order Defendant to pay all costs and attorneys' fees associated with this action.
- e. Order such other and further relief as this Court deems just and proper.

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

January 14, 2021
Columbia, South Carolina

EXHIBIT A

SAINT LUKE BAPTIST CHURCH

BY-LAWS, MISSION and MINISTRIES

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CHURCH COVENANT

Having been lead as we believe by the Spirit of God, to receive the Lord Jesus Christ as our Savior and, on the profession of our faith, having been baptized in the name of the Father, and the Son, and of the Holy Spirit, we do now in the presence of God and this assembly, most and joyfully enter into covenant with one another as one body in Christ.

WE, ENGAGE, THEREFORE, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline, and doctrine to contribute cheerfully and regularly to support the ministry, the expenses of the church, the relief of the poor, and the spreading of the gospel through all nations.

WE ALSO ENGAGE to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our department; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; to be zealous in our efforts to advance the Kingdom of our Savior.

WE FURTHER ENGAGE to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offence, but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

WE MOREOVER ENGAGE THAT WHEN we remove from this place, we will, as soon as possible, unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

**AND NOW UNTO HIM WHO BROUGHT AGAIN FROM THE DEAD, OUR
LORD, AMEN.**

Articles of Faith

I. THE SCRIPTURES.

We believe that the Holy Bible was written by men divinely inspired, and is a perfect treasure of heavenly instruction; that it has God for its author, salvation for its end, and truth without any mixture of error for its matter; that it reveals the principles by which God will judge us, and therefore is, and shall remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and opinions shall be tried.

II. THE TRUE GOD.

We believe the Scriptures teach that there is one, and only one, living and true God, an infinite, intelligent Spirit, whose name is Jehovah, the Maker and Supreme Ruler of heaven and earth; inexpressibly glorious in holiness, and worthy of all possible honor, confidence and love; that in the unity of the Godhead there are three persons, the Father, the Son, and the Holy Ghost; equal in every divine perfection, and executing distinct but harmonious offices in the great work of redemption.

III. THE FALL OF MAN

We believe the Scriptures teach that Man was created in holiness, under the law of his Maker; but by voluntary transgressions fell from that holy and happy state; in consequence of which all mankind are now sinners, not by constraint but choice; being by nature utterly void of that holiness required by the law of God, positively inclined to evil; and therefore under just condemnation to eternal ruin, without defense or excuse.

IV. THE WAY OF SALVATION.

We believe that the Scriptures teach that the salvation of sinners is wholly of grace; through the mediatorial offices of the Son of God, who by the appointment of the Father, freely took upon him our nature, yet without sin; honored the divine law by his personal obedience, and by his death made a full atonement for our sins; that having risen from the dead, he is now enthroned in heaven; and uniting in his wonderful person the tenderest sympathies with divine perfections, he is in every way qualified to be a suitable; a compassionate, and an all-sufficient Savior.

V. JUSTIFICATION

We believe the Scriptures teach that the great Gospel blessing which Christ secures to such as believe in him is justification; that justification includes the pardon of sin, and the promise of eternal life on principles of righteousness; that it is bestowed, not in consideration of any works of righteousness which we have done, but solely through faith in the Redeemer's blood; by virtue of which faith his perfect righteousness is freely imputed to us of God; that it brings us into a state of most blessed peace and favor with God, and secures every other blessing needful for time and eternity.

VI. THE FREENESS OF SALVATION.

We believe that the Scriptures teach that the blessings of salvation are made free to all by the Gospel; that it is the immediate duty of all to accept them by cordial, penitent and obedient faith; and that nothing prevents the salvation of the greatest sinner on earth, but his own determined depravity and voluntary rejection of the "Gospel; which rejection involves him in an aggravated condemnation.

VII. REGENERATION

We believe that the Scriptures teach that in order to be saved, sinners must be regenerated, or born again; that regeneration consists in giving a holy disposition to the mind that it is effective in a manner above our comprehension by the power of the Holy Spirit in connection with divine truth, so as to secure our voluntary obedience to the Gospel; and that its proper evidence appears in the holy fruits of repentance and faith, and newness of life.

VIII. REPENTANCE AND FAITH

We believe the Scriptures teach that repentance and faith are sacred duties, and also inseparable graces, wrought in our souls by the regenerating Spirit of God; whereby being deeply convinced of our guilt, danger and helplessness and of the way of salvation by Christ, we turn to God with unfeigned contrition, confession, and supplication for mercy; at the same time heartily receiving the Lord Jesus Christ as our prophet, priest and king, and relying on him alone as the only and all-sufficient Savior.

IX. GOD'S PURPOSE OF GRACE

We believe the Scriptures teach that election is the eternal purpose of God, according to which he graciously regenerates, sanctifies, and saves sinners; that being perfectly consistent with the free agency of man, it comprehends all the means in connection with the end; that it is a most glorious display of God's sovereign goodness, being infinitely free, wise, holy and unchangeable; that it utterly excludes boasting and promotes humility, love, prayer, praise, trust in God, and active imitation of his free mercy; that it encourages the use of means in the highest degree; that it may be ascertained by its effects in all who truly believe the Gospel; that it is the foundation of Christian assurance; and that to ascertain it with regard to ourselves demands and deserves the utmost diligence.

X. SANCTIFICATION.

We believe the Scriptures teach that Sanctification is the process by which, according to the will of God, we are made partakers of his holiness; that it is a progressive work; that it is begun in regeneration; and that it is carried on in the hearts of believers by the presence and power of the Holy Spirit, the Sealer and Comforter, in the continual use of the appointed means especially the word of God, self-examination, self-denial, watchfulness, and prayer.

XI. PERSEVERANCE OF SAINTS.

We believe the Scriptures teach that such only are real believers as endure to the end; that their persevering attachment to Christ is the grand mark which distinguishes them from superficial professors; that a special Providence watches over their welfare; and they are kept by the power of God through faith unto salvation.

XII. THE LAW AND GOSPEL.

We believe the Scriptures teach that the law of God is the eternal and unchangeable rule of his moral government; that it is holy, just and good; and that the inability which the Scriptures ascribe to fallen men to fulfill its precepts, arise entirely from their love of sin; to deliver them from which, and to restore them through a Mediator to unfeigned obedience to the holy Law, is one great end of the Gospel, and of the Means of Grace connected with the establishment of the visible church.

XIII. A GOSPEL CHURCH.

We believe the Scriptures teach that a visible church of Christ is a congregation of baptized believers, associated by a covenant in the faith and fellowship of the Gospel; observing the ordinances of Christ; governed by his laws; and exercising the gifts, rights, and privileges invested in them by His Word; that its only scriptural officers are Bishops or Pastors, and Deacons whose Qualifications, claims and duties are defined in the Epistles to Timothy and Titus.

XIV. BAPTISM AND THE LORD'S SUPPER.

We believe the Scriptures teach that Christian baptism is the immersion in water of a believer, into the name of the Father, and Son, and Holy Ghost; to show forth in a solemn and beautiful emblem, our faith in the crucified, buried, and risen Savior, with its effect, in our death to sin and resurrection to a new life; that it is prerequisite to the privileges of a church relation; and to the Lord's Supper, in which the members of the church, by the sacred use of bread and wine, are to commemorate together the dying love of Christ; preceded always by solemn self-examination.

XV. THE CHRISTIAN SABBATH.

We believe the Scriptures teach that the first day of the week is the Lord's Day, or Christian Sabbath, and is to be kept sacred to religious purposes, by abstaining from all secular labor and sinful recreations, by the devout observation of all the means of grace, both private and public, and by preparation for the rest that remaineth for the people of God.

XVI. RIGHTEOUS AND WICKED.

We believe the Scriptures teach that there is a radical and essential difference between the righteous and the wicked; that such only as through faith are justified in the name of the Lord Jesus, and sanctified by the Spirit of our God, are truly righteous in his esteem; while all such as continue in impenitence and unbelief are in his sight wicked, and under the curse; and this distinction holds among men both in and after death.

XVII. THE WORLD TO COME

We believe the Scriptures teach that the end of the world is approaching; that at the last day, Christ will descend from heaven, and raise the dead from the grave for final retribution; that a solemn separation will then take place; that the wicked will be adjudged to endless punishment, and the righteous to endless joy; and that this judgment will fix forever the final state of men in heaven or hell, on principles of righteousness.

MISSION STATEMENT

It shall be the function of the church to teach that the Bible is the inspired Word of God and the sole authority for faith and practice and to engage its members to adhere to all of the teachings of Jesus Christ by holding regular worship services, by preaching the gospel message and urging its personal acceptance, by encouraging prayer, gifts, study and services in an effort to establish the Kingdom of God throughout the world, to promote systematic Bible Study, church policy training, department training for the church services and participation, to enlist every member to church activities, church school and periodic workshops, to do charitable and/or educate works through kindergarten, daycare centers, senior citizens, programs or methods approved by the Church Body.

BY-LAWS OF SAINT LUKE BAPTIST CHURCH

NAME

The name of this organization in the Saint Luke Baptist Church. It is hereafter referred to as the "Church." This church is a non-profit organization.

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. there shall be no meeting of the church without an approved agenda.

OFFICERS

Note: None of the following positions of the church body at any given time shall be held jointly by any one person, except with the consent of the pastor.

A. PASTOR

THE PASTOR. Shall be the Spiritual and temporal leader of the church. He shall be the principal representative of the church and shall generally supervise all the affairs of the church. He shall appoint committees as they are needed. The Pastor shall live an exemplary Christian life and shall be responsible for all the preaching, teaching, counseling, to and among the congregation. He shall visit the sick, infirm, destitute and afflicted and exercise Pastoral care among the members; he shall devote himself diligently to instruction and training of the membership. He shall, when in his judgement the occasion shall call for it, comfort, instruct, reprove and admonish the members privately and publicly. He shall supervise all activities within the congregation as Shepard. The Pastor shall promote a spirit of peace and good will among members of the congregation.

B. ASSISTANT PASTOR

THE ASSISTANT PASTOR shall also be a spiritual and temporal leader of the church. The Assistant Pastor shall in the absence of the Pastor, perform the duties of the Pastor or appoint temporarily another person to do so and perform such duties as assigned him by the Pastor.

C. CHAIRMAN OF BOARD OF DEACONS

THE CHAIRMAN OF DEACONS shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

D. DEACONS

THE DEACONS of this church shall possess those qualities as set forth in Acts 6:3 and I Timothy 3:8-12. The Deacons shall assist the Pastor in carrying out the church's program. The church shall select as many Deacons as the Pastor and church deems necessary to serve the congregation.

E. CHURCH SECRETARY

THE CHURCH SECRETARY works under the direct supervision of the Pastor and supervise the following elected or appointed officers; keep accurate record of membership, letters, correspondence and other communication; typing official business letters and keeping ample supplies on hand.

F. TRUSTEES

THE TRUSTEES - Effective trustees will function as Christian stewards of property God has entrusted to the congregation. This includes supervising and maintaining both the physical property of the congregation and gifts made to the congregation so that the ministries of the congregation can be effective and all legal requirements related to the property are satisfied.

G. FINANCE COMMITTEE

FINANCE COMMITTEE - All business transactions will be preceded by prayer. The money will be counted after services with a minimum of three (3) committeemen. Please open each envelope and count its contents. Compare the cash count with written amounts. Give empty envelopes to the financial secretary, or person responsible for recording contributions or the record of individuals members. Envelopes should be retained for at least 3 years. The finance committee is charged with the responsibility to see that the money which is given to the church is used by the church as approved in the budget when adopted by the church. This committee will protect the church from individuals or groups who would make unnecessary expenditures of money.

H. CHOIR MEMBERS

CHOIR MEMBERS Any choir member missing three consecutive rehearsals will be warned of duty. Legitimate excuses for not attending rehearsals are as follows:

- (a) Illness, (b) Bereavement, (Work hours), (d) a dependent relative, (e) taking a course of study, (f) death. The following must be done by choir members who have a bona fide excuse for not attending rehearsals: Contact the president, vice president, secretary, matron or director.

I. USHERS

USHERS should be a Christian who is willing to serve and share his religion with others. He should be a person with unusual personality, polite, obliging and alert. The usher must have the ability to make strangers feel welcome in a strange place. He should have a watchful eye. The usher's chief aim and desire should be to see that a stranger or member enjoy the service in peace, comfort and undisturbed while in church. It is the usher's duty to preserve decorum, render service to members and friends from the time they reach the building until they leave. The chief usher or president will assign ushers to their stations.

J. FUNERAL and BURIAL SERVICES**St. Luke Baptist Church**

FUNERAL and BURIAL POLICY - It is the desire of the church to assist members of the church and the community with respectfully laying their loved ones to rest.

Initial Contact:

The family should contact the chair of the burial committee (the designated deacon.) The designated deacon will contact the Pastor.

The family should complete the burial packet which includes all information related to the pending funeral service. This packet includes a listing of the desires of the family regarding the use of the church, burial ground, fellowship hall, etc. The deacon will serve as the liaison between the family and the Pastor.

Cost:

(See membership section for definitions and details)

Member Emeritus: No charge

Active Member: No charge

Non-Active Member: Half of each detailed charge

Non-Member: Full cost of each detailed charge

The full cost of funeral services shall be as follows:

Church	\$500.00
Cemetery Burial Plot	\$2,000.00
Fellowship Hall	\$300.00
Footstone	<u>\$150.00</u>
Total	\$2,950.00

STATEMENT of CONSTITUTION of BIBICAL MARRIAGE

This church believes in the sanctity of the marital union as described in Scripture: God created the first marriage as a sacred covenant relationship between one man and one woman for the purposes of procreation, companionship and dominion over creation, in keeping with the covenant relationship God himself established with his own creation. (Genesis 2:15-24; Romans 1:16-32)

According to Scripture, God's definition of marriage is a union between one man and one woman. This holy union provides for the physical, the sexual, the mental, the emotional, the moral, the spiritual and the economic completeness of two individuals in a covenant relationship.

This church affirms that all marriage ceremonies performed in the name of this church and any related celebrations or activities allowed in its facility shall be for unions that meet the standards named in this church constitution, and further that church ministers and staff engage only in marriage ceremonies in keeping with this church's adopted biblical and theological definition of marriage.

WEDDING POLICY

WEDDINGS

1. Do not set a wedding date until it is cleared with the Pastor if his services are desired.
2. When the wedding date is set, secure your license at least one to three days before your wedding.
3. After you have gotten your license, bring them to the Pastor's office and leave them until the date of the wedding, if the wedding is to be at the church.
4. If the wedding is to be elsewhere, leave the license with the Pastor the day you receive them.
5. A pre-wedding conference is required before the ceremony is performed. The date should be set at least two weeks prior to the wedding.

FINANCING of THE CHURCH

God works by plans. He has a plan for everything. He had a plan when He made the universe. He had a plan when He made a man, and He had a plan for the human family on the earth. He also had a plan for the financing of the great program of work He gave the church and spreading of His message. God gives our only plan of church financing in the Bible and that is by the tithes and offerings of His people.

MEMBERS

A member in good and regular standing is required first of all to be faithful in his duties, regularly attend the worship services of the church, to contribute cheerfully and regularly for the expenses of the church, the support of the ministry, relief of the poor and the spreading of the gospel through all nations. Such a member in good and regular standing shall have the right to act and vote in the transactions of the business of the church. If any member fails to contribute to the financial support of the church for a period of two months, such member shall be notified of his arrears. If such a notice goes unheeded by such member for a period of 30 days, he automatically ceases to be a member in good and regular standing and shall be placed on the inactive membership roll of the church, and be classified as an inactive member until such time as he meets with the Pastor and Deacons, and be reinstated to the church and pledges to support the church in the future.

The inactive member shall be permitted to worship and take the Lord's supper, but he shall not hold office and have membership on the Board of Deacons, Deaconess, Mother, Trustee, Teaching Staff, or be a member of any singing group, club or ushers. He shall not have the right to act and vote in the transaction of business of the church. Any member on the inactive roll may be notified by Chairman of Deacons by mail.

CHOIRS

Anyone who is in good and regular standing with the church who wishes to join the choirs:

1. Make application to the choirs of his choice with the president.
2. The president will recommend this person to the choir.
3. After a vote by the choir the applicant will become a member of the choir.

ST. LUKE BAPTIST CHURCH MINISTRIES

DEACONS MINISTRY

The Deacons of this church possess those qualities in Acts 6:3 and 1 Timothy 3:8-12. Their functions are administrative in nature. They also, along with their spouses, the Deaconesses, assist with serving of Holy Communion to the congregation and the sick and shut-in members.

DEACONESS MINISTRY

Deaconesses assist with the preparation and serving of Holy Communion to the congregation and the sick and shut-in members. They also prepare/maintain clothing for candidates for baptism and assist with the baptism service.

TRUSTEES

Matthew 25:14 (KJV) "*For the kingdom is a man traveling into a far country, who his own servants, and delivered unto them his goods.*" Their main duty, among others, is to safeguard the finances of the church.

CHURCH SECRETARY

Purpose: To provide clerical support for the Pastor and the Church.

Objectives: To provide administrative support for the Pastor, thus ensuring that the overall operation of the Church and its leader's goals are successfully met.

Duties of the Secretary:

1. Keep and maintain church records in folders and categorize such records in the file cabinet.
2. Record and type Church Meeting Minutes. File them accordingly as these are historical documents.
3. Make church and community based announcements during Sunday morning worship services. Note, ALL announcements are reviewed by the Pastor before they are made public.

PASTOR'S AIDE MINISTRY

The Pastor's Aide Ministry is designed to assist the Pastor and his family with personal care. It helps the Pastor's time spent at the church as comfortable and enjoyable as possible providing personal comforts to assist him during his time of ministry. The ministry also provides the pastor financial support as he joins other ministers and pastors in local and national convention in learning more and better ways to enhance his congregation.

EVENTS COORDINATOR

The Events Coordinator is responsible for the planning of specific events as directed by the pastor from conception to completion. They will coordinate with Pastor in the details for engagements that he is scheduled to attend. They will also be responsible for special guest, artist or group events that are planned for the local assembly. Duties include travel, hotel and dinning arrangements, event layout, materials and staff.

MISSION MINISTRY

Mission is empowering Christians to work for the cause of Christ. We endeavor to act upon our love for God through the Holy Spirit and serve the needs of His people. We endeavor to minister to all far and near, to serve without constraint or hesitancy. Our goal is to fulfill the great commission found in Matthew 28:19-20, "*....to go ye therefore and make disciples of all nations....*"

SUNDAY SCHOOL

Sunday School is the foundational strategy in the local church for leading people to faith in the Lord Jesus Christ. The goal of the teaching is to lead people to encounter the life changing experience of knowing Jesus and learning what it means to follow Him. It is to inspire families to live a lifelong commitment to Lord through the teaching of His word.

PRAYER MINISTRY

The prayer Ministry is a weekly coming together of saints who feel led by God to intercede for the church as a corporate body, as well as for individual who may be experiencing challenging times. Prayers are also lifted for our community, our state, our nation, and for the world.

HOSPITALITY MINISTRY

The Hospitality Ministry provides generous and friendly treatment of visitors and guest at social functions requiring food. Coordinate and serve food as required; making sure the atmosphere is conducive to a wonderful dining experience.

GREETERS MINISTRY

"Hello, how are you today; glad to see you; welcome to St. Luke Church. Thank you for being a part of our service today." These are words that you will hear from our greeters. Their goal is that you will echo the words of Psalm 122:1, *"I was glad when they said unto me; let us go into the house of the LORD..."*

USHERS MINISTRY

Psalm 84:10 *"I would rather be doorkeeper in the house of my God..."*

The Ushers Ministry provides information to guide individuals through church services. They include, but not limited to, assisting with seating, providing bulletins, envelopes and other materials, location of facilities and information for a comfortable and enjoyable worship experience.

MUSIC MINISTRY

ADULT PRAISE TEAM MINISTRY

Opening up the worship service, the Praise Ministry sets the tone and atmosphere for the spirit filled worship experience. It is designed to bring all hearts and minds into focus as we join together in praise to our Holy God.

YOUTH WORSHIP TEAM

Membership on the SLBC Youth Worship Team is a position of Christian leadership. The primary function is to lead the congregation in true worship under the guidance of the Holy Spirit. Members strive through prayer and example to have a pure heart before God and others.

MASS CHOIR

Minstrels unto the Lord through song as part of the regular morning worship. This choir consists of members from all choirs that desire to be a part of this ministry including Musical Choir, Male Chorus, Between the Hands Choir and Teen Choir.

BETWEEN THE HANDS CHORUS

A Young Adult Choir consisting of male and female singers, developed to enhance the worship experience of younger saints as well as the mature members. They feature a contemporary sound as well as traditional music. Their purpose is to sing unto the "Most High," so that souls may be connected to God, and live to be forever changed.

CHILDREN of PRAISE CHOIR (COP)

The Children of Praise is the St. Luke Baptist Church's children choir. Their ages range from three to twelve years of age. They sing praises to God with exuberance and enthusiasm. They are truly a blessing to God.

MALE CHORUS

The Male Chorus provide musical compliment to the worship service. Our goal is to uplift the name of Jesus through song. We live our lives as role models and mentors for the younger generation of males. This ministry through song can fill a void lacking in the lives of young people.

JUBILEE CHOIR

The Jubilee choir continues the traditions of our forefathers by singing acapella, hymns, spiritual and gospel songs. This style of singing will attract those more advanced in age remembering the black experience in America.

C.U.T. (Christians Utilizing Technology)

As the world continues to advance and new technology is developed there is a need for trained professionals to operate this equipment. The CUT Ministry provides this vital service to the church family. The worship experience is greatly enhanced by audio and video service. The ministry controls the sound system, video screens and monitors. They record the services and make available worship by CD's, DVD's and internet.

YOUTH MINISTRY

This ministry's intentions are to help youth find their meaning or purpose in the church body. It encourages the youth to actively participate in the worship experience through song, dance, ushering, drama, and all aspects of the church life. They are also given opportunities to interact socially through community activities.

PRAISE DANCERS

The foundation of any Liturgical Dance ministry must be rooted in a personal relationship with God. Praise dancing presents a message of witness, worship and praise which reaches out to help the young and old. We present a clear message of salvation, deliverance, divine power, joy and favor. It is our prayer that the ministry will bring others closer to Christ and touches the hearts of those who do not know Him, giving them a desire to be in His presence.

MIME MINISTRY

Mime is defined as someone who uses theatrical medium or as a performance art. Thus, derives the Mime Ministry. The group is comprised of male and female members. They, in the church setting, tell a story through body movements, without speech, but with the use of music and lyrics. They are a part of the Liturgical Dance Ministry.

DRAMA MINISTRY (Performance Arts)

This ministry's objectives are to enhance the knowledge, wisdom and understanding of the gospel of Jesus Christ, from practical living, yet help bring hope of eternal life through dramatization.

NURSERY MINISTRY

The Nursery is available to provide safe and loving care during regular morning service to infants and toddlers from six (6) weeks to four (4) years of age. They receive age appropriate devotion and other activities to help grow them up in a way they should go.

HEALTH MINISTRY

The Health Ministry serve as a resource for SLBC, to assist in learning about healthy living, and to facilitate, maintain healthy lifestyles. They assist members in ill health and provide weekly health tips. They also keep the church current with changes in health care.

EXERCISE MINISTRY**CCAP-Christ Centered Activity Partners**

This class is administered by a certified fitness/health instructor. The purpose is to encourage and maintain a healthy body through increased activity and healthy diets.

CHURCH SEXTON

The Church Sexton provides custodial services for the temple of God. He makes sure the building is clean of debris, removing trash, and takes care of the general cleanliness of the building. He maintains the comfort level of the building and provides all necessary commodities.

CLATIC (Christian Ladies Associating Together In Christ)

The CLATIC Ministry was born out of the desire for women of faith to find common grounds in relations to each other. It is designed to share life's experiences through a weekend of fellowship, worship, and other expressions of love for God, or fellow sisters in Christ; and for life as we explore the world.

SLBC FOOD PANTRY MINISTRY

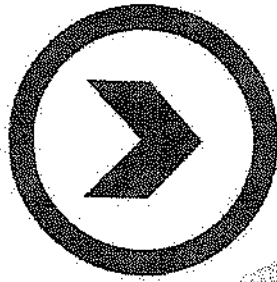
"Meeting the Needs of the Community"

Hours of Operation ~Wednesdays, 10:00am-2:00pm.

We are an agent of the Harvest Hope Food Bank, under the direction of the United States Department of Agriculture or USDA. This Emergency Food Assistance Program provides for families in need without cost to the recipient. The food pantry's mission is to help families meet their nutritional needs by subsidizing their food expenses.

DECORATION COMMITTEE MINISTRY

The SLBC Decoration Committee members decorates the church for special events. This is done with the use of furniture pieces designed for the specific areas and floral arrangements. They also decorate for holidays as Christmas, Easter and also anniversaries. Their endeavor is to beautify the edifice, thus, providing a beautiful environment of worship to our Lord and Savior, Jesus Christ.



saint luke

BAPTIST CHURCH
WINNSBORO

183 St. Luke Church Road
Winnsboro, South Carolina 29180
P: (803) 635-9966 E: stluke183@gmail.com

26 December 2020

Dear Rev. Rayshawn Terry,

Please be advised that St. Luke Baptist Church Deacon's Ministry and congregation have decided, through majority vote, that your services and duties as Pastor of the St. Luke Baptist Church, Winnsboro, SC 29180, are no longer needed, effective December 26, 2020. We have declared the Pastoral position vacant.

We think this is the best course of action for all concerned. Your final paycheck including all wages earned will be issued as soon as possible.

It is requested that you return any and all church property that was generated or obtained during your employment with the church. This includes documents, handbooks, account ledgers, financial documents, manuals, computers, computer programs and software, keys, cards, etc., at a scheduled day and time as entering the church property will be considered as trespassing.

Thank you for your past efforts and all the best for your future endeavors.

Sincerely,

Kirk Chappell, Chairman of Deacons
St. Luke Baptist Church

BOYKIN & DAVIS, LLC

Attorneys and Counselors at Law

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POST OFFICE BOX 11844
COLUMBIA, SOUTH CAROLINA 29211

Charles J. Boykin
cjboykin@boykinlawsc.com

December 30, 2020

VIA ELECTRONIC MAIL AND CERTIFIED MAIL—RETURN RECEIPT REQUESTED

Rev. Rayshawn Terry
2435 Chatham Dr.
Indian Land, South Carolina 29707

Re: Saint Luke Baptist Church in the Matter of Rev. Rayshawn Terry

Dear Rev. Terry:

This Firm represents the Saint Luke Baptist Church ("Saint Luke" or "the Church"), to include its Board of Deacons. In that regard, your letter dated December 22, 2020, to Deacon Clarence Padgett was forwarded to us for handling. You are hereby notified of the Church's request that you cease and desist any further communication with the Church and its members representing that you are the Pastor of Saint Luke.

In your letter, you sought to unilaterally remove Deacon Padgett from his position as Deacon to "the official status of Deacon Emeritus." While your letter claims that this action was taken with the "unanimous support" of the current Diaconate Ministry, there is no evidence to support this assertion. In accordance with Saint Luke Bylaws, the Church, and not the Pastor, selects Deacons, which means that the Pastor cannot unilaterally remove a Deacon from his position absent some delegation of the power to remove by the Church. Therefore, your action in attempting to remove Deacon Padgett from his position as Deacon is a nullity, as you did not have the authority to do so. In that regard, we request that you cease and desist from any further actions claiming to act under the authority of Saint Luke.

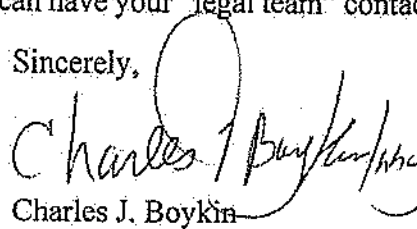
As it relates to your representation to the public that you are the current Pastor of Saint Luke, please cease and desist from any representation that you are currently associated with Saint Luke Baptist Church, located at 183 St. Luke Church Road, Winnsboro, South Carolina 29180. Specifically, on December 26, 2020, a recommendation to terminate your employment was brought before a quorum. At this meeting, the congregation unanimously voted to terminate your employment as Pastor. Enclosed for your reference is the letter dated December 26, 2020, wherein you were notified of the congregation's decision. It is also our understanding that the Church notified you that your presence on the premises of the Church is no longer welcome. You are hereby asked to refrain from entering the premises and buildings of the Church.

Rev. Rayshawn Terry
December 30, 2020
Page 2

As you may be aware, Saint Luke, as a Church body, is the rightful owner of the images, name, and likeness of the Church; and while you served as the Pastor you were granted use of such only by virtue of your official capacity. However, as you are no longer the Pastor of Saint Luke, you are no longer authorized to use the name, image, and likeness of the Church.

Should you have any questions, you can have your "legal team" contact our office directly.

Sincerely,


Charles J. Boykin

/hhg

Enclosure

cc: Mr. Kirk Chappell, Chairman of Board of Deacons Saint Luke Baptist Church (w/encl.)
Kenneth A. Davis, Esq. (w/o encl.)
S. Lynn Smith, Esq. (w/o encl.)

ELECTRONICALLY FILED - 2022 Mar 25 5:39 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR TEMPORARY
INJUNCTION**

PLEASE TAKE NOTICE that Plaintiff through their undersigned counsel, will move before the Court of Common Pleas, Fairfield County, on the tenth day after service hereof, or at such other time and place as is convenient to the court and counsel, pursuant to Rule 65(a) of the South Carolina rules of civil procedure, for temporary injunction as provided herein.

Plaintiff moves the Court, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, to enter a temporary restraining order prohibiting the Defendant, or any person or entity acting in concert or participation with the Defendant, from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;
- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with the Saint Luke Baptist Church's enjoyment and us of its real or personal property;
- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms, including providing username and password;

- (5) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's website and social media accounts and relinquish all access to such, including providing username and password.

Factual Background

Saint Luke Baptist Church (hereinafter "Saint Luke" or "the Church") is located in Winnsboro, South Carolina; and was founded in or around 1893, by Rev. Alf Lawson. Saint Luke is a member of the Gethsemane Missionary Baptist Association, which is an association of Baptist Churches organized and founded to serve as a support association for its members churches.

The Church has operated as a "congregational rule" church, in accordance with its Bylaws, which have been in existence since on or about May 23, 1984. In accordance with the Bylaws, the Church is led by a pastor, who is appointed by the congregation on recommendation of the Board of Deacons. Following a recommendation by the Board of Deacons and a vote by the congregation, Rev. Rayshawn Terry was appointed as the 11th Pastor of Saint Luke on August 1, 2019.

The governing Bylaws, provide in part that, "the Chairman of Deacons shall generally supervise all the affairs for the church." On December 20, 2020, the Chairman of Deacons, and a majority of the Board of Deacons, convened in a duly called meeting, to discuss the continued employment of Rev. Terry, as Pastor of the Church. In this meeting, there was a unanimous vote, by the Deacons present at the meeting, to recommend to the Church's congregation that Rev. Terry be removed as Pastor. The recommendation for removal was due to a belief that Rev. Terry failed

to adhere to the Baptist Doctrine, the Church Covenant, and the Church Bylaws, in addition to a belief that he engaged in unacceptable practices. After voting to recommend Rev. Terry for removal as Pastor, on December 22, 2020, Rev. Terry attempted to unilaterally remove members of the Board of Deacons from their positions, despite the provision of the governing Bylaws which provides that, "the Church shall select as many Deacons as the Pastor and Church deems necessary to serve the congregation." (emphasis added).

On December 26, 2020, 68 of the Church's 125 active members, which exceeded the 25 members necessary for a quorum, gathered for a quarterly business meeting. Notification of this business meeting was sent to all listed Church members via text message and telephone calls three days in advance of the meeting. In accordance with the Bylaws, the Church "shall have quarterly meetings for business." However, prior to December, due in part to the COVID-19 pandemic, the Church had not had quarterly meeting, although members of the Board of Deacons had requested business meetings of Rev. Terry.

Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, the Gethsemane Baptist Association, Dean of Christian Education, and the Pastor of the Blackjack Baptist Church, served as mediator¹ for the vote to remove Rev. Terry during the December 26, 2020 meeting. As mediator, Dr. Harrison was a neutral party charged with overseeing and certifying the congregation's vote. Subsequently, the congregation accepted the Deacon's recommendation, and unanimously voted to remove Rev. Terry as Pastor. Rev. Terry was notified of the vote in writing on December 26, 2020.

After being removed from his position as Pastor of Saint Luke, Rev. Terry continues to contact members of the Church and financial institutions and holds himself out as having the

¹ Although labeled by Plaintiff as a mediator, Rev. Dr. Harrison's role was that of a moderator, overseeing and assuring the voting process was in accordance with Bylaws.

authority to act on behalf of the Church. On December 30, 2020, Rev. Terry was notified in writing to cease and desist all attempts to act with the authority of Pastor of Saint Luke; and was served by the Lancaster County Sheriff's Office on January 5, 2021 with the letter notifying him of his removal as Pastor and the cease-and-desist letter. On January 9, 2021, Saint Luke Chairman of Deacons, notified the Fairfield County Sheriff's Office that Rev. Terry had notified the Church's online giving platform to remove all persons as account owners other than himself from the account and has refused to relinquish control of such.

Irreparable Harm to Plaintiff

Since inception, Saint Luke has had transitions of leadership from one Pastor to the next, whether voluntary or otherwise. The Church's Bylaws serve as governance in order to facilitate this transition. The Church, acting as one body, has the authority to hold business meetings and vote accordingly on business affairs of the Church. Moreover, Saint Luke has provided the community with a peaceful place of worship for 127 years under the unified leadership of an appointed Pastor.

In this instance, Rev. Terry, despite an authorized vote by the congregation removing him as Pastor, continues to interfere with the business and financial affairs of Saint Luke. Immediate and irreparable injury, loss, and/or damages will result to Saint Luke and the Gethsemane Missionary Baptist Association unless Defendant is restrained as provided herein. Plaintiff will suffer immediate and irreparable injury as a result of these actions by Defendant, which have prevented Plaintiff from continuing peaceful worship within the community and conducting the business affairs of the Church.

Plaintiff is Likely to Prevail on the Merits of This Action

Plaintiff's Bylaws are the governing documents for the organization and have been utilized for 36 years. The Bylaws authorize the Church to hold quarterly meetings to conduct the business of the Church, of which a quorum must be present. As a member of the Gethsemane Missionary Baptist Association, the Church is afforded support and guidance from this organization as well. In accordance with its Bylaws and with the support of the Gethsemane Missionary Baptist Association, Plaintiff acted within its authority and the removal of Defendant as Pastor was valid. Thus, Saint Luke is likely to succeed on the merits.

There is no Adequate Legal Remedy at Law

Any legal remedy, such as monetary damages, would be inadequate in this case because the members of Saint Luke are deprived from receiving the services of the Pastor of their choice, denied access to certain financial accounts, and have suffered from being unable to peacefully worship as is their right.

WHEREFORE, Plaintiff requests that the Court enter a temporary injunction prohibiting Defendant and those acting in concert with Defendant from:

- (1) attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor;
- (2) interfering in any way with the ministerial and business operations of Saint Luke Baptist Church;
- (3) taking any action that interfere with the Saint Luke Baptist Church's enjoyment and use of its real or personal property;

- (4) taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms, including the username and password;
- (5) otherwise interfering with the normal duties and responsibilities of the officers, ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and
- (6) engaging in the use of Saint Luke Baptist Church's social media accounts and relinquish all access to such, including the username and password.

In accordance with Rule 65(c) of the South Carolina Rules of Civil Procedure, Plaintiff is prepared to post bond in the amount of three thousand four hundred dollars (\$3,400.00) with the Clerk of Court, or as the Court shall direct upon reasonable notice.

Respectfully submitted,

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January 19, 2021

Columbia, South Carolina

SAINT LUKE BAPTIST CHURCH

BY-LAWS, MISSION and MINISTRIES

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CHURCH COVENANT

Having been lead as we believe by the Spirit of God, to receive the Lord Jesus Christ as our Savior and, on the profession of our faith, having been baptized in the name of the Father, and the Son, and of the Holy Spirit, we do now in the presence of God and this assembly, most and joyfully enter into covenant with one another as one body in Christ.

WE, ENGAGE, THEREFORE, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline, and doctrine to contribute cheerfully and regularly to support the ministry, the expenses of the church, the relief of the poor, and the spreading of the gospel through all nations.

WE ALSO ENGAGE to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our department; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; to be zealous in our efforts to advance the Kingdom of our Savior.

WE FURTHER ENGAGE to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offence, but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

WE MOREOVER ENGAGE THAT WHEN we remove from this place, we will, as soon as possible, unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

AND NOW UNTO HIM WHO BROUGHT AGAIN FROM THE DEAD, OUR LORD, AMEN.

Articles of Faith

I. THE SCRIPTURES.

We believe that the Holy Bible was written by men divinely inspired, and is a perfect treasure of heavenly instruction; that it has God for its author, salvation for its end, and truth without any mixture of error for its matter; that it reveals the principles by which God will judge us, and therefore is, and shall remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and opinions shall be tried.

II. THE TRUE GOD.

We believe the Scriptures teach that there is one, and only one, living and true God, an infinite, intelligent Spirit, whose name is Jehovah, the Maker and Supreme Ruler of heaven and earth; inexpressibly glorious in holiness, and worthy of all possible honor confidence and love; that in the unity of the Godhead there are three persons, the Father, the Son, and the Holy Ghost; equal in every divine perfection, and executing distinct but harmonious offices in the great work of redemption.

III. THE FALL OF MAN

We believe the Scriptures teach that Man was created in holiness, under the law of his Maker; but by voluntary transgressions fell from that holy and happy state; in consequence of which all mankind are now sinners, not by constraint but choice; being by nature utterly void of that holiness required by the law of God, positively inclined to evil; and therefore under just condemnation to eternal ruin, without defense or excuse.

IV. THE WAY OF SALVATION.

We believe that the Scriptures teach that the salvation of sinners is wholly of grace; through the mediatorial offices of the Son of God; who by the appointment of the Father, freely took upon him our nature, yet without sin; honored the divine law by his personal obedience, and by his death made a full atonement for our sins; that having risen from the dead, he is now enthroned in heaven; and uniting in his wonderful person the tenderest sympathies with divine perfections, he is in every way qualified to be a suitable; a compassionate, and an all-sufficient Savior.

V. JUSTIFICATION

We believe the Scriptures teach that the great Gospel blessing which Christ secures to such as believe in him is justification; that justification includes the pardon of sin, and the promise of eternal life on principles of righteousness; that it is bestowed, not in consideration of any works of righteousness which we have done, but solely through faith in the Redeemer's blood; by virtue of which faith his perfect righteousness is freely imputed to us of God; that it brings us into a state of most blessed peace and favor with God, and secures every other blessing needful for time and eternity.

VI. THE FREENESS OF SALVATION.

We believe that the Scriptures teach that the blessings of salvation are made free to all by the Gospel; that it is the immediate duty of all to accept them by cordial, penitent and obedient faith; and that nothing prevents the salvation of the greatest sinner on earth, but his own determined depravity and voluntary rejection of the "Gospel; which rejection involves him in an aggravated condemnation.

VII. REGENERATION

We believe that the Scriptures teach that in order to be saved, sinners must be regenerated, or born again; that regeneration consists in giving a holy disposition to the mind that it is effective in a manner above our comprehension by the power of the Holy Spirit in connection with divine truth, so as to secure our voluntary obedience to the Gospel; and that its proper evidence appears in the holy fruits of repentance and faith, and newness of life.

VIII. REPENTANCE AND FAITH

We believe the Scriptures teach that repentance and faith are sacred duties, and also inseparable graces, wrought in our souls by the regenerating Spirit of God; whereby being deeply convinced of our guilt, danger and helplessness and of the way of salvation by Christ, we turn to God with unfeigned contrition, confession, and supplication for mercy; at the same time heartily receiving the Lord Jesus Christ as our prophet, priest and king, and relying on him alone as the only and all-sufficient Savior.

IX. GOD'S PURPOSE OF GRACE

We believe the Scriptures teach that election is the eternal purpose of God, according to which he graciously regenerates, sanctifies and saves sinners; that being perfectly consistent with the free agency of man, it comprehends all the means in connection with the end; that it is a most glorious display of God's sovereign goodness, being infinitely free, wise, holy and unchangeable; that it utterly excludes boasting and promotes humility, love, prayer, praise, trust in God, and active imitation of his free mercy; that it encourages the use of means in the highest degree; that it may be ascertained by its effects in all who truly believe the Gospel; that it is the foundation of Christian assurance; and that to ascertain it with regard to ourselves demands and deserves the utmost diligence.

X. SANCTIFICATION.

We believe the Scriptures teach that Sanctification is the process by which, according to the will of God, we are made partakers of his holiness; that it is a progressive work; that it is begun in regeneration; and that it is carried on in the hearts of believers by the presence and power of the Holy Spirit, the Sealer and Comforter, in the continual use of the appointed means especially the word of God, self-examination, self-denial, watchfulness, and prayer.

XI. PERSEVERANCE OF SAINTS.

We believe the Scriptures teach that such only are real believers as endure to the end; that their persevering attachment to Christ is the grand mark which distinguishes them from superficial professors; that a special Providence watches over their welfare; and they are kept by the power of God through faith unto salvation.

XII. THE LAW AND GOSPEL.

We believe the Scriptures teach that the law of God is the eternal and unchangeable rule of his moral government; that it is holy, just and good; and that the inability which the Scriptures ascribe to fallen men to fulfill its precepts, arise entirely from their love of sin; to deliver them from which, and to restore them through a Mediator to unfeigned obedience to the holy Law, is one great end of the Gospel, and of the Means of Grace connected with the establishment of the visible church.

XIII. A GOSPEL CHURCH.

We believe the Scriptures teach that a visible church of Christ is a congregation of baptized believers, associated by a covenant in the faith and fellowship of the Gospel; observing the ordinances of Christ; governed by his laws; and exercising the gifts, rights, and privileges invested in them by His Word; that its only scriptural officers are Bishops or Pastors, and Deacons whose Qualifications, claims and duties are defined in the Epistles to Timothy and Titus.

XIV. BAPTISM AND THE LORD'S SUPPER.

We believe the Scriptures teach that Christian baptism is the immersion in water of a believer, into the name of the Father, and Son, and Holy Ghost; to show forth in a solemn and beautiful emblem, our faith in the crucified, buried, and risen Savior, with its effect, in our death to sin and resurrection to a new life; that it is prerequisite to the privileges of a church relation; and to the Lord's Supper, in which the members of the church, by the sacred use of bread and wine, are to commemorate together the dying love of Christ; preceded always by solemn self-examination.

XV. THE CHRISTIAN SABBATH.

We believe the Scriptures teach that the first day of the week is the Lord's Day, or Christian Sabbath, and is to be kept sacred to religious purposes, by abstaining from all secular labor and sinful recreations; by the devout observation of all the means of grace, both private and public, and by preparation for the rest that remaineth for the people of God.

XVI. RIGHTEOUS AND WICKED.

We believe the Scriptures teach that there is a radical and essential difference between the righteous and the wicked; that such only as through faith are justified in the name of the Lord Jesus, and sanctified by the Spirit of our God, are truly righteous in his esteem; while all such as continue in impenitence and unbelief are in his sight wicked, and under the curse; and this distinction holds among men both in and after death.

XVII. THE WORLD TO COME

We believe the Scriptures teach that the end of the world is approaching; that at the last day, Christ will descend from heaven, and raise the dead from the grave for final retribution; that a solemn separation will then take place; that the wicked will be adjudged to endless punishment, and the righteous to endless joy; and that this judgment will fix forever the final state of men in heaven or hell, on principles of righteousness.

MISSION STATEMENT

It shall be the function of the church to teach that the Bible is the inspired Word of God and the sole authority for faith and practice and to engage its members to adhere to all of the teachings of Jesus Christ by holding regular worship services, by preaching the gospel message and urging its personal acceptance, by encouraging prayer, gifts, study and services in an effort to establish the Kingdom of God throughout the world, to promote systematic Bible Study, church policy training, department training for the church services and participation, to enlist every member to church activities, church school and periodic workshops, to do charitable and/or educate works through kindergarten, daycare centers, senior citizens, programs or methods approved by the Church Body.

BY-LAWS OF SAINT LUKE BAPTIST CHURCH

NAME

The name of this organization in the Saint Luke Baptist Church. It is hereafter referred to as the "Church." This church is a non-profit organization.

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. there shall be no meeting of the church without an approved agenda.

OFFICERS

Note: None of the following positions of the church body at any given time shall be held jointly by any one person, except with the consent of the pastor.

A. PASTOR

THE PASTOR. Shall be the Spiritual and temporal leader of the church. He shall be the principal representative of the church and shall generally supervise all the affairs of the church. He shall appoint committees as they are needed. The Pastor shall live an exemplary Christian life and shall be responsible for all the preaching, teaching, counseling, to and among the congregation. He shall visit the sick, infirm, destitute and afflicted and exercise Pastoral care among the members; he shall devote himself diligently to instruction and training of the membership. He shall, when in his judgement the occasion shall call for it, comfort, instruct, reprove and admonish the members privately and publicly. He shall supervise all activities within the congregation as Shepard. The Pastor shall promote a spirit of peace and good will among members of the congregation.

B. ASSISTANT PASTOR

THE ASSISTANT PASTOR shall also be a spiritual and temporal leader of the church. The Assistant Pastor shall in the absence of the Pastor, perform the duties of the Pastor or appoint temporarily another person to do so and perform such duties as assigned him by the Pastor.

C. CHAIRMAN OF BOARD OF DEACONS

THE CHAIRMAN OF DEACONS shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

D. DEACONS

THE DEACONS of this church shall possess those qualities as set forth in Acts 6:3 and I Timothy 3:8-12. The Deacons shall assist the Pastor in carrying out the church's program. The church shall select as many Deacons as the Pastor and church deems necessary to serve the congregation.

E. CHURCH SECRETARY

THE CHURCH SECRETARY works under the direct supervision of the Pastor and supervise the following elected or appointed officers; keep accurate record of membership, letters, correspondence and other communication; typing official business letters and keeping ample supplies on hand.

F. TRUSTEES

THE TRUSTEES - Effective trustees will function as Christian stewards of property God has entrusted to the congregation. This includes supervising and maintaining both the physical property of the congregation and gifts made to the congregation so that the ministries of the congregation can be effective and all legal requirements related to the property are satisfied.

G. FINANCE COMMITTEE

FINANCE COMMITTEE - All business transactions will be preceded by prayer. The money will be counted after services with a minimum of three (3) committeemen. Please open each envelope and count its contents. Compare the cash count with written amounts. Give empty envelopes to the financial secretary, or person responsible for recording contributions or the record of individuals members. Envelopes should be retained for at least 3 years. The finance committee is charged with the responsibility to see that the money which is given to the church is used by the church as approved in the budget when adopted by the church. This committee will protect the church from individuals or groups who would make unnecessary expenditures of money.

H. CHOIR MEMBERS

CHOIR MEMBERS Any choir member missing three consecutive rehearsals will be warned of duty. Legitimate excuses for not attending rehearsals are as follows:

- (a) Illness. (b) Bereavement, (c) Work hours, (d) a dependent relative, (e) taking a course of study, (f) death. The following must be done by choir members who have a bona fide excuse for not attending rehearsals: Contact the president, vice president, secretary, matron or director.

I. USHERS

USHERS should be a Christian who is willing to serve and share his religion with others. He should be a person with unusual personality, polite, obliging and alert. The usher must have the ability to make strangers feel welcome in a strange place. He should have a watchful eye. The usher's chief aim and desire should be to see that a stranger or member enjoy the service in peace, comfort and undisturbed while in church. It is the usher's duty to preserve decorum, render service to members and friends from the time they reach the building until they leave. The chief usher or president will assign ushers to their stations.

J. FUNERAL and BURIAL SERVICES**St. Luke Baptist Church**

FUNERAL and BURIAL POLICY – It is the desire of the church to assist members of the church and the community with respectfully laying their love ones to rest.

Initial Contact:

The family should contact the chair of the burial committee (the designated deacon.) The designated deacon will contact the Pastor.

The family should complete the burial packet which includes all information related to the pending funeral service. This packet includes a listing of the desires of the family regarding the use of the church, burial ground, fellowship hall, etc. The deacon will serve as the liaison between the family and the Pastor.

Cost:

(See membership section for definitions and details)

Member Emeritus: No charge

Active Member: No charge

Non-Active Member: Half of each detailed charge

Non-Member: Full cost of each detailed charge

The full cost of funeral services shall be as follows:

Church	\$500.00
Cemetery Burial Plot	\$2,000.00
Fellowship Hall	\$300.00
Footstone	<u>\$150.00</u>
Total	\$2,950.00

STATEMENT of CONSTITUTION of BIBICAL MARRIAGE

This church believes in the sanctity of the marital union as described in Scripture: God created the first marriage as a sacred covenant relationship between one man and one woman for the purposes of procreation, companionship and dominion over creation, in keeping with the covenant relationship God himself established with his own creation. (Genesis 2:15-24; Romans 1:16-32)

According to Scripture, God's definition of marriage is a union between one man and one woman. This holy union provides for the physical, the sexual, the mental, the emotional, the moral, the spiritual and the economic completeness of two individuals in a covenant relationship.

This church affirms that all marriage ceremonies performed in the name of this church and any related celebrations or activities allowed in its facility shall be for unions that meet the standards named in this church constitution, and further that church ministers and staff engage only in marriage ceremonies in keeping with this church's adopted biblical and theological definition of marriage.

WEDDING POLICY

WEDDINGS

1. Do not set a wedding date until it is cleared with the Pastor if his services are desired.
2. When the wedding date is set, secure your license at least one to three days before your wedding.
3. After you have gotten your license, bring them to the Pastor's office and leave them until the date of the wedding, if the wedding is to be at the church.
4. If the wedding is to be elsewhere, leave the license with the Pastor the day you receive them.
5. A pre-wedding conference is required before the ceremony is performed. The date should be set at least two weeks prior to the wedding.

FINANCING of THE CHURCH

God works by plans. He has a plan for everything. He had a plan when He made the universe. He had a plan when He made a man, and He had a plan for the human family on the earth. He also had a plan for the financing of the great program of work He gave the church and spreading of His message. God gives our only plan of church financing in the Bible and that is by the tithes and offerings of His people.

MEMBERS

A member in good and regular standing is required first of all to be faithful in his duties, regularly attend the worship services of the church, to contribute cheerfully and regularly for the expenses of the church, the support of the ministry, relief of the poor and the spreading of the gospel through all nations. Such a member in good and regular standing shall have the right to act and vote in the transactions of the business of the church. If any member fails to contribute to the financial support of the church for a period of two months, such member shall be notified of his arrears. If such a notice goes unheeded by such member for a period of 30 days, he automatically ceases to be a member in good and regular standing and shall be placed on the inactive membership roll of the church, and be classified as an inactive member until such time as he meets with the Pastor and Deacons, and be reinstated to the church and pledges to support the church in the future.

The inactive member shall be permitted to worship and take the Lord's supper, but he shall not hold office and have membership on the Board of Deacons, Deaconess, Mother, Trustee, Teaching Staff, or be a member of any singing group, club or ushers. He shall not have the right to act and vote in the transaction of business of the church. Any member on the inactive roll may be notified by Chairman of Deacons by mail.

CHOIRS

Anyone who is in good and regular standing with the church who wishes to join the choirs:

1. Make application to the choirs of his choice with the president.
2. The president will recommend this person to the choir.
3. After a vote by the choir the applicant will become a member of the choir.

ST. LUKE BAPTIST CHURCH MINISTRIES

DEACONS MINISTRY

The Deacons of this church possess those qualities in Acts 6:3 and I Timothy 3:8-12. Their functions are administrative in nature. They also, along with their spouses, the Deaconesses, assist with serving of Holy Communion to the congregation and the sick and shut-in members.

DEACONESS MINISTRY

Deaconesses assist with the preparation and serving of Holy Communion to the congregation and the sick and shut-in members. They also prepare/maintain clothing for candidates for baptism and assist with the baptism service.

TRUSTEES

Matthew 25:14 (KJV) *"For the kingdom is a man traveling into a far country, who his own servants, and delivered unto them his goods."* Their main duty, among others, is to safeguard the finances of the church.

CHURCH SECRETARY

Purpose: To provide clerical support for the Pastor and the Church.

Objectives: To provide administrative support for the Pastor, thus ensuring that the overall operation of the Church and its leader's goals are successfully met.

Duties of the Secretary:

1. Keep and maintain church records in folders and categorize such records in the file cabinet.
2. Record and type Church Meeting Minutes. File them accordingly as these are historical documents.
3. Make church and community based announcements during Sunday morning worship services. Note, ALL announcements are reviewed by the Pastor before they are made public.

PASTOR'S AIDE MINISTRY

The Pastor's Aide Ministry is designed to assist the Pastor and his family with personal care. It helps the Pastor's time spent at the church as comfortable and enjoyable as possible providing personal comforts to assist him during his time of ministry. The ministry also provides the pastor financial support as he joins other ministers and pastors in local and national convention in learning more and better ways to enhance his congregation.

EVENTS COORDINATOR

The Events Coordinator is responsible for the planning of specific events as directed by the pastor from conception to completion. They will coordinate with Pastor in the details for engagements that he is scheduled to attend. They will also be responsible for special guest, artist or group events that are planned for the local assembly. Duties include travel, hotel and dinning arrangements, event layout, materials and staff.

MISSION MINISTRY

Mission is empowering Christians to work for the cause of Christ. We endeavor to act upon our love for God through the Holy Spirit and serve the needs of His people. We endeavor to minister to all far and near, to serve without constraint or hesitancy. Our goal is to fulfill the great commission found in Matthew 28:19-20, "*....to go ye therefore and make disciples of all nations....*"

SUNDAY SCHOOL

Sunday School is the foundational strategy in the local church for leading people to faith in the Lord Jesus Christ. The goal of the teaching is to lead people to encounter the life changing experience of knowing Jesus and learning what it means to follow Him. It is to inspire families to live a lifelong commitment to Lord through the teaching of His word.

PRAYER MINISTRY

The prayer Ministry is a weekly coming together of saints who feel led by God to intercede for the church as a corporate body, as well as for individual who may be experiencing challenging times. Prayers are also lifted for our community, our state, our nation, and for the world.

HOSPITALITY MINISTRY

The Hospitality Ministry provides generous and friendly treatment of visitors and guest at social functions requiring food. Coordinate and serve food as required; making sure the atmosphere is conducive to a wonderful dining experience.

GREETERS MINISTRY

"Hello, how are you today; glad to see you; welcome to St. Luke Church. Thank you for being a part of our service today." These are words that you will hear from our greeters. Their goal is that you will echo the words of Psalm 122:1, *"I was glad when they said unto me; let us go into the house of the LORD..."*

USHERS MINISTRY

Psalm 84:10 *"I would rather be doorkeeper in the house of my God..."*

The Ushers Ministry provides information to guide individuals through church services. They include, but not limited to, assisting with seating, providing bulletins, envelopes and other materials, location of facilities and information for a comfortable and enjoyable worship experience.

MUSIC MINISTRY

ADULT PRAISE TEAM MINISTRY

Opening up the worship service, the Praise Ministry sets the tone and atmosphere for the spirit filled worship experience. It is designed to bring all hearts and minds into focus as we join together in praise to our Holy God.

YOUTH WORSHIP TEAM

Membership on the SLBC Youth Worship Team is a position of Christian leadership. The primary function is to lead the congregation in true worship under the guidance of the Holy Spirit. Members strive through prayer and example to have a pure heart before God and others.

MASS CHOIR

Minstrels unto the Lord through song as part of the regular morning worship. This choir consists of members from all choirs that desire to be a part of this ministry including Musical Choir, Male Chorus, Between the Hands Choir and Teen Choir.

BETWEEN THE HANDS CHORUS

A Young Adult Choir consisting of male and female singers, developed to enhance the worship experience of younger saints as well as the mature members. They feature a contemporary sound as well as traditional music. Their purpose is to sing unto the "Most High," so that souls may be connected to God, and live to be forever changed.

CHILDREN of PRAISE CHOIR (COP)

The Children of Praise is the St. Luke Baptist Church's children choir. Their ages range from three to twelve years of age. They sing praises to God with exuberance and enthusiasm. They are truly a blessing to God.

MALE CHORUS

The Male Chorus provide musical compliment to the worship service. Our goal is to uplift the name of Jesus through song. We live our lives as role models and mentors for the younger generation of males. This ministry through song can fill a void lacking in the lives of young people.

JUBILEE CHOIR

The Jubilee choir continues the traditions of our forefathers by singing acapella, hymns, spiritual and gospel songs. This style of singing will attract those more advanced in age remembering the black experience in America.

C.U.T. (Christians Utilizing Technology)

As the world continues to advance and new technology is developed there is a need for trained professionals to operate this equipment. The CUT Ministry provides this vital service to the church family. The worship experience is greatly enhanced by audio and video service. The ministry controls the sound system, video screens and monitors. They record the services and make available worship by CD's, DVD's and internet.

YOUTH MINISTRY

This ministry's intentions are to help youth find their meaning or purpose in the church body. It encourages the youth to actively participate in the worship experience through song, dance, ushering, drama, and all aspects of the church life. They are also given opportunities to interact socially through community activities.

PRAISE DANCERS

The foundation of any Liturgical Dance ministry must be rooted in a personal relationship with God. Praise dancing presents a message of witness, worship and praise which reaches out to help the young and old. We present a clear message of salvation, deliverance, divine power, joy and favor. It is our prayer that the ministry will bring others closer to Christ and touches the hearts of those who do not know Him, giving them a desire to be in His presence.

MIME MINISTRY

Mime is defined as someone who uses theatrical medium or as a performance art. Thus, derives the Mime Ministry. The group is comprised of male and female members. They, in the church setting, tell a story through body movements, without speech, but with the use of music and lyrics. They are a part of the Liturgical Dance Ministry.

DRAMA MINISTRY (Performance Arts)

This ministry's objectives are to enhance the knowledge, wisdom and understanding of the gospel of Jesus Christ, from practical living, yet help bring hope of eternal life through dramatization.

NURSERY MINISTRY

The Nursery is available to provide safe and loving care during regular morning service to infants and toddlers from six (6) weeks to four (4) years of age. They receive age appropriate devotion and other activities to help grow them up in a way they should go.

HEALTH MINISTRY

The Health Ministry serve as a resource for SLBC, to assist in learning about healthy living, and to facilitate, maintain healthy lifestyles. They assist members in ill health and provide weekly health tips. They also keep the church current with changes in health care.

EXERCISE MINISTRY**CCAP-Christ Centered Activity Partners**

This class is administered by a certified fitness/health instructor. The purpose is to encourage and maintain a healthy body through increased activity and healthy diets.

CHURCH SEXTON

The Church Sexton provides custodial services for the temple of God. He makes sure the building is clean of debris, removing trash, and takes care of the general cleanliness of the building. He maintains the comfort level of the building and provides all necessary commodities.

CLATIC (Christian Ladies Associating Together In Christ)

The CLATIC Ministry was born out of the desire for women of faith to find common grounds in relations to each other. It is designed to share life's experiences through a weekend of fellowship, worship, and other expressions of love for God, or fellow sisters in Christ; and for life as we explore the world.

SLBC FOOD PANTRY MINISTRY

"Meeting the Needs of the Community"

Hours of Operation ~Wednesdays, 10:00am-2:00pm.

We are an agent of the Harvest Hope Food Bank, under the direction of the United States Department of Agriculture or USDA. This Emergency Food Assistance Program provides for families in need without cost to the recipient. The food pantry's mission is to help families meet their nutritional needs by subsidizing their food expenses.

DECORATION COMMITTEE MINISTRY

The SLBC Decoration Committee members decorates the church for special events. This is done with the use of furniture pieces designed for the specific areas and floral arrangements. They also decorate for holidays as Christmas, Easter and also anniversaries. Their endeavor is to beautify the edifice, thus, providing a beautiful environment of worship to our Lord and Savior, Jesus Christ.

***Special Called Meeting
St. Luke Baptist Church
183 St. Luke Church Road
Winnsboro, SC
Deacon Kirk Chappell, Presiding***

December 26, 2020; 10:00 am

Opening statement from Deacon Kirk Chappell

Please turn your radio to 95.5

Statement from Deacon Chappell: This is the day that the Lord has made, let us rejoice and be glade in it.

To set things in order:

There are over 50 people attending the meeting. According to the by-laws it is required to have 25 people to open up and conduct business, so the quota is met. We have 52 people who have signed the roster, so we will proceed.

Opening prayer – Deacon Kirk Chappell

Scripture Matthew 16:18

Deacon Kirk Chappell This is a special called meeting, I will verbally give the agenda

The Agenda is as follows

Call to order

Invocation

Scripture

One (1) item for discussion – The Pastor's Position

Adjournment

(Agenda repeated)

Deacon Chappell called for a motion and second for approval of the agenda

Trustee Curtis Brown motioned to accept the agenda as presented

Brother Willie Wilburn – seconded the motion

Dea. Chappell: Any questions concerning the motion?

Horns symbolic of your voice

All in favor – sound car horns (horns sounded)

All against the motion – sound car horns – (none- opposed)

Motion carried.

Deacon Chappell stated: The Board of Deacons met and from that meeting they recommend - that the Pastor Terry be terminated as pastor of St. Luke Baptist Church. The majority of the deacons agreed to this decision.

This recommendation will be of a general, brief nature and not in detail. Two reasons for the recommendation:

1. Not following:
 - a. The Baptist Doctrine
 - b. The church covenant
 - c. The church by-laws
2. Misconduct, poor judgement and un-ethical practices
 - a. He sign a loan for the church at the bank without notification to the deacons, trustees or church members
 - b. He changed the locks on the church doors;
 - c. He called the police on church members, this occurred twice; it is a matter of public records at the sheriff's office.

Deacon Chappell called for a motion to accept or reject the deacon's recommendation to terminate the pastor.

Trustee Curtis Brown made a motion that we accept the recommendation from the deacons to terminate the pastor.

Brother Willie Wilburn, second the motion.

Deacon Chappell called for any questions concerning the motion. There were none.

He then called for those in favor of the motion to sound their car horns. (They sounded)

He called for those who oppose the motion to sound their car horns – (none sounded).

Motion carried.

Deacon Chappell introduced Rev. Dr. Preston Harrison from the Blackjack Baptist Church, Winnsboro, SC.

Dr. Preston Harrison gave his credentials:

- a. Pastor of the Blackjack Baptist Church
- b. Gethsemane Baptist Association, Dean of Christian Education
- c. Gethsemane Area Representative of the Midlands

1. Dr. Preston stated that his job as mediator will be to watch over and certify the voting. He further stated that neither he as moderator nor the deacons can tell anyone how to vote.
2. According to your church constitution and by-laws the majority rule. Please pray about decision, feel good about it and do what is best for the church and not for yourself. This is an official vote and it will be counted. Your yea or nay cannot be changed.
3. When the voting is completed, the first person to be notified will be the pastor, regardless of the outcome. He must be informed by letter.

Deacon Chappell stated: Let the records show that

The voting will began at 10:22 AM and will end promptly at 1:00 PM

Deacon Chappell instructed those in attendance to drive up to the table, receive their ballots and vote; someone will be there to assist you. The ballots were then placed in a locked box and will not be opened until 1:00 pm.

Deacon Chappell stated that after the voting, he will get with the deacons, then make sure that the first person that is notified is the Pastor before any information is given out. After he is notified the information will be distributed. I appreciate you coming to this special meeting. To God be the glory.

The results of the voting were unanimous decision to terminate the pastor.

Deacon Kirk Chappell

Presiding Official

The ballot has two blocks

☐

Yes to terminate

☐

Do not terminate

EXHIBIT C

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**ORDER FOR TEMPORARY
INJUNCTION**

This matter came before the Court on January 27, 2021, for a hearing on Plaintiff's Motion for a Temporary Injunction ("Plaintiff's Motion") restraining and enjoining Defendant and those acting in concert or participation with Defendant from: attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor; interfering in any way with the ministerial and business operations of Saint Luke Baptist Church; taking any action that interfere with the Saint Luke Baptist Church's enjoyment and use of its real or personal property; taking any action with respect to Saint Luke Baptist Church's banking and financial accounts and relinquish all access to financial and banking platforms; including the username and password; otherwise interfering with the normal duties and responsibilities of the officers; ministers and/or other employees of the Saint Luke Baptist Church or the governing body of Saint Luke Baptist Church; and engaging in the use of Saint Luke Baptist Church's social media accounts and relinquish all access to such, including the username and password.

Based on the pleadings filed herein, Plaintiff's Memorandum of Law, Affidavits, along with the information and arguments presented during the hearing, this Court finds that Plaintiff's Motion should be granted.

Legal Authority

"The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it." Compton v. S.C. Dept. of Corrections, 392 S.C. 361, 366; 709 S.E.2d 639, 642 (2011) (citing Powell v. Immanuel Baptist Church, 261 S.C. 219, 221; 199 S.E.2d 60, 61 (1973)). To obtain a preliminary injunction, the moving party must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. Id. The moving party must establish that: (1) it will suffer immediate, irreparable harm without the injunction; (2) it has a likelihood of success on the merits; and (3) it has no adequate remedy at law. Id. In evaluating whether Plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the moving party has made a sufficient *prima facie* showing of entitlement to relief. Id.

"In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant and grant an injunction which seems most consistent with justice and equity under the circumstances of the case." Id. The Court should be mindful that injunctions are routinely granted "even though the injunctive remedy may cause some economic hardship" to the defendant. Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 274-275; 363 S.E.2d 891, 896 (1987).

Analysis

This Court finds that Plaintiff has established that: (1) it will suffer immediate, irreparable harm without the injunction; (2) it has a likelihood of success on the merits; and (3) it has no adequate remedy at law.

Plaintiff operates as “congregational rule” church, in accordance with its Bylaws, which have been in existence since on or about May 23, 1984. In accordance with the Bylaws, the Church is led by a pastor, who is appointed by the congregation on recommendation of the Board of Deacons. Following a recommendation by the Board of Deacons and a vote by the congregation, Rev. Rayshawn Terry was appointed as the 11th Pastor of Saint Luke on August 1, 2019.

On December 26, 2020, 68 of the Church’s 125 active members, which exceeded the 25 members necessary for a quorum, gathered for a quarterly business meeting. Notification of this business meeting was sent to all listed Church members via text message and telephone calls three days in advance of the meeting. Subsequently, the congregation accepted the Deacon’s recommendation, and unanimously voted to remove Rev. Terry as Pastor. The vote included all members who were 12 years of age and over. Rev. Terry was notified of the vote in writing on December 26, 2020.

After being removed from his position as Pastor of Saint Luke, Rev. Terry continues to contact members of the Church and financial institutions and holds himself out as having the authority to act on behalf of the Church. On December 30, 2020, Rev. Terry was notified in writing to cease and desist all attempts to act with the authority of Pastor of Saint Luke; and was served by the Lancaster County Sheriff’s Office on January 5, 2021, with the letter notifying him of his removal as Pastor and the cease-and-desist letter. On January 9, 2021, Saint Luke Chairman of Deacons, notified the Fairfield County Sheriff’s Office that Rev. Terry had notified the Church’s online giving platform to remove all persons as account owners other than himself from the account and has refused to relinquish control of such.

Irreparable Harm to Plaintiff

Since inception, Saint Luke has had transitions of leadership from one Pastor to the next, weather voluntary or otherwise. The Church's Bylaws serve as governance in order to facilitate this transition. The Church, acting as one body, has the authority to hold business meetings and vote accordingly on business affairs of the Church. Moreover, Saint Luke has provided the community with a peaceful place of worship for 127 years under the unified leadership of an appointed Pastor.

In this instance, Rev. Terry, despite an authorized vote by the congregation removing him as Pastor, continues to interfere with the business and financial affairs of Saint Luke. Immediate and irreparable injury, loss, and/or damages will result to Saint Luke and the Gethsemane Missionary Baptist Association unless Defendant is restrained as provided herein. Plaintiff will suffer immediate and irreparable injury as a result of these actions by Defendant, which have prevented Plaintiff from continuing peaceful worship within the community and conducting the business affairs of the Church.

Plaintiff is Likely to Prevail on the Merits of This Action

Plaintiff's Bylaws are the governing documents for the organization and have been utilized for 36 years. The Bylaws authorize the Church to hold quarterly meetings to conduct the business of the Church, of which a quorum must be present. In accordance with its Bylaws, Plaintiff acted within its authority and the removal of Defendant as Pastor was valid. Thus, Saint Luke is likely to succeed on the merits.

Plaintiff Does Not Have an Adequate Legal Remedy at Law

Any legal remedy, such as monetary damages, would be inadequate in this case because Defendant's conduct is prohibiting the members of Saint Luke from practicing their faith in their

ordinary and customary manner. Specifically, Defendant's conduct caused a level of confusion which discourages participation in Saint Luke activities, which has the potential of reducing participation in the Church. Further, Defendant's interference with the banking services threatens long standing banking relationships which took years to develop.

Conclusion

Based on the information presently before the Court, an injunction is needed to maintain the status quo and prevent Plaintiff from suffering irreparable injury, loss, and damage. Plaintiff has further established that it is likely to succeed on the merits and that other remedies that might be available to plaintiff are inadequate.

WHEREFORE, IT IS HEREBY ORDERED that Defendant and those acting in concert or participation with Defendant are hereby restrained and enjoined from:

- (1) Attempting to act on behalf of Saint Luke Baptist Church in any capacity, to include the position of Pastor:
 - a. Defendant shall immediately relinquish the username and password to all social media accounts in the name of "Saint Luke Baptist Church," "SLBC," or "SLBCW" to include but not limited to Instagram, LinkedIn, Twitter, and Facebook.
 - b. If social media accounts were paid for by Defendant, he must provide receipts showing costs and shall be reimbursed by Saint Luke Baptist Church.
- (2) Interfering with financial accounts of Saint Luke Baptist Church, to include the following:

- a. Defendant shall be immediately removed as account holder, representative, or signer from Saint Luke Baptist Church's First Horizon Bank Accounts, checking, savings, loans, or otherwise.
- b. An exemplified copy of this Order shall act as authority of the Court that First Horizon Bank shall act consistently with the terms of the court Order and shall no longer consider Rayshawn Terry to be an agent or authority for the church.
- c. Defendant shall be immediately removed as account holder, representative, or signer from Saint Luke Baptist Church's online giving platform Subsplash.
- d. The following Saint Luke Baptist Church Trustees shall be the only named account holders for Saint Luke Baptist Church Accounts held at First Horizon Bank: Mr. Curtis Brown, Mr. Odell McCants, Jr., and Mrs. Janice M. Padgett.
- e. The Saint Luke Baptist Church Trustees shall cause a monthly reconciliation of all financial accounts during the pendency of this action and shall make monthly financial reports available to all active members of Saint Luke Baptist Church. A copy shall be transmitted to defense counsel of record for transparency of finances.
- f. Defendant shall immediately relinquish the username and password to all online giving platforms created in the name of Saint Luke Baptist Church. If such platforms were paid

for by Defendant, he must provide receipts showing costs
and will be reimbursed by Saint Luke Baptist Church.

- (3) Making disparaging comments on any social media or virtual platforms, to include but not limited to, Instagram, LinkedIn, Twitter, Facebook, and Zoom, regarding Saint Luke Baptist Church, its members, Board of Deacons, Interim Pastor, or the Gethsemane Missionary Baptist Association. Plaintiff is likewise prohibited from making disparaging comments on any social media or virtual platforms, to include but not limited to, Instagram, LinkedIn, Twitter, Facebook, and Zoom, regarding Defendant.

IT IS FURTHER ORDERED THAT Saint Luke Baptist Church shall have a meeting of the members of the Church, not to be held before February 15, 2021, but within 30 days of this Order, wherein the congregation shall vote on the matter of who will be the Pastor or Interim Pastor of the Church moving forward. The Defendant's attendance is prohibited. The meeting will be noticed by announcement each Sunday during Saint Luke Baptist Church service two (2) weeks prior to the date of the meeting and such other means ordinarily used by the Church.

Nothing in this order is intended to prohibit or restrict Saint Luke Baptist Church from holding regular services with an Interim Pastor. Additionally, the Court reserves the right to consider sanctions for violation of this Order by either Plaintiff or Defendant.

IT IS SO ORDERED.

The Honorable Eugene C. Griffith, Jr.
Chief Administrative Judge for the Sixth Circuit

January _____, 2021
Columbia, South Carolina



Fairfield Common Pleas

Case Caption: Saint Luke Baptist Church VS Rayshawn Terry
Case Number: 2021CP2000024
Type: Order/Temporary Injunction

It is so ordered

Eugene C. Griffith, Jr. 2154

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EXHIBIT D

SAINT LUKE BAPTIST CHURCH

BY-LAWS, MISSION and MINISTRIES

TABLE OF CONTENTS

- I. Church Covenant**
- II. Church Mission Statement**
- III. Church By-Laws**
- IV. Church Ministries**

CHURCH COVENANT

Having been lead as we believe by the Spirit of God, to receive the Lord Jesus Christ as our Savior and, on the profession of our faith, having been baptized in the name of the Father, and the Son, and of the Holy Spirit, we do now in the presence of God and this assembly, most and joyfully enter into covenant with one another as one body in Christ.

WE, ENGAGE, THEREFORE, by the aid of the Holy Spirit to walk together in Christian love; to strive for the advancement of this church in knowledge, holiness, and comfort; to promote its prosperity and spirituality; to sustain its worship, ordinances, discipline, and doctrine to contribute cheerfully and regularly to support the ministry, the expenses of the church, the relief of the poor, and the spreading of the gospel through all nations.

WE ALSO ENGAGE to maintain family and secret devotions; to religiously educate our children; to seek the salvation of our kindred and acquaintances; to walk circumspectly in the world; to be just in our dealings, faithful in our engagements, and exemplary in our department; to avoid all tattling, backbiting, and excessive anger; to abstain from the sale of and use of intoxicating drinks as a beverage; to be zealous in our efforts to advance the Kingdom of our Savior.

WE FURTHER ENGAGE to watch over one another in brotherly love; to remember one another in prayer; to aid one another in sickness and distress; to cultivate Christian sympathy in feeling and Christian courtesy in speech; to be slow to take offence, but always ready for reconciliation and mindful of the rules of our Savior to secure it without delay.

WE MOREOVER ENGAGE THAT WHEN we remove from this place, we will, as soon as possible, unite with some other church where we can carry out the spirit of this covenant and the principles of God's Word.

**AND NOW UNTO HIM WHO BROUGHT AGAIN FROM THE DEAD, OUR
LORD, AMEN.**

Articles of Faith

I. THE SCRIPTURES.

We believe that the Holy Bible was written by men divinely inspired, and is a perfect treasure of heavenly instruction: that it has God for its author, salvation for its end, and truth without any mixture of error for its matter; that it reveals the principles by which God will judge us, and therefore is, and shall remain to the end of the world, the true center of Christian union, and the supreme standard by which all human conduct, creeds, and opinions shall be tried.

II. THE TRUE GOD.

We believe the Scriptures teach that there is one, and only one, living and true God, an infinite, intelligent Spirit, whose name is Jehovah, the Maker and Supreme Ruler of heaven and earth; inexpressibly glorious in holiness, and worthy of all possible honor confidence and love; that in the unity of the Godhead there are three persons, the Father, the Son, and the Holy Ghost; equal in every divine perfection, and executing distinct but harmonious offices in the great work of redemption.

III. THE FALL OF MAN

We believe the Scriptures teach that Man was created in holiness, under the law of his Maker; but by voluntary transgressions fell from that holy and happy state; in consequence of which all mankind are now sinners, not by constraint but choice; being by nature utterly void of that holiness required by the law of God, positively inclined to evil; and therefore under just condemnation to eternal ruin, without defense or excuse.

IV. THE WAY OF SALVATION.

We believe that the Scriptures teach that the salvation of sinners is wholly of grace; through the mediatorial offices of the Son of God; who by the appointment of the Father, freely took upon him our nature, yet without sin; honored the divine law by his personal obedience, and by his death made a full atonement for our sins; that having risen from the dead, he is now enthroned in heaven; and uniting in his wonderful person the tenderest sympathies with divine perfections, he is in every way qualified to be a suitable; a compassionate, and an all-sufficient Savior.

V. JUSTIFICATION

We believe the Scriptures teach that the great Gospel blessing which Christ secures to such as believe in him is justification; that justification includes the pardon of sin, and the promise of eternal life on principles of righteousness; that it is bestowed, not in consideration of any works of righteousness which we have done, but solely through faith in the Redeemer's blood; by virtue of which faith his perfect righteousness is freely imputed to us of God; that it brings us into a state of most blessed peace and favor with God, and secures every other blessing needful for time and eternity.

VI. THE FREEDOM OF SALVATION.

We believe that the Scriptures teach that the blessings of salvation are made free to all by the Gospel; that it is the immediate duty of all to accept them by cordial, penitent and obedient faith; and that nothing prevents the salvation of the greatest sinner on earth, but his own determined depravity and voluntary rejection of the "Gospel; which rejection involves him in an aggravated condemnation.

VII. REGENERATION

We believe that the Scriptures teach that in order to be saved, sinners must be regenerated, or born again; that regeneration consists in giving a holy disposition to the mind that it is effective in a manner above our comprehension by the power of the Holy Spirit in connection with divine truth, so as to secure our voluntary obedience to the Gospel; and that its proper evidence appears in the holy fruits of repentance and faith, and newness of life.

VIII. REPENTANCE AND FAITH

We believe the Scriptures teach that repentance and faith are sacred duties, and also inseparable graces, wrought in our souls by the regenerating Spirit of God; whereby being deeply convinced of our guilt, danger and helplessness and of the way of salvation by Christ, we turn to God with unfeigned contrition, confession, and supplication for mercy; at the same time heartily receiving the Lord Jesus Christ as our prophet, priest and king, and relying on him alone as the only and all-sufficient Savior.

IX. GOD'S PURPOSE OF GRACE

We believe the Scriptures teach that election is the eternal purpose of God, according to which he graciously regenerates, sanctifies and saves sinners; that being perfectly consistent with the free agency of man, it comprehends all the means in connection with the end; that it is a most glorious display of God's sovereign goodness, being infinitely free, wise, holy and unchangeable; that it utterly excludes boasting and promotes humility, love, prayer, praise, trust in God, and active imitation of his free mercy; that it encourages the use of means in the highest degree; that it may be ascertained by its effects in all who truly believe the Gospel; that it is the foundation of Christian assurance; and that to ascertain it with regard to ourselves demands and deserves the utmost diligence.

X. SANCTIFICATION.

We believe the Scriptures teach that Sanctification is the process by which, according to the will of God, we are made partakers of his holiness; that it is a progressive work; that it is begun in regeneration; and that it is carried on in the hearts of believers by the presence and power of the Holy Spirit, the Sealer and Comforter, in the continual use of the appointed means especially the word of God, self-examination, self-denial, watchfulness, and prayer.

XI. PERSEVERANCE OF SAINTS.

We believe the Scriptures teach that such only are real believers as endure to the end; that their persevering attachment to Christ is the grand mark which distinguishes them from superficial professors; that a special Providence watches over their welfare; and they are kept by the power of God through faith unto salvation.

XII. THE LAW AND GOSPEL.

We believe the Scriptures teach that the law of God is the eternal and unchangeable rule of his moral government; that it is holy, just and good; and that the inability which the Scriptures ascribe to fallen men to fulfill its precepts, arise entirely from their love of sin; to deliver them from which, and to restore them through a Mediator to unfeigned obedience to the holy Law, is one great end of the Gospel, and of the Means of Grace connected with the establishment of the visible church.

XIII. A GOSPEL CHURCH.

We believe the Scriptures teach that a visible church of Christ is a congregation of baptized believers, associated by a covenant in the faith and fellowship of the Gospel; observing the ordinances of Christ; governed by his laws; and exercising the gifts, rights, and privileges invested in them by His Word; that its only scriptural officers are Bishops or Pastors, and Deacons whose Qualifications, claims and duties are defined in the Epistles to Timothy and Titus.

XIV. BAPTISM AND THE LORD'S SUPPER.

We believe the Scriptures teach that Christian baptism is the immersion in water of a believer, into the name of the Father, and Son, and Holy Ghost; to show forth in a solemn and beautiful emblem, our faith in the crucified, buried, and risen Savior, with its effect, in our death to sin and resurrection to a new life; that it is prerequisite to the privileges of a church relation; and to the Lord's Supper, in which the members of the church, by the sacred use of bread and wine, are to commemorate together the dying love of Christ; preceded always by solemn self-examination.

XV. THE CHRISTIAN SABBATH.

We believe the Scriptures teach that the first day of the week is the Lord's Day, or Christian Sabbath, and is to be kept sacred to religious purposes, by abstaining from all secular labor and sinful recreations; by the devout observation of all the means of grace, both private and public, and by preparation for the rest that remaineth for the people of God.

XVI. RIGHTEOUS AND WICKED.

We believe the Scriptures teach that there is a radical and essential difference between the righteous and the wicked; that such only as through faith are justified in the name of the Lord Jesus, and sanctified by the Spirit of our God, are truly righteous in his esteem; while all such as continue in impenitence and unbelief are in his sight wicked, and under the curse; and this distinction holds among men both in and after death.

XVII. THE WORLD TO COME

We believe the Scriptures teach that the end of the world is approaching; that at the last day, Christ will descend from heaven, and raise the dead from the grave for final retribution; that a solemn separation will then take place; that the wicked will be adjudged to endless punishment, and the righteous to endless joy; and that this judgment will fix forever the final state of men in heaven or hell, on principles of righteousness.

MISSION STATEMENT

It shall be the function of the church to teach that the Bible is the inspired Word of God and the sole authority for faith and practice and to engage its members to adhere to all of the teachings of Jesus Christ by holding regular worship services, by preaching the gospel message and urging its personal acceptance, by encouraging prayer, gifts, study and services in an effort to establish the Kingdom of God throughout the world, to promote systematic Bible Study, church policy training, department training for the church services and participation, to enlist every member to church activities, church school and periodic workshops, to do charitable and/or educate works through kindergarten, daycare centers, senior citizens, programs or methods approved by the Church Body.

BY-LAWS OF SAINT LUKE BAPTIST CHURCH

NAME

The name of this organization in the Saint Luke Baptist Church. It is hereafter referred to as the "Church." This church is a non-profit organization.

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. there shall be no meeting of the church without an approved agenda.

OFFICERS

Note: None of the following positions of the church body at any given time shall be held jointly by any one person, except with the consent of the pastor.

A. PASTOR

THE PASTOR. Shall be the Spiritual and temporal leader of the church. He shall be the principal representative of the church and shall generally supervise all the affairs of the church. He shall appoint committees as they are needed. The Pastor shall live an exemplary Christian life and shall be responsible for all the preaching, teaching, counseling, to and among the congregation. He shall visit the sick, infirm, destitute and afflicted and exercise Pastoral care among the members; he shall devote himself diligently to instruction and training of the membership. He shall, when in his judgement the occasion shall call for it, comfort, instruct, reprove and admonish the members privately and publicly. He shall supervise all activities within the congregation as Shepard. The Pastor shall promote a spirit of peace and good will among members of the congregation.

B. ASSISTANT PASTOR

THE ASSISTANT PASTOR shall also be a spiritual and temporal leader of the church. The Assistant Pastor shall in the absence of the Pastor, perform the duties of the Pastor or appoint temporarily another person to do so and perform such duties as assigned him by the Pastor.

C. CHAIRMAN OF BOARD OF DEACONS

THE CHAIRMAN OF DEACONS shall in the absence of the Pastor be the representative of the church and shall generally supervise all the affairs of the church.

D. DEACONS

THE DEACONS of this church shall possess those qualities as set forth in Acts 6:3 and I Timothy 3:8-12. The Deacons shall assist the Pastor in carrying out the church's program. The church shall select as many Deacons as the Pastor and church deems necessary to serve the congregation.

E. CHURCH SECRETARY

THE CHURCH SECRETARY works under the direct supervision of the Pastor and supervise the following elected or appointed officers; keep accurate record of membership, letters, correspondence and other communication; typing official business letters and keeping ample supplies on hand.

F. TRUSTEES

THE TRUSTEES - Effective trustees will function as Christian stewards of property God has entrusted to the congregation. This includes supervising and maintaining both the physical property of the congregation and gifts made to the congregation so that the ministries of the congregation can be effective and all legal requirements related to the property are satisfied.

G. FINANCE COMMITTEE

FINANCE COMMITTEE - All business transactions will be preceded by prayer. The money will be counted after services with a minimum of three (3) committeemen. Please open each envelope and count its contents. Compare the cash count with written amounts. Give empty envelopes to the financial secretary, or person responsible for recording contributions or the record of individuals members. Envelopes should be retained for at least 3 years. The finance committee is charged with the responsibility to see that the money which is given to the church is used by the church as approved in the budget when adopted by the church. This committee will protect the church from individuals or groups who would make unnecessary expenditures of money.

H. CHOIR MEMBERS

CHOIR MEMBERS Any choir member missing three consecutive rehearsals will be warned of duty. Legitimate excuses for not attending rehearsals are as follows:

- (a) Illness. (b) Bereavement, (Work hours), (d) a dependent relative, (e) taking a course of study, (f) death. The following must be done by choir members who have a bona fide excuse for not attending rehearsals: Contact the president, vice president, secretary, matron or director.

I. USHERS

USHERS should be a Christian who is willing to serve and share his religion with others. He should be a person with unusual personality, polite, obliging and alert. The usher must have the ability to make strangers feel welcome in a strange place. He should have a watchful eye. The usher's chief aim and desire should be to see that a stranger or member enjoy the service in peace, comfort and undisturbed while in church. It is the usher's duty to preserve decorum, render service to members and friends from the time they reach the building until they leave. The chief usher or president will assign ushers to their stations.

J. FUNERAL and BURIAL SERVICES**St. Luke Baptist Church**

FUNERAL and BURIAL POLICY - It is the desire of the church to assist members of the church and the community with respectfully laying their love ones to rest.

Initial Contact:

The family should contact the chair of the burial committee (the designated deacon.) The designated deacon will contact the Pastor.

The family should complete the burial packet which includes all information related to the pending funeral service. This packet includes a listing of the desires of the family regarding the use of the church, burial ground, fellowship hall, etc. The deacon will serve as the liaison between the family and the Pastor.

Cost:

(See membership section for definitions and details)

Member Emeritus: No charge

Active Member: No charge

Non-Active Member: Half of each detailed charge

Non-Member: Full cost of each detailed charge

The full cost of funeral services shall be as follows:

Church	\$500.00
Cemetery Burial Plot	\$2,000.00
Fellowship Hall	\$300.00
Footstone	<u>\$150.00</u>
Total	\$2,950.00

STATEMENT of CONSTITUTION of BIBICAL MARRIAGE

This church believes in the sanctity of the marital union as described in Scripture: God created the first marriage as a sacred covenant relationship between one man and one woman for the purposes of procreation, companionship and dominion over creation, in keeping with the covenant relationship God himself established with his own creation. (Genesis 2:15-24; Romans 1:16-32)

According to Scripture, God's definition of marriage is a union between one man and one woman. This holy union provides for the physical, the sexual, the mental, the emotional, the moral, the spiritual and the economic completeness of two individuals in a covenant relationship.

This church affirms that all marriage ceremonies performed in the name of this church and any related celebrations or activities allowed in its facility shall be for unions that meet the standards named in this church constitution, and further that church ministers and staff engage only in marriage ceremonies in keeping with this church's adopted biblical and theological definition of marriage.

WEDDING POLICY

WEDDINGS

1. Do not set a wedding date until it is cleared with the Pastor if his services are desired.
2. When the wedding date is set, secure your license at least one to three days before your wedding.
3. After you have gotten your license, bring them to the Pastor's office and leave them until the date of the wedding, if the wedding is to be at the church.
4. If the wedding is to be elsewhere, leave the license with the Pastor the day you receive them.
5. A pre-wedding conference is required before the ceremony is performed. The date should be set at least two weeks prior to the wedding.

FINANCING of THE CHURCH

God works by plans. He has a plan for everything. He had a plan when He made the universe. He had a plan when He made a man, and He had a plan for the human family on the earth. He also had a plan for the financing of the great program of work. He gave the church and spreading of His message. God gives our only plan of church financing in the Bible and that is by the tithes and offerings of His people.

MEMBERS

A member in good and regular standing is required first of all to be faithful in his duties, regularly attend the worship services of the church, to contribute cheerfully and regularly for the expenses of the church, the support of the ministry, relief of the poor and the spreading of the gospel through all nations. Such a member in good and regular standing shall have the right to act and vote in the transactions of the business of the church. If any member fails to contribute to the financial support of the church for a period of two months, such member shall be notified of his arrears. If such a notice goes unheeded by such member for a period of 30 days, he automatically ceases to be a member in good and regular standing and shall be placed on the inactive membership roll of the church, and be classified as an inactive member until such time as he meets with the Pastor and Deacons, and be reinstated to the church and pledges to support the church in the future.

The inactive member shall be permitted to worship and take the Lord's supper, but he shall not hold office and have membership on the Board of Deacons, Deaconess, Mother, Trustee, Teaching Staff, or be a member of any singing group, club or ushers. He shall not have the right to act and vote in the transaction of business of the church. Any member on the inactive roll may be notified by Chairman of Deacons by mail.

CHOIRS

Anyone who is in good and regular standing with the church who wishes to join the choirs:

1. Make application to the choirs of his choice with the president.
2. The president will recommend this person to the choir.
3. After a vote by the choir the applicant will become a member of the choir.

ST. LUKE BAPTIST CHURCH MINISTRIES

DEACONS MINISTRY

The Deacons of this church possess those qualities in Acts 6:3 and I Timothy 3:8-12. Their functions are administrative in nature. They also, along with their spouses, the Deaconesses, assist with serving of Holy Communion to the congregation and the sick and shut-in members.

DEACONESS MINISTRY

Deaconesses assist with the preparation and serving of Holy Communion to the congregation and the sick and shut-in members. They also prepare/maintain clothing for candidates for baptism and assist with the baptism service.

TRUSTEES

Matthew 25:14 (KJV) *"For the kingdom is a man traveling into a far country, who his own servants, and delivered unto them his goods."* Their main duty, among others, is to safeguard the finances of the church.

CHURCH SECRETARY

Purpose: To provide clerical support for the Pastor and the Church.

Objectives: To provide administrative support for the Pastor, thus ensuring that the overall operation of the Church and its leader's goals are successfully met.

Duties of the Secretary:

1. Keep and maintain church records in folders and categorize such records in the file cabinet.
2. Record and type Church Meeting Minutes. File them accordingly as these are historical documents.
3. Make church and community based announcements during Sunday morning worship services. Note, ALL announcements are reviewed by the Pastor before they are made public.

PASTOR'S AIDE MINISTRY

The Pastor's Aide Ministry is designed to assist the Pastor and his family with personal care. It helps the Pastor's time spent at the church as comfortable and enjoyable as possible providing personal comforts to assist him during his time of ministry. The ministry also provides the pastor financial support as he joins other ministers and pastors in local and national convention in learning more and better ways to enhance his congregation.

EVENTS COORDINATOR

The Events Coordinator is responsible for the planning of specific events as directed by the pastor from conception to completion. They will coordinate with Pastor in the details for engagements that he is scheduled to attend. They will also be responsible for special guest, artist or group events that are planned for the local assembly. Duties include travel, hotel and dining arrangements, event layout, materials and staff.

MISSION MINISTRY

Mission is empowering Christians to work for the cause of Christ. We endeavor to act upon our love for God through the Holy Spirit and serve the needs of His people. We endeavor to minister to all far and near, to serve without constraint or hesitancy. Our goal is to fulfill the great commission found in Matthew 28:19-20, "*....to go ye therefore and make disciples of all nations....*"

SUNDAY SCHOOL

Sunday School is the foundational strategy in the local church for leading people to faith in the Lord Jesus Christ. The goal of the teaching is to lead people to encounter the life changing experience of knowing Jesus and learning what it means to follow Him. It is to inspire families to live a lifelong commitment to Lord through the teaching of His word.

PRAYER MINISTRY

The prayer Ministry is a weekly coming together of saints who feel led by God to intercede for the church as a corporate body, as well as for individual who may be experiencing challenging times. Prayers are also lifted for our community, our state, our nation, and for the world.

HOSPITALITY MINISTRY

The Hospitality Ministry provides generous and friendly treatment of visitors and guest at social functions requiring food. Coordinate and serve food as required; making sure the atmosphere is conducive to a wonderful dining experience.

GREETERS MINISTRY

"Hello, how are you today; glad to see you; welcome to St. Luke Church. Thank you for being a part of our service today." These are words that you will hear from our greeters. Their goal is that you will echo the words of Psalm 122:1, *"I was glad when they said unto me; let us go into the house of the LORD..."*

USHERS MINISTRY

Psalm 84:10 *"I would rather be doorkeeper in the house of my God..."*

The Ushers Ministry provides information to guide individuals through church services. They include, but not limited to, assisting with seating, providing bulletins, envelopes and other materials, location of facilities and information for a comfortable and enjoyable worship experience.

Apr 03 2023

SC Court of Appeals

MUSIC MINISTRY**ADULT PRAISE TEAM MINISTRY**

Opening up the worship service, the Praise Ministry sets the tone and atmosphere for the spirit filled worship experience. It is designed to bring all hearts and minds into focus as we join together in praise to our Holy God.

YOUTH WORSHIP TEAM

Membership on the SLBC Youth Worship Team is a position of Christian leadership. The primary function is to lead the congregation in true worship under the guidance of the Holy Spirit. Members strive through prayer and example to have a pure heart before God and others.

MASS CHOIR

Minstrels unto the Lord through song as part of the regular morning worship. This choir consists of members from all choirs that desire to be a part of this ministry including Musical Choir, Male Chorus, Between the Hands Choir and Teen Choir.

BETWEEN THE HANDS CHORUS

A Young Adult Choir consisting of male and female singers, developed to enhance the worship experience of younger saints as well as the mature members. They feature a contemporary sound as well as traditional music. Their purpose is to sing unto the "Most High," so that souls may be connected to God, and live to be forever changed.

CHILDREN of PRAISE CHOIR (COP)

The Children of Praise is the St. Luke Baptist Church's children choir. Their ages range from three to twelve years of age. They sing praises to God with exuberance and enthusiasm. They are truly a blessing to God.

MALE CHORUS

The Male Chorus provide musical compliment to the worship service. Our goal is to uplift the name of Jesus through song. We live our lives as role models and mentors for the younger generation of males. This ministry through song can fill a void lacking in the lives of young people.

JUBILEE CHOIR

The Jubilee choir continues the traditions of our forefathers by singing acapella, hymns, spiritual and gospel songs. This style of singing will attract those more advanced in age remembering the black experience in America.

C.U.T. (Christians Utilizing Technology)

As the world continues to advance and new technology is developed there is a need for trained professionals to operate this equipment. The CUT Ministry provides this vital service to the church family. The worship experience is greatly enhanced by audio and video service. The ministry controls the sound system, video screens and monitors. They record the services and make available worship by CD's, DVD's and internet.

YOUTH MINISTRY

This ministry's intentions are to help youth find their meaning or purpose in the church body. It encourages the youth to actively participate in the worship experience through song, dance, ushering, drama, and all aspects of the church life. They are also given opportunities to interact socially through community activities.

PRAISE DANCERS

The foundation of any Liturgical Dance ministry must be rooted in a personal relationship with God. Praise dancing presents a message of witness, worship and praise which reaches out to help the young and old. We present a clear message of salvation, deliverance, divine power, joy and favor. It is our prayer that the ministry will bring others closer to Christ and touches the hearts of those who do not know Him, giving them a desire to be in His presence.

MIME MINISTRY

Mime is defined as someone who uses theatrical medium or as a performance art. Thus, derives the Mime Ministry. The group is comprised of male and female members. They, in the church setting, tell a story through body movements, without speech, but with the use of music and lyrics. They are a part of the Liturgical Dance Ministry.

DRAMA MINISTRY (Performance Arts)

This ministry's objectives are to enhance the knowledge, wisdom and understanding of the gospel of Jesus Christ, from practical living, yet help bring hope of eternal life through dramatization.

NURSERY MINISTRY

The Nursery is available to provide safe and loving care during regular morning service to infants and toddlers from six (6) weeks to four (4) years of age. They receive age appropriate devotion and other activities to help grow them up in a way they should go.

HEALTH MINISTRY

The Health Ministry serve as a resource for SLBC, to assist in learning about healthy living, and to facilitate, maintain healthy lifestyles. They assist members in ill health and provide weekly health tips. They also keep the church current with changes in health care.

EXERCISE MINISTRY

CCAP-Christ Centered Activity Partners

This class is administered by a certified fitness/health instructor. The purpose is to encourage and maintain a healthy body through increased activity and healthy diets.

CHURCH SEXTON

The Church Sexton provides custodial services for the temple of God. He makes sure the building is clean of debris, removing trash, and takes care of the general cleanliness of the building. He maintains the comfort level of the building and provides all necessary commodities.

CLATIC (Christian Ladies Associating Together In Christ)

The CLATIC Ministry was born out of the desire for women of faith to find common grounds in relations to each other. It is designed to share life's experiences through a weekend of fellowship, worship, and other expressions of love for God, or fellow sisters in Christ; and for life as we explore the world.

SLBC FOOD PANTRY MINISTRY

"Meeting the Needs of the Community"

Hours of Operation ~~Wednesdays, 10:00am-2:00pm.

We are an agent of the Harvest Hope Food Bank, under the direction of the United States Department of Agriculture or USDA. This Emergency Food Assistance Program provides for families in need without cost to the recipient. The food pantry's mission is to help families meet their nutritional needs by subsidizing their food expenses.

DECORATION COMMITTEE MINISTRY

The SLBC Decoration Committee members decorates the church for special events. This is done with the use of furniture pieces designed for the specific areas and floral arrangements. They also decorate for holidays as Christmas, Easter and also anniversaries. Their endeavor is to beautify the edifice, thus, providing a beautiful environment of worship to our Lord and Savior, Jesus Christ.

EXHIBIT E

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint. Luke Baptist Church,

Plaintiff,

vs.

Rayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

**AFFIDAVIT OF SAINT LUKE BAPTIST
CHURCH CHAIRMAN OF THE BOARD
OF DEACONS**

PERSONALLY, appeared before me, Kirk Chappell, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I have been a member of the Saint Luke Baptist church since around 1998.
2. I was selected by the church to serve as a Deacon in 2007.
3. I am the Saint Luke Baptist Church Chairman of the Board of Deacons since 2008.
4. After recommendation by the Saint Luke Board of Deacons and vote of the congregation, Rev. Rayshawn Terry was appointed on or about August 1, 2019, to serve as the 11th Pastor of Saint Luke Baptist Church.
5. On December 20, 2020, a majority of the Board of Deacons convened in a duly called meeting to discuss the continued employment of Rev. Rayshawn Terry as Pastor of Saint Luke Baptist Church.
6. There was a unanimous vote, by the Deacons present at this meeting, to recommend to the Church's congregation that Rev. Terry be removed as Pastor of Saint Luke Baptist Church.
7. A quarterly business meeting was scheduled for December 26, 2020.
8. Prior to December, due in part to the COVID-19 pandemic, the Church had not held quarterly meetings, although such meetings were sought through the Pastor by the Board of Deacons.
9. Records of Church membership are maintained by the Saint Luke Baptist Church Trustees; and all listed members of the Saint Luke Baptist Church were notified of the December 26, 2020 business meeting via text messages and telephone calls on

the following dates: December 23, 2020; December 24, 2020, and December 26, 2020.

10. Enclosed as "Attachment A" are the call and text logs notifying church members of the December 26, 2020, church business meeting.
11. On December 26, 2020, 68 of the 125 Church's listed members, which exceeded a quorum and constituted a majority of the membership, gathered for a Church business meeting.
12. Rev. Dr. Preston Harrison, the Gethsemane Missionary Baptist Association Area Representative of the Midlands, and Pastor of the Blackjack Baptist Church presided as moderator during the congregation's vote.
13. Rev. Dr. Harrison's role was to ensure the vote was in accordance with the Gethsemane Missionary Baptist Association Bylaws and to certify the vote.
14. The 68 members in attendance at the December 26th meeting voted unanimously to remove Rev. Terry as Pastor of Saint Luke Baptist Church.
15. On December 26, 2020, by letter, Rev. Terry was notified of the congregation's vote to remove him as Pastor.
16. Rev. Terry, on multiple occasions after his removal as Pastor, has contacted Church members attempting to act on behalf of Saint Luke Baptist Church in the official capacity of Pastor.
17. On January 9, 2021, I notified the Fairfield County Sheriff's Office that Rev. Terry had removed the Church administrator as account owner for our online giving account and placed himself as the only account owner and has denied the Church access to the account.
18. After being removed from the position as Pastor, Rev. Terry contacted Church members and instructed members to use the online giving platform instead of giving monetary offerings directly to the Church.
19. On January 12, 2021, First Horizon Bank was notified that Rev. Terry does not have the authority to act with respect to Saint Luke Baptist Church in any capacity.
20. As of January 15, 2021, Saint Luke Baptist Church's financial account with First Horizon Bank cannot be accessed by the Church.

FURTHER AFFIANT SAYETH NOT.


Kirk Chappell

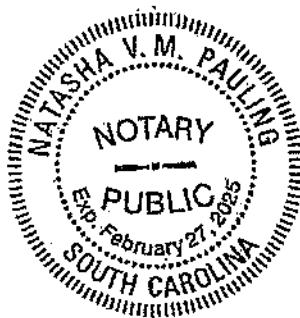
SWORN to before me this 15th

day of January, 2021

Natasha V.M. Pauling

Notary Public for South Carolina

My Commission Expires Feb 27, 2025



Message Results **ATTACHMENT A**

Message Name: Merry chirstmas2
Date/Time Sent: 12/26/20 7:51 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 61 / 74 - 82%
Text: 21 / 21 - 100%
Email: 0 / 0

TEXT RESULTS

Delivered: 100%
Undelivered: 0%

ELECTRONICALLY FILED - 2022 Mar 29 5:09 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/25/20 7:00 PM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 61 / 74 - 82%
Text: 23 / 25 - 92%
Email: 0 / 0

TEXT RESULTS

Delivered: 92%
Undelivered: 8%

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/24/20 8:26 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 58 / 70 - 83%
Text: 21 / 53 - 40%
Email: 0 / 0

TEXT RESULTS

Delivered: 40%
Undelivered: 60%

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/24/20 9:00 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 57 / 70 - 81%
Text: 19 / 53 - 36%
Email: 0 / 0

TEXT RESULTS

Delivered: 36%
Undelivered: 62%

ELECTRONICALLY FILED - 2022 Mar 29 5:09 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/24/20 9:00 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 58 / 70 - 83%
Text: 19 / 53 - 36%
Email: 0 / 0

TEXT RESULTS

Delivered: 36%
Undelivered: 62%

ELECTRONICALLY FILED - 2022 Mar 29 5:09 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

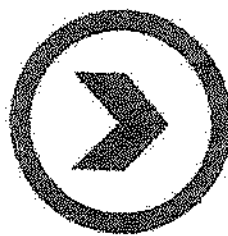
Message Results

Message Name: Merry chirstmas2
Date/Time Sent: 12/23/20 10:15 AM EST
Group(s): Group 1
Overall Status: **COMPLETED**
Phone: 60 / 75 - 80%
Text: 51 / 74 - 69%
Email: 0 / 0

TEXT RESULTS

Delivered: 69%
Undelivered: 31%

EXHIBIT F



saint luke
BAPTIST CHURCH
WINNSBORO

183 St. Luke Church Road
Winnsboro, South Carolina 29180

P: (803) 635-9966 | E: rayshawnterry@slbcw.org | @slbcw | www.slbcw.org

December 22, 2020

Dear Deacon Dewitt Cooper Jr.,

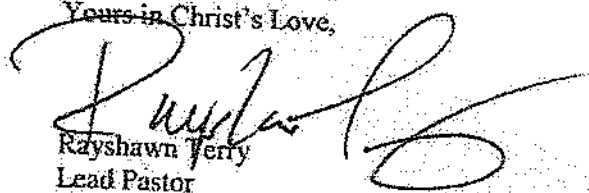
It is my pleasure to write this letter in support of your official status of Deacon Emeritus under my administration that began on 08/01/2019.

It seems especially fitting to honor your lifetime achievements, years of honorable and distinguished service to the Saint Luke Baptist Church Winnsboro. The conferral of emeritus/a status is considered a distinctive honor! With this new title which would, as you know, has relieved you (unless otherwise directed or approved by the pastor or principal representative of Saint Luke Baptist Church) of all normal responsibilities places upon active Deacons, such as attending Deacon Meetings, voting, decision maker in church business, serving on committees, and other matters of active service relating to the Diaconate ministry and church business.

With the blessings and unanimous support of our current Diaconate Ministry here at Saint Luke Baptist Church Winnsboro this letter certifies this conferment to Deacon Emeritus.

Let the servants who perform the duties of their office well be considered doubly worthy of honor, especially those who labor faithfully in the word and teaching - 1 Timothy 5:17

Yours in Christ's Love,


Rayshawn Terry
Lead Pastor

Saint Luke Baptist Church Winnsboro

Sent from Mail for Windows 10

[Quoted text hidden]

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saint luke
BAPTIST CHURCH
WINNSBORO

183 St. Luke Church Road
Winnsboro, South Carolina 29180

P: (803) 635-9966 | E: rayshawnterry@slbcw.org | [@slbcw](https://www.slbcw.org) | www.slbcw.org

December 22, 2020

Dear Deacon Walter L. Boyd,

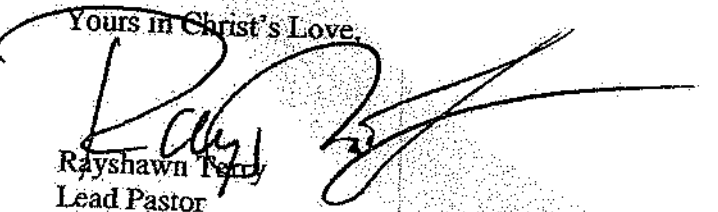
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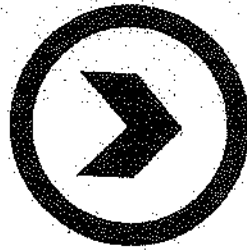
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Yours in Christ's Love,


Rayshawn Terry
Lead Pastor

Saint Luke Baptist Church Winnsboro



saint luke
BAPTIST CHURCH
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183 St. Luke Church Road
Winnsboro, South Carolina 29180

P: (803) 635-9966 | E: rayshawnterry@slbcw.org | [@slbcw](https://www.facebook.com/slbcw) | www.slbcw.org

December 22, 2020

Dear Deacon Clarence Padgett,

It is my pleasure to write this letter in support of your official status of Deacon Emeritus under my administration that began on 08/01/2019.

It seems especially fitting to honor your lifetime achievements, years of honorable and distinguished service to the Saint Luke Baptist Church Winnsboro. The conferral of emeritus/a status is considered a distinctive honor! With this new title which would, as you know, has relieved you (unless otherwise directed or approved by the pastor or principal representative of Saint Luke Baptist Church) of all normal responsibilities places upon active Deacons, such as attending Deacon Meetings, voting, decision maker in church business, serving on committees, and other matters of active service relating to the Diaconate ministry and church business.

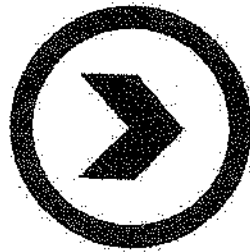
With the blessings and unanimous support of our current Diaconate Ministry here at Saint Luke Baptist Church Winnsboro this letter certifies this conferment to Deacon Emeritus.

Let the servants who perform the duties of their office well be considered doubly worthy of honor, especially those who labor faithfully in the word and teaching — 1 Timothy 5:17

Yours in Christ's Love


Rayshawn Terry
Lead Pastor

Saint Luke Baptist Church Winnsboro



saint luke
BAPTIST CHURCH
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P: (803) 635-9966 | E: rayshawnterry@slbcw.org | [@slbcw](https://www.slbcw.org) | www.slbcw.org

December 22, 2020

Dear Deacon Eugene Wylie,

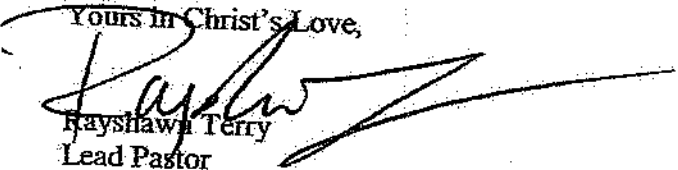
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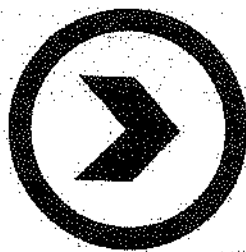
With the blessings and unanimous support of our current Diaconate Ministry here at Saint Luke Baptist Church Winnsboro this letter certifies this conferment to Deacon Emeritus.

Let the servants who perform the duties of their office well be considered doubly worthy of honor, especially those who labor faithfully in the word and teaching -- 1 Timothy 5:17

Yours in Christ's Love,


Rayshawnterry
Lead Pastor

Saint Luke Baptist Church Winnsboro



saint luke
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WINNSBORO

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Winnsboro, South Carolina 29180

P: (803) 635-9966 | E: rayshawnterry@slbcw.org | www.slbcw.org

December 22, 2020

Dear Deacon Lawrence Randy Boyd,

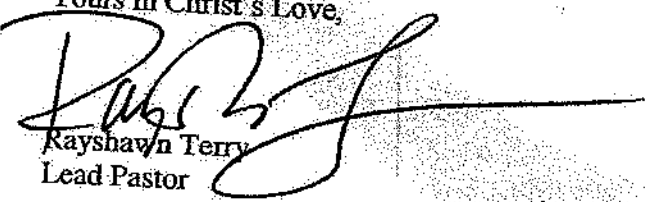
It is my pleasure to write this letter in support of your official status of Deacon Emeritus under my administration that began on 08/01/2019.

It seems especially fitting to honor your lifetime achievements, years of honorable and distinguished service to the Saint Luke Baptist Church Winnsboro. The conferral of emeritus/a status is considered a distinctive honor! With this new title which would, as you know, has relieved you (unless otherwise directed or approved by the pastor or principal representative of Saint Luke Baptist Church) of all normal responsibilities places upon active Deacons, such as attending Deacon Meetings, voting, decision maker in church business, serving on committees, and other matters of active service relating to the Diaconate ministry and church business.

With the blessings and unanimous support of our current Diaconate Ministry here at Saint Luke Baptist Church Winnsboro this letter certifies this conferment to Deacon Emeritus.

Let the servants who perform the duties of their office well be considered doubly worthy of honor, especially those who labor faithfully in the word and teaching - 1 Timothy 5:17

Yours in Christ's Love,


Rayshaw'n Terry
Lead Pastor

Saint Luke Baptist Church Winnsboro

EXHIBIT G

STATE OF SOUTH CAROLINA

COUNTY OF FAIRFIELD

Saint Luke Baptist Church,

Plaintiff,

vs.

Kayshawn Terry,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE SIXTH JUDICIAL CIRCUIT

C.A. # 2021-CP-20-00024

AFFIDAVIT OF ODELL MCCANTS, JR.

PERSONALLY, appeared before me, Odell McCants, Jr., who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I am currently an active member of Saint Luke Baptist Church.
2. I have been a member of the Saint Luke Baptist Church since 1995.
3. I was notified of the December 26, 2020 Church business meeting by Deacon Kirk Chappell.
4. I received notice of the December 26, 2020 Church business meeting via multiple phone/text messages.
5. I attended the December 26, 2020 Church business meeting, where Rev. Dr. Preston Harrison was introduced as the moderator for the congregation's vote on removal of Rev. Terry as Pastor of Saint Luke Baptist Church.
6. At the onset of the COVID-19 pandemic Rev. Kayshawn Terry began using the "GroupMe" mobile group messaging application to communicate with Saint Luke Members.
7. I have received messages regarding Church business as well as casual conversation from Rev. Terry as well as other members via "GroupMe."
8. Prior to December 26, 2020, several Church members, communicating via "GroupMe," made reference to the Church business meeting which was scheduled for December 26, 2020.
9. I received a message from Rev. Terry on December 26, 2020 via "GroupMe" which provided that this was his "official" mail notice, discouraging Church members from attending the December 26, 2020 Church meeting.

I certify that the message attached as "Exhibit A" is a true and accurate copy of the message received from Rev. Terry.

I received a message from Rev. Razzelle Manning via "GroupMe" on December 23, 2021 and December 24, 2021 concerning Church Members from attending the December 25, 2021 meeting. One of which provided in part that "every member who attends church services will automatically be disfellowshipped from the church."

I certify that the messages attached as "Exhibit B" are a true and accurate copy of the messages received from Rev. Razzelle Manning.

On December 26, 2021, I have consented to receive messages via "GroupMe" from Rev. Razzelle Manning to allow her to be the Pastor of Saint Luke Baptist Church.

TRUSTED BY THE COURT IS NOT


Cecil McCain, Jr.

EXHIBIT A

7:27



SLBC Members



Dec 26, 2020 at 9:13 AM



Rayshawn Terry

Good Morning SLBC! Receive this as your official final notice. Myself, Vice-Chairman of Deacons and the current active diaconate ministry has not approved any meetings on or off campus. Any unauthorized meetings that is taken place and church business is being discussed is deemed illegal. It violates the SLBC Bylaws, and is a willful act of insubordination to the Pastor and SLBC staff. I ask that you adhere to my request. Do not attend these meetings. We will be in touch with an approved official church meeting dates for 2021!



On another note - Tomorrow starts our Fast and Prayer Revival. I'm super excited despite the upheaval we have experienced. Do not become discourage! Ministry is messy at times. The lights has to come on sometimes so you can see those that are laboring among you!

SLBC Don't be weary in well doing!
Do not be dismayed! God got this! No
man or group has the power to undo



Send Message...



EXHIBIT B

1:22

LTE



SLBC Members



Prayers from my morning devotion.
Know that you and your church family
are in my prayers.

Dec 23, 2020 at 12:45 PM



Reubenna Boyd
Amen 🙏



Dec 23, 2020 at 3:15 PM



Gloria Jennings
Amen



Barzelle Manning
Hello SLBC



I pray that I am not the only one
whose spirit is grieving concerning
the conduct with few of the deacons
who has undermined Our Pastors'
leadership role. Especially during this
season while the Saints of God is
celebrating the birth of our Lord and
Savior Jesus Christ.
This morning I received a voice
message from our former chair of the
deacon board Kirk Chappell. He
addressed in his message "the
Deacons will be hosting a church
meeting this coming Saturday." Sad
to say, just a few deacons agreed to
this unauthorized meeting and Dewitt
Cooper, Jr resigned as a Deacon and
become an usher at times.



Send Message...



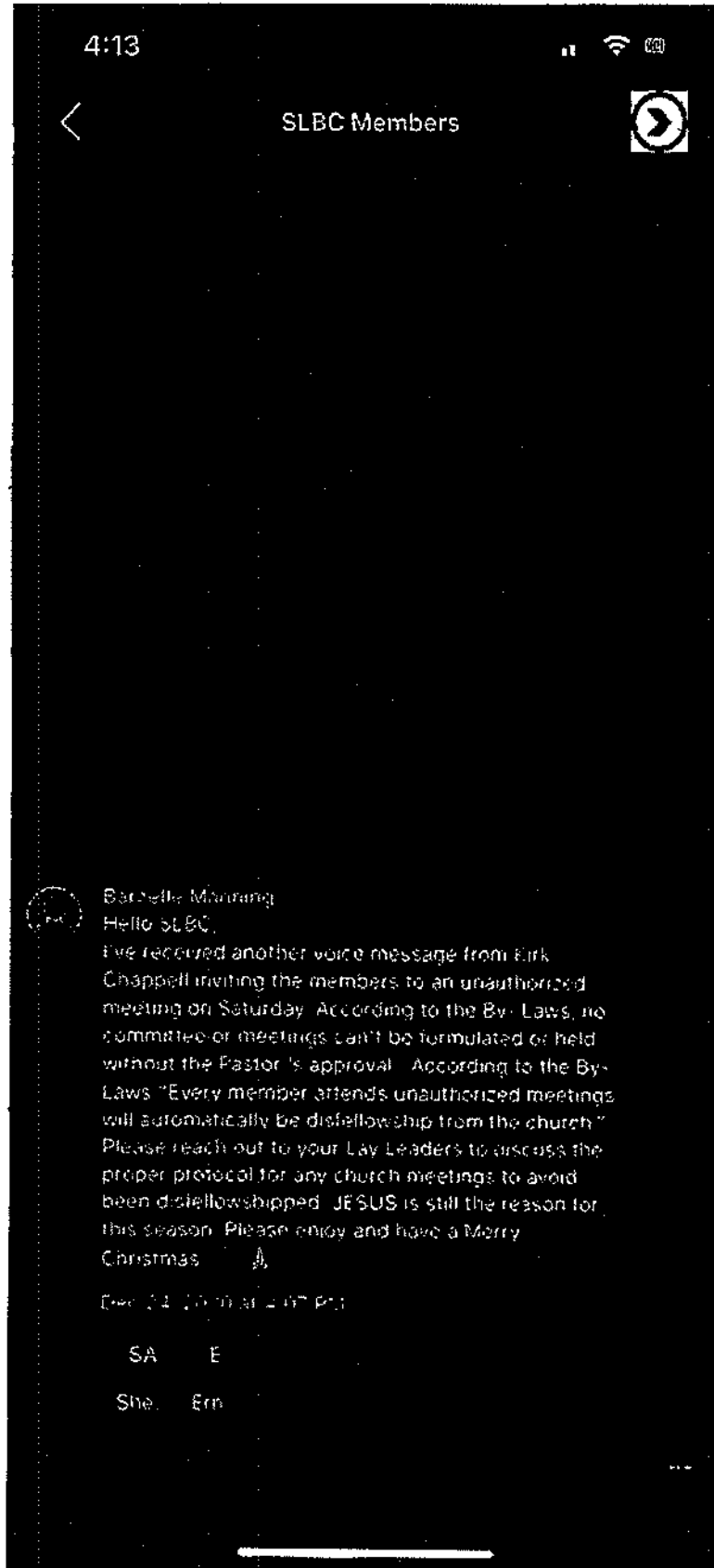


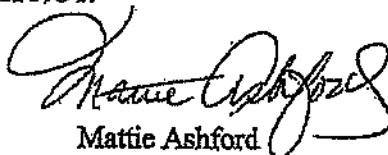
EXHIBIT H

AFFIDAVIT OF SAINT LUKE BAPTIST CHURCH SECRETARY

PERSONALLY, appeared before me, Mattie Ashford, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

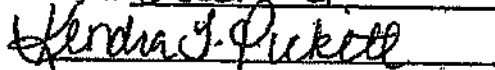
1. I am the Saint Luke Baptist Church Secretary.
2. Saint Luke Baptist Church retains records of attendance for each of its church business meetings.
3. Records of attendance are maintained in the Saint Luke Baptist Church Office, located at 183 St. Luke Church Road, Winnsboro, South Carolina.
4. Attendance was recorded for the church business meeting held on December 26, 2020.
5. Enclosed as "Attachment A" is the attendance roster for the December 26, 2020, church business meeting.
6. I attest that the attendance record is a true and accurate copy of the December 26, 2020, attendance roster as recorded on that day.

FURTHER AFFIANT SAYETH NOT.


Mattie Ashford

SWORN to before me this 29th

day of December, 2020



Notary Public for South Carolina

My Commission Expires: 7/3/2027

KENDRA T. PICKETT
Notary Public, State of South Carolina
My Commission Expires 7/3/2027

ATTACHMENT A

St. Luke Baptist Church
Special Called Meeting

Roster/Attendance Sheet
12/26/2020

Print Name	Signature
1. ~~Marion M. Ashford~~	~~Marion M. Ashford~~
2. Bertha Boyd	Bertha Boyd
3. Lawrence S. Boyd	Lawrence S. Boyd
4. April P. Johnson	April P. Johnson
5. Tiana R. Padgett	Tiana R. Padgett
6. Dorothy McPherson	
7. Mattie Gaither	
8. Grace Maria	Grace Maria
9. Willie Glenn	Willie Glenn
10. Herman Jackson	Herman Jackson
11. ~~William Jackson~~	~~William Jackson~~
12. ~~William Jackson~~	~~William Jackson~~
13. ~~William Jackson~~	~~William Jackson~~
14. ~~William Jackson~~	~~William Jackson~~
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45. ~~William Jackson~~	~~William Jackson~~
46. ~~William Jackson~~	~~William Jackson~~
47. ~~William Jackson~~	~~William Jackson~~
48. ~~William Jackson~~	~~William Jackson~~
49. ~~William Jackson~~	~~William Jackson~~
50. ~~William Jackson~~	~~William Jackson~~

ELECTRONICALLY FILED - 2022 MAR 29 5:09 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

St. Luke Baptist Church
Special Called Meeting

Roster/Attendance Sheet
12/25/2021

	Print Name	Signature
1	Kirk Chappell	Kirk Chappell
2	Clarence Padgett	Clarence Padgett
3	Curtis Brown	Curtis Brown
4	Willie Wilburn	Willie Wilburn
5	Norma Wilburn	Norma Wilburn
6	Jennifer Wilburn	Jennifer Wilburn
7	Beatrice N Wilburn	Beatrice N Wilburn
8	Tozym Doctor	Tozym Doctor
9	Courtney Chappell	Courtney Chappell
10	Malissa Chappell	Malissa Chappell
11	Chelissy Chappell	Chelissy Chappell
12	Jakei Thomas	Jakei Thomas
13	Jeremiah Thomas	Jeremiah Thomas
14	Dolores Cozad	Dolores Cozad
15	Veronica Belton	Veronica Belton
16	Kingston Belton	Kingston Belton
17	Madison Belton	Madison Belton
18	Vincent Belton	Vincent Belton
19	Arline Belton	Arline Belton
20	Paul Belton	Paul Belton
21	Paul Belton	Paul Belton
22	Paul Belton	Paul Belton
23	Paul Belton	Paul Belton
24	Paul Belton	Paul Belton
25	Paul Belton	Paul Belton
26	Paul Belton	Paul Belton
27	Paul Belton	Paul Belton
28	Paul Belton	Paul Belton
29	Paul Belton	Paul Belton
30	Paul Belton	Paul Belton

St. Luke Baptist Church
Special Called Meeting

Roller/Attendance Sheet
12/26/2020

	Print Name	Signature
1	April Wuburn	April Wuburn
2	Bernice Alvin	Bernice Alvin
3	McQuinn David Brown	James David Brown
4	Thelma W. Brown	Thelma W. Brown
5	Keziah Johnson	Keziah Johnson
6	Elliott Johnson	Elliott Johnson
7	Tyler Jackson	Tyler Jackson
8	JAMES McCANTS	James McCANTS
9	Oliver McCANTS Jr.	Oliver McCANTS Jr.
10	Marta Gorman	Marta Gorman
11	Dennis Boyd	Dennis Boyd
12	Michael Jennings	Michael Jennings
13	Andrew McLean	Andrew McLean
14	Kristin Perdue	Kristin Perdue
15	Cartes Hallies	Cartes Hallies
16	Diane P. Hallen	Diane P. Hallen
17	Stacy Gill	Stacy Gill
18	Alfreda L...	Alfreda L...
19	Wanda L...	Wanda L...
20	...	...
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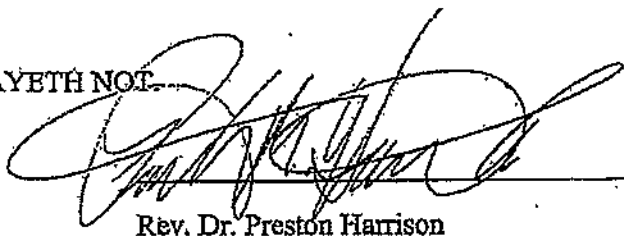
EXHIBIT I

AFFIDAVIT OF REV. DR. PRESTON HARRISON

PERSONALLY, appeared before me, Rev. Dr. Preston Harrison, who being duly sworn, deposes and states that the following is true and correct based on his personal knowledge and does so under penalty of perjury:

1. I am the Pastor of Blackjack Baptist Church in Winnsboro, South Carolina.
2. I served as mediator for a vote held during the Saint Luke Baptist Church meeting held on December 26, 2020.
3. As mediator, I do not have a personal or professional interest in the outcome of the vote.
4. As mediator, I monitored and certified the vote of the congregation during the December 26, 2020 church business meeting.
5. I attest that voting was carried out in accordance with Saint Luke Baptist Church's constitution and bylaws.
6. I attest that neither I nor the Saint Luke Baptist Church Deacons influenced the vote of any member of the congregation.
7. I attest that each member only cast one vote and that no vote was changed after the ballot was cast.
8. I attest that the outcome of the vote is an accurate reflection of the ballots cast.

FURTHER AFFIANT SAYETH NOT.


Rev. Dr. Preston Harrison

SWORN to before me this 30th

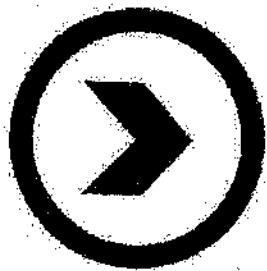
day of December, 2020

Mary V. Robinson
Notary Public for South Carolina

My Commission Expires: 4-10-2025



EXHIBIT J



saint luke
BAPTIST CHURCH
WINNSBORO

183 St. Luke Church Road
Winnsboro, South Carolina 29180
P: (803) 635-9966 E: [REDACTED]

26 December 2020

Dear Rev. Rayshawn Terry,

Please be advised that St. Luke Baptist Church Deacon's Ministry and congregation have decided, through majority vote, that your services and duties as Pastor of the St. Luke Baptist Church, Winnsboro, SC 29180, are no longer needed, effective December 26, 2020. We have declared the Pastoral position vacant.

We think this is the best course of action for all concerned. Your final paycheck including all wages earned will be issued as soon as possible.

It is requested that you return any and all church property that was generated or obtained during your employment with the church. This includes documents, handbooks, account ledgers, financial documents, manuals, computers, computer programs and software, keys, cards, etc., at a scheduled day and time as entering the church property will be considered as trespassing.

Thank you for your past efforts and all the best for your future endeavors.

Sincerely,

[REDACTED]
Kirk Chappell, Chairman of Deacons
St. Luke Baptist Church

PLF St. LUKE 00190

EXHIBIT K

ST LUKE BAPTIST CHURCH
183 ST LUKE CHURCH ROAD
WINNSBORO, SC 29180
CONGREGATIONAL MEETING

FEBRUARY 20, 2021 10AM

Call to Order: Acting Interim Pastor Jerome Boyd

Hymn:

Invocation:

Scripture:

Approval of Agenda:

Minutes of December 26, 2020 Meeting

Vote certified by Rev. Dr. Preston Harrison

Financial Report:

Updates:

Church Financial Position

Church Loan

Church Operations

Moving Forward:

Interim Pastor Position

Pastoral Search

Adjournment

Pastor Boyd called for Dr. Harrison, the certifying officer of the December 26, 2020 meeting, to come forward with comments.

Dr. Harrison: I am Rev. Dr. Preston M. Harrison, Sr.
Pastor of Blackjack Baptist Church, Winnsboro
Assistant Dean of Christian Education, Gethsemane Association
Midlands Regional Representative; representing a total of 32
Churches

He stated that pertaining to the vote of December 26, 2020, my job was to monitor the vote. I had no interest on how the vote went whether to accept the deacons recommendation or not.

My instructions to the deacons was that if you vote for the pastor or against the pastor, that was your choice. Whatever you (the congregation) vote, the deacons could not change the vote; even if it is a vote you don't want, the vote must count. Everything must be done in a fair and parliamentary way so that the church would have no issues on how that vote was rendered.

So, the vote was rendered, I watched it, I monitored it and it was done in a parliamentary way. There were no errors that I noticed pertaining to that vote. The final vote was a majority vote as stated, there was no one that opposed letting the pastor go.

My instructions to the deacons prior to the vote was that they should not mistreat the pastor and his family, but do everything in a Godly way; make sure that you vote in a Godly way. There was no malfeasance in the voting, it was a legal vote and a certified vote.

Pastor Boyd, Thank Dr. Harrison for his participation and expertise for that moment.

We went before the judge and received temporary injunction to stop the former pastor from presenting himself as pastor of SLBC and to relinquish control of our media bank accounts and to release the passwords, that were changed, back to the church.

We were fortunate in that people prayed that we had a judge that was familiar with the operation of a Baptist church. It is a Baptist church; it is congregational rule and he knew that. During the hearing, all the opposition that was presented by the defended was dismissed.

The defendant was ordered to release back to the church, the churches control. The judge in his wisdom ordered us to have this meeting. The purpose of the meeting was not a referendum on the former pastor, that ship has sailed. Bither disembark or sail on, this is not a referendum on the former pastor.

This meeting was ordered by the judge that we might come together as a congregation; The Lord is good. So, we have that temporary injunction once we meet all the conditions set forth by the court.

The injunction was to:

1. Restore SLBC authority over its finances and administrative matters.
2. Prevent interference of responsibilities of its the officers and ministries, and other offices of SLBC.
3. Restore SLBC authority over its online accounts.
4. The order did not restore the former pastor to his former position at SLBC.
5. It is required for us to have this meeting to decide the leadership of the church moving forward.

III. Informational

Church operation. Commend the leadership of this church, for their togetherness; how they have the church interest at heart. The devil is slick and sly, he has caused your attention to be focused on one man. Today I lay this mess to rest; Deacon Kirk Chappell does not run SLBC. These brothers talk and reason together, they make decisions for this church together. Dea. Chappell just happen to be the one who will stand up front and speak. All deacons please stand. This is your leadership. This is how decisions are made. So, get off that man's back. You ought to through him a party for his willingness to be out front, the devil is a liar; he has beat this man in the media, beat this man down even advising people to have nothing to do with him. That is discord. God does not authorize the sowing of discord.

As long as I am involved with this congregation, while I am here for two purposes:

1. foster fellowship -- that is actually number two (2)

2. Foster worship - That is my number one priority

We are now back in the sanctuary, practicing social distance, following the set guidelines and broadcasting on the radio. We are also in discussion on how to do other media platform to get the message out. Church do not stop once the pandemic is over, so don't give up this media platform. Everyone will not come to church but they still need to hear the gospel, continue to tell someone that Jesus still sayes.

Dr. Harrison

1. In order for the church to move forward, it must come to one accord. Acts chapter 1 & 2, when the people were one accord, the Lord added to the church 3,000 souls that were to be saved. In order to move forward, we must have the same collective mindset. This is not about you, but what is best for the church. We have to get personal feelings & emotions out of the way and come together and do what is best for the church.

Pastor Harrison call for a vote by show of hands, to accept the motion to have Pastor Boyd as interim pastor.

All opposed please show your hands. None opposed.

Majority has spoken, let the vote be adopted into the church ledger.

Pastor Boyd:

My agreement with the deacon's ministry on this position:

I am not, nor will I ever seek to be Pastor of SLBC, that is not my call. I am not retired, but God called me into a different area of ministry.

This just happened to be what He called me too, help churches that are in transition. God is so good, the day I left Pine Grove as its, pastor, is the day I found out that SLBC was in trouble. Not the next week, nor the day before, but the very day. I am here to help you in your transition and to help you search for a new pastor, through prayer. I will be soliciting and inviting those with special skills who can help in this process.

One of the conditions on accepting this position as interim pastor was that I would lead the pastoral search.

Why should you be the leader of the search committee? I know what a Pastor looks like and am not easily fooled. Here to offer leadership in search of your forever pastor, solicit your prayers as we move forward.

I know all hearts and minds are not satisfied, but as was forestated, this was not a referendum on the former pastor.

Dr. Harrison stated: thank you church for allowing me to be here as a part of this transition. Also, I want you to know that Dea. Chappell love you and the church. When he came to me because of the issues you were having, he was almost broken; he loves this church so much. Please, support him and the deacon board, whatever he was receiving that was so unfair, I ask that you all ask the Lord to forgive, but yet move on. Amen

Rev. Boyd called for a motion to adjourn.

Motion to adjourn

Motion: Deacon David Woodard

Second: Min Cooper

Rev. Boyd, meeting adjourned. Amen.

Page #1

1000 HRS

20 Feb 2021

ELECTRONICALLY FILED - 2022 Mar 25 5:09 PM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Church meeting members only

① Deacon Dewitt Cooper Jr	②⑧ Betty (Y) (S) (S)
② Mrs Arlene Cooper	②⑨ Helen Jackson
③ Deacon Clarence Padgett	③⑩ U. (S) (S) (S) (S)
④ J. (S) (S) (S)	③① Crystal Smith
⑤ Willie Wilkin	③② Vincent P. Smith
⑥ K. (S) (S)	③③ Sherry Thompson
⑦ Darlene B. Johnson	③④ Cam. (S) (S) (S)
⑧ Jennie Wilburn	③⑤ Maude Padgett
⑨ Sarah Wilkin	③⑥ Shirley King
⑩ Norma Wilburn	③⑦ Tara McCants
⑪ Lois Seibels	③⑧ James McCants
⑫ H. (S) (S) (S)	③⑨ Camilla H. Gill
⑬ Eugene Wylle	④⑩ Sheila Chappell
⑭ (S) (S) (S)	④⑪ Reubena O. Boyd
⑮ Malena Chappell	④⑫ O. (S) (S)
⑯ Dorothy McCants	④⑬ Crystal McCants Manning
⑰ Courtney Chappell	④⑭ (S) (S) (S)
⑱ Stanley McStoy	④⑮ Alvin Jackson
⑲ Blondelle Bell	④⑯ (S) (S)
⑳ B. (S) (S)	④⑰ Dennis Boyd
㉑ Jerome (S)	④⑱ Adeline H. (S)
㉒ Doreen P. (S)	④⑲ Dixie (S)
㉓ Donald Padgett	⑤② M. (S) (S)
㉔ Bernice Allen	⑤③ Larry (S)
㉕ (S) (S) (S)	⑤④ Jacki Thomas
㉖ (S) (S) (S)	⑤⑤ Jeremiah Thomas

Church meeting members Only

(54) Mattie Ashford

(55) Janice Pudgett

(80)

Julia W. Brown

81

Barkara J. Wiley

82

Belinda A. Brown

83

April P. Johnson

84

Elliot M. Johnson

85

Keziah M. Johnson

86

EXHIBIT L

St. Luke Baptist Church
183 St. Luke Church Road
Winnsboro, SC 29180
803-635-9966

January 5, 2021

Rev. Rayshawn Terry

Dear Rev. Terry:

As you know your tenure as Pastor of Saint Luke Baptist Church ended on December 26, 2020. The end of your tenure included your permission to enter Church Property. It is our understanding that you may have personal items at the Church. This letter is to inform you of how you can retrieve your personal belongings from the Church.

We respectfully ask that you pick up your personal belongings as soon as possible, but no later than 30 days from the date of this letter. Please contact me or the Church secretary to provide, at minimum, a 24-hour notice of the day and time you plan to pick up your personal items, so that we can arrange for the proper person to allow you access to Church property. If your personal belongings have not been removed from the Church within 30 days, we will consider the items abandoned.

Thank you for your cooperation in this matter. We pray that you are blessed and prosperous in your future endeavors.

EXHIBIT M

Saint Luke Baptist Church Winnsboro
Rev. Rayshawn Terry --Wages Report

	A	B	C	D	E	F
1						
2						
3						
4	Payroll Date	Gross Amount	FICA Taxes	Net Amount	Posting Date	Check No.
5	1/5/2020	1576.92	32.22	1544.71	1/14/2020	12353
6	1/18/2020	1576.92	32.22	1544.71	1/22/2020	12362
7	2/4/2020	1576.92	32.22	1544.71	2/4/2020	12375
8	2/16/2020	1576.92	32.22	1544.71	2/19/2020	12380
9	3/1/2020	1576.92	32.22	1544.71	3/3/2020	12390
10	3/16/2020	1576.92	31.54	1545.39	3/18/2020	12413
11	3/29/2020	1576.92	31.54	1545.39	4/1/2020	12414
12	4/12/2020	1576.92	31.54	1545.39	4/17/2020	12427
13	4/26/2020	1576.92	31.54	1545.39	5/1/2020	12431
14	5/10/2020	1576.92	31.54	1545.39	5/15/2020	12437
15	5/24/2020	1576.92	31.54	1545.39	6/1/2020	12447
16	6/7/2020	1576.92	31.54	1545.39	6/7/2020	12454
17	6/21/2020	1576.92	31.54	1545.39	Jun-20	12470
18	7/12/2020	1576.92	31.54	1545.39	7/14/2020	12490
19	7/26/2020	1576.92	31.54	1545.39	7/28/2020	12500
20	8/2/2020	1576.92	31.54	1545.39	8/5/2020	12504
21	8/16/2020	1576.92	31.54	1545.39	8/18/2020	12521
22	8/30/2020	1576.92	31.54	1545.39	9/1/2020	12531
23	9/13/2020	1576.92	31.54	1545.39	9/15/2020	12549
24	9/27/2020	1576.92	31.54	1545.39	9/29/2020	12566
25	10/11/2020	1576.92	31.54	1545.39	10/13/2020	12578
26	10/25/2020	1576.92	31.54	1545.39	10/30/2020	12589
27	11/8/2020	1576.92	31.54	1545.39	11/10/2020	12600
28	11/22/2020	1576.92	31.54	1545.39	11/24/2020	12611
29	12/6/2020	1576.92	31.54	1545.39	12/8/2020	12625
30	12/20/2020	1576.92	31.54	1545.39	12/22/2020	12638
31	1/3/2021	1576.92	31.54	1545.39	2/16/2021	12648
32		42576.84		41722.13		

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EXHIBIT N



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South Carolina
Department of Labor, Licensing and Regulation

Division of Labor
Office of Wages and Child Labor



Henry D. McMaster
Governor

Emily H. Farr
Director

February 10, 2022

Mr. Rayshawn Terry
[REDACTED]

Re: Saint Luke Baptist Church Winnsboro
Case No.: 2021-744

Dear Mr. Terry:

The Department of Labor, Licensing and Regulation, through its Office of Wages and Child Labor, has completed the investigation in the above-referenced case.

As a result of the investigation, the Department found no violations under the South Carolina Payment of Wages Act; specifically, S.C. Code Ann. § 41-10-40 (failure to pay wages) or S.C. Code Ann. § 41-10-30 (recordkeeping).

The Department has officially closed this file. If you have any questions, please feel free to contact me.

Sincerely,

Lory Bellino
Investigator

PLF St. LUKE 00194

DEF. DEPO EXCERPT PP. 94

1 held.

2 Q Okay. Sir is it not correct and I'm
3 searching for the thing at this point, that according
4 to the by-laws of the church, meetings are to be -- my
5 characterization. You can correct me. They are to be
6 called by the pastor, the assistant pastor, or in the
7 absence of both, by the chairman of the board of
8 directors.

9 A That is correct. That's how I understood it
10 and interpreted the by-laws.

11 Q Did you or, if that's what she was, the
12 associate pastor, call the meeting for 12/26?

13 A No.

14 Q You were, I assume, available?

15 A Yes.

16 Q Mr. Chappell, according to the documents
17 that I have seen in discovery, resigned as chairman of
18 the board of records, I'm going to say in October. Am
19 I saying that correctly?

20 A No.

21 Q Okay. Correct me.

22 A I made an executive decision to remove him,
23 and he accepted my executive decision.

24 Q To your knowledge, sir, is there a
25 requirement in the by-laws as to the amount of time to

**DEF. DEPO
EXCERPT
PP. 95**

1 be given for a meeting of the membership?

2 A Not from my knowledge, no. There's no time
3 requirement.

4 Q In this case, I believe the record will
5 indicate that notice -- says it was sent out by text
6 on -- I'm going to say December 23rd, for a meeting on
7 December 26th. Is there any requirement, sir, in the
8 minutes as to the amount of time -- no, I've answer
9 that? Excuse me. Is there any indication in the
10 by-laws, sir, as to how notification of a quarterly
11 meeting or any meeting is to be given?

12 A No, there's no requirement from my knowledge
13 of by-laws of a notice.

14 Q Sir, during the process of your dealing with
15 First Horizon Bank and Ms. Gwen Able and the church
16 loan, you were in touch with Mr. Chappell during that
17 time period, correct?

18 A That is correct.

19 Q And with the rest of the deacons?

20 A That is correct.

21 Q Did the church [sic] request a copy of the
22 covenant you signed to be pastor, if you remember?

23 A Yes, that is correct.

24 Q Do you know whether it was given to them?

25 A No.

**DEF. DEPO
EXCERPT
PP. 51-52**

1 Q Okay. Now let's go to page four. At the
2 top of the page, it's Name. Is that correct? You see
3 the word name at the top of the page?

4 A That's correct.

5 Q Okay. Underneath that, what's the section
6 that follows?

7 A Meetings of the church.

8 Q Okay. How often would the church meet?

9 A Every quarter, three months. Every three
10 months, quarterly.

11 Q Okay. What would constitute a quorum?

12 A Four -- four months every quarter.

13 Q What would constitute a quorum?

14 A Oh, a quorum. I'm sorry. What would
15 constitute a quorum. 25 members.

16 Q Twenty-five members would be able to do
17 what?

18 A Twenty-five members shall constitute a
19 quorum for transaction of business.

20 Q Okay. How is a pastor hired in Saint Luke
21 Baptist Church?

22 A From my knowledge, how I was hired, I can't
23 speak for the previous. I can only speak for how I
24 was hired.

25 Q Well then speak for how you were hired.

1 A Deacon Kirk Chappell -- well let me -- let
2 me go back. So I applied onto their website.
3 Submitted my application, information. I went through
4 perhaps two or three rounds of interviews with various
5 people. Then I was in contact with Kirk Chappell. He
6 told me there would be other candidates. There would
7 be a vote and then based on the vote, I would be -- he
8 told me not to use the word elected, but I would be
9 elected as the pastor.

10 Q Okay. Who would be doing the voting? Did
11 he tell you that?

12 A I would assume members. He referred to --
13 he -- he used the terminology body. I would have -- I
14 would assume that would be members.

15 Q Okay. Now the members elected you pastor.
16 Is that correct, as far as you know?

17 A That's correct.

18 Q Okay. Is there any reason they could not
19 terminate your relationship as pastor?

20 MR. FOSTER: My objection continues.

21 BY MR. BOYKIN:

22 Q Answer the question.

23 A Would there be any reason that I could be
24 terminated as pastor?

25 Q No, no, no.

**DEF. DEPO
EXCERPT
PP.62-65**

1 has a right to see the document --

2 MR. BOYKIN: I'm just asking. If this
3 doesn't get his memory, then I'll keep it moving.

4 THE WITNESS: Okay. Okay. I don't
5 recall me submitting a document or me writing anything
6 or anything saying -- I don't -- I don't recall that.

7 BY MR. BOYKIN:

8 Q Do you object to someone referring to you as
9 Rayshawn in the church, rather than pastor?

10 A Oh, no, I don't have a problem with anyone
11 calling me by my name. No.

12 Q Just wanted to be sure on that.

13 A Okay.

14 Q Okay. We were talking about your terms of
15 employment, and you were telling me that this was
16 something that you and Deacon Chappell discussed. Is
17 that correct?

18 A That is correct.

19 Q Okay. Did you ever work at the church under
20 the terms of an employment contract?

21 A I believe the terminology was covenant
22 contract.

23 Q Okay. Did you ever work under the terms of
24 an employment contract?

25 A No, not that terminology. No, not

1 employment contract. No.

2 Q Okay. When did your covenant contract
3 expire, assuming that you had one?

4 A From what -- from my memory, there was no
5 expiration date.

6 Q Okay. It was an indefinite arrangement. Is
7 that what you're saying?

8 A No.

9 Q Okay. What are you saying?

10 A There was no -- there was no date on the
11 document itself.

12 Q So there was no expiration date?

13 A That's correct. No expiration date.

14 Q So long could it last?

15 A I'm not sure.

16 Q Okay. Was it for a year?

17 MR. FOSTER: I'm going to say asked and
18 answered again.

19 BY MR. BOYKIN:

20 Q Okay. But you have to answer it. I'm
21 asking --

22 A I'm -- I'm -- I'm -- I'm not sure of the --
23 in the form of years or days, you know, there -- there
24 was not a conversation or a document that said it
25 expired, or this is the amount of time you will be

1 here. There was nothing, you know, that did the
2 expiration date.

3 Q Does it sound like it was open-ended to you?

4 A You know, I can only assume. Right. So
5 assume with the previous pastors, I would assume, it
6 would be a length of time. Like a, you know, like a
7 certain amount of time. I -- I -- you know. But
8 there was no -- I can't answer that question because I
9 don't, you know, I don't have the answer to that
10 question or I, you know, I don't have data
11 information, you know to say that it was for three
12 days or a certain amount of time or a period. Yeah.
13 And that conversation, we did not have.

14 Q All right. You have a claim for conversion.
15 You're suing the church for conversion, saying that
16 the church converted your property, okay. What
17 property of yours has the church converted?

18 A I had instruments that I had brought to
19 the -- to the church.

20 Q Okay. I'm going to need you to identify the
21 instruments. Okay. Instrument by instrument.

22 A I believe there's a list. I don't have a
23 list on me. I wouldn't be able to give you the
24 exhaustive list because I believe there was a list
25 that was submitted to your team.

1 Q As she looks for that, do you have any
2 recollection of any instruments that would have been
3 on there?

4 A Oh, yeah. It would have been a keyboard and
5 its wires and plug-ins that go with it. It was a
6 Motif keyboard and its fittings that go with it. It
7 was a -- a -- a guitar rig and its fittings. When I
8 say fittings, I'm saying the components that goes with
9 that device.

10 Q Okay. Tell me the circumstances under which
11 they were brought to the church.

12 A To enhance my ministry.

13 Q To enhance your ministry?

14 A Yes.

15 Q Okay. Did the church, at any point, either
16 direct or request that you bring it?

17 A No.

18 Q Okay. So this is something you voluntarily
19 brought to the church?

20 A That's correct.

21 Q Okay. Did anyone at the church assume
22 responsibility for that material?

23 A No.

24 Q Okay. Did you discuss at one of the
25 quarterly meetings that that is what you were doing

**DEF. DEPO
EXCERPT
PP.68-70**

1 Q Okay. What you're telling me, is that you
2 brought it on the church's property, without
3 permission, without approval of the church and I don't
4 understand how you left it because of a no-trespass
5 order. I don't understand that. Why didn't you take
6 it with you when you left?

7 A Well, some items I would take back and
8 forth, depending upon like what it was, but most of
9 the items were left there because different people
10 used them.

11 Q So you stored your property at the church is
12 what you're telling me?

13 A I wouldn't look at it as storing, but it was
14 there and being utilized.

15 Q How much, if any, of the property that you
16 had the church store has been returned to you?

17 A Most of it has been returned. There are
18 still some items that has not been returned.

19 Q You were saying that that would be on the
20 list that your lawyer has provided us?

21 A Yes, from my understanding there was an
22 exhaustive list that was provided, and you guys have a
23 different list than what was provided. That's from my
24 understanding.

25 Q Okay. How have you been slandered by anyone

1 from the church?

2 MR. FOSTER: I need to make my same
3 objection. Go ahead.

4 THE WITNESS: I was told that I took
5 church funds.

6 BY MR. BOYKIN:

7 Q You were told by whom?

8 A Based on the lawsuit that was against me
9 from Saint Luke Baptist Church, that I took church
10 funds.

11 Q Okay. Was that an allegation or was that a
12 fact in the lawsuit.

13 MR. FOSTER: I'm really going to put an
14 objection about that.

15 MR. BOYKIN: Sure.

16 MR. FOSTER: That is a factual
17 distinction to ask a layperson. I've said enough.

18 MR. BOYKIN: Good. I want to know what
19 your client's thoughts are. That's what I'm trying to
20 figure out.

21 MR. FOSTER: I understand.

22 THE WITNESS: An allegation.

23 BY MR. BOYKIN:

24 Q That's an allegation. Okay. What do you
25 think an allegation is, Pastor Terry? Thank you, Mr.

1 Foster.

2 MR. FOSTER: I didn't say anything. I
3 said what I had to say.

4 THE WITNESS: When someone has placed
5 claims with facts. They have -- they have facts to
6 back up the claims -- the claims -- backup their
7 claims. That's allegations.

8 BY MR. BOYKIN:

9 Q Okay. So you acknowledge that it was an
10 allegation that you are claiming to be the basis of
11 slander then?

12 A It is defamation and allegations.

13 Q Okay. Tel me what defamation is.

14 MR. FOSTER: Same objection.

15 THE WITNESS: Lying.

16 BY MR. BOYKIN:

17 Q Okay. Tell me what the lie -- you think the
18 lie here would be.

19 A That I took church funds.

20 Q Okay. Now where is that? Are you relying
21 on the pleadings to say -- that's what you're saying?

22 A No, I'm relying on the -- the -- yeah, the
23 documents that were filed that said that I took church
24 funds as well as hearsay.

25 Q Okay. What hearsay?

**DEF. DEPO
EXCERPT
PP. 84-87**

1 my understanding they did not have them.

2 Q Did the bank ask for a resolution from the
3 church authorizing the actions that you took?

4 A Okay. Resolution. I would say, no with
5 that terminology. Resolution, no.

6 Q So the bank made the change based on your
7 representations?

8 A The bank made the change based on the
9 by-laws and based on the minutes from the church. I'm
10 sorry, not from the church. From the minutes from the
11 meetings. Our deacon meetings.

12 Q Does the church owe you any additional
13 wages?

14 A I believe so. We agreed for my salary to be
15 41,000 for 20 -- excuse me. 41,000 a year. I did not
16 receive 41,000 in 2020.

17 Q How much did you receive in 2020?

18 A Again, that's in your documentation. I
19 don't have the exact number, so I would be guessing.
20 So I don't know if, you know, if -- if that's okay to
21 guess or I should not guess. So I would say refer
22 back to the documentation that you have. I believe I
23 did present to you my last paystub with that amount,
24 but it was not 41,000.

25 Q So it's your contingent that you were

1 underpaid?

2 A It was my intention I -- that wages was
3 taken from me.

4 Q How much was taken from you?

5 A I don't know the amount exactly, but
6 again -- but again, you have those documents in
7 your -- so we'd have to pull the exhibit, I guess.
8 You know, to get the exact amount, but it was not
9 41,000 that we agreed to.

10 Q But it is your testimony that you performed
11 work after receiving your termination notice because
12 you disagree with it?

13 A That's correct.

14 MR. BOYKIN: Okay. Take a break.

15 THE REPORTER: Okay. The time is 1:39
16 p.m. We're off the record.

17 (Off the record.)

18 THE REPORTER: The time is 1:43 p.m.
19 We're back on the record.

20 BY MR. BOYKIN:

21 Q Okay. Pastor Terry, who was your contact at
22 the bank for the church?

23 A Gwen Able and Adrian Goss -- Goss.

24 Q Did they ever ask you for a resolution from
25 the church to make the changes you were asking for?

1 A I'm not familiar with the -- the terminology
2 resolution. Is there something else you're looking
3 for? That -- that -- that -- that term is throwing me
4 off. I can't -- I can't answer that, according to
5 that terminology you're using.

6 Q What authority did they ask you to produce
7 from the church indicating you were authorized to make
8 the changes that you were representing to them that
9 you wanted made?

10 A The by-laws, as well as minutes from our
11 deacons' meeting.

12 Q Okay. All right. Were you familiar with
13 the churches on-line giving account?

14 A Yes, I was.

15 Q Did you have access to that?

16 A Yes, I did have access to the on-line giving
17 account, yes.

18 Q Okay. Was there ever a point in time when
19 you had exclusive access and to the exclusion of the
20 rest of the church?

21 A When you speak about exclusive you mean just
22 me only?

23 Q You denied Mr. Chappell and others access to
24 it. Did that happen, sir?

25 A I -- yes, I inactivate Kirk Chappell's

1 profile and others. Who are others?

2 Q You encouraged the church membership to give
3 only to the church only through that vehicle. Is that
4 not true?

5 A That is correct.

6 Q Okay. Also the meeting on December 26th,
7 when you understood that meeting was to take place,
8 you encourage members you had communications with, not
9 to attend the meeting. Is that correct?

10 A That's correct.

11 Q Okay. Tell me about the emergency Zoom
12 meeting that you had on December 20th, 2020.

13 MR. FOSTER: I believe I need to say
14 something about the form of the question.

15 MR. BOYKIN: You can.

16 MR. FOSTER: Tell me about.

17 MR. BOYKIN: Yes.

18 MR. FOSTER: Okay. Obviously and I'll
19 leave it at that -- I'm objecting to the form, and
20 I'll leave it at that.

21 MR. BOYKIN: Thank you, thank you.

22 THE WITNESS: The date doesn't come to
23 mind. Again, I don't have the information of data in
24 front of me. You know, I didn't know if I could bring
25 it or not, because if I knew I would have brought it.

**DEF. DEPO
EXCERPT
PP. 91**

1 don't see any reference in those documents to anything
2 called Baptist doctrine. If you could take a minute,
3 look at them, tell me whether you find that
4 terminology used there.

5 A No, I don't see that, other than the word
6 baptism.

7 Q According to the documents that we've been
8 provided and have provided on your behalf, there are
9 references to a covenant that you signed with Mr.
10 Chappell, I'm going to say in August of 2019. Do you
11 recall such a document?

12 A Yes, I do.

13 Q You have not supplied that document to me,
14 and for the record, I would notice it was not supplied
15 to us in discovery. There is reference to it, I
16 believe I'm allowed to say, in your contact with Ms.
17 Able and with Mr. Chappell. I believe in fact there
18 are at least two requests they'd turn it over. All
19 this is background to saying, to the best of your
20 recollection, does that covenant that you signed
21 contain the words Baptist doctrine?

22 A Not from my recollection or memory, no.

23 Q No, sir, you indicated you've preached at a
24 great many churches. I believe you used the term
25 quote hundreds. I would suggest that you may perhaps

STATE OF SOUTH CAROLINA	]	IN THE COURT OF COMMON PLEAS
	]	
COUNTY OF FAIRFIELD	]	SIXTH JUDICIAL CIRCUIT
	]	
SAINT LUKE BAPTIST CHURCH,	]	
	]	MEMO IN OPPOSITION TO
Plaintiff,	]	
vs.	]	PLAINTIFF'S MOTION
	]	
RAYSHAWN TERRY,	]	FOR SUMMARY JUDGMENT
	]	
Defendant.	]	C. A. No. 21-CP-20-00024
	]	

This matter was filed January 14, 2021. It concerns the Plaintiff's alleged firing of the Defendant TERRY from his position as Pastor of the Plaintiff Church. It also involves the Defendant's un-retained property, his slander by the Church as a thief of its money, and its non-payment of TERRY's wages.

The Plaintiff has conducted one deposition, and received the Plaintiff's responses to its first discovery request. No Scheduling Order has been issued herein. The Defendant is pursuing discovery.

Our Supreme Court has held:

"In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). Because summary judgment is a drastic remedy, it must not be granted until the opposing party has had a "full and fair opportunity to complete discovery." *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Lanham [v. Blue Cross & Blue Shield of S.C., Inc.]*, 349 S.C. at 362, 563 S.E.2d at 333 [2002].

[*Evening Post Publ'g Co. v. Berkeley County Sch. Dist.*, 392 S.C. 76, 82, 708 S.E.2d 745, 748 (S.C. 2011)]

Our Court of Appeals has held:

The purpose of summary judgment is to expedite the disposition of a case that does not require the services of a factfinder. *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003). "Summary judgment is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery." *Id.* at 69, 580 S.E.2d at 439. "Summary judgment is not appropriate when further inquiry into the facts of the case is desirable to clarify the application of the law." *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 378, 534 S.E.2d 688, 692 (2000).

[*Gary v. Askew*, 417 S.C. 232, 239, 789 S.E.2d 94, 98 (Ct.App. 2016), *reh'g denied* (Aug 17, 2016)]

Discovery in this matter is not complete, as recited above. There is thus every indication that the Plaintiff is in possession of, or has suppressed, other documents relevant to this case. The Plaintiff has specifically failed to produce the covenant contract entered into between the parties for the Defendant's service as pastor. On knowledge and information, the Plaintiff has committed, or is chargeable with, spoliation of that evidence. [SEE **Appendix A.**]

The Defendant would further note the Plaintiff refused production of its relevant financial records on the grounds that the request was "not defined." [SEE **RespInters.pdf**] Yet with its Memo herein, it produces what purports to be the Defendant's Wage Report. [Plaintiff's Exhibit M.] The Defendant maintains the production request was clear enough to allow production of any evidence as to wages prior to Monday, March 28th, 2022.

In the absence of completed discovery, a motion for summary judgment cannot go forward.

DISCUSSION OF GROUNDS: COMPLIANCE WITH BY-LAWS IN FIRING

The Plaintiff maintains that the Defendant TERRY's firing was done in compliance with the By-Laws of the Church. This is strongly disputed.

Page 4 of the By-Laws of the Plaintiff Church provides, in relevant part, as follows:

MEETINGS OF THE CHURCH

Church conference meetings for business shall be held every quarter, three (3) months. Special meetings may be called by the Pastor, or in case of sickness of the Pastor, by the Assistant Pastor, in the absence of both of the above, the chairman of the Board of Deacons. Twenty-five (25) members shall constitute a quorum for transaction of business. The church shall regularly meet every Lord's Day for public worship of Almighty God. The ordinance of the Lord's Supper shall be observed by the church each First Sunday. *there shall be no meeting of the church without an approved agenda.*

The alleged meeting of the Church resulting in firing the Defendant TERRY took place on December 26th, 2020. It was not called by the Defendant as Pastor, nor by Barzelle Manning, the Assistant Pastor. The Chairman of the Board of Deacons had resigned prior to the meeting. [SEE **Appendix B.**]

In addition, the By-Laws contain no requirement for notice, for time of notice, or for procedure of meetings. No proper proof of notice, of time of notice, of receipt of notice, nor of quorum at the alleged meeting exists in the documents now in discovery. Counsel would note that the "procedure" of the December 26th meeting was to have people attend in their cars and beep their horns to indicate agreement. [SEE **Appendix B.**] There is no provision for such procedure in the By-Laws.¹ The Defendant TERRY would note that he was dis-invited to attend the December 26th meeting that purports to have fired him. [SEE **Appendix D** and **MtgE-mail.pdf.**]

The Memo of the Plaintiff Church apparently maintains that the failure to follow either the By-Laws or due process is excused by the fact that it was a regular quarterly meeting. The question would then be 1) who had the right to call a quarterly meeting, and 2) by what right was the Defendant TERRY excluded?

The alleged Meeting of December 26th did not follow the By-Laws of the Church, neither did it comply with the most elementary rules of due process. Regardless of the Plaintiff's invocation of "Baptist doctrine", the legal fact is that having promulgated the By-Laws, the Plaintiff Church was bound by those By-Laws. It is also bound by the normal requirements of due process. In the absence of proof that it has followed either the By-Laws or due process, any firing of the Defendant TERRY is null and void.

1. The Defendant would note that if the meeting took place in cars, the purported list of attendees was composed at another time.

DISCUSSION OF GROUNDS:

CONVERSION

The Defendant Terry has testified as to the Plaintiff's retention of items belonging to him. Rev. TERRY testified to items he brought to the Church. He testified as to his prohibition from the property. There is no denial of the Church's continued retention of that property, or any grounds stated for such retention. [SEE **Appendix C.**] There is no evidence of an intent on TERRY's part to gift the items to the Church, or his abandonment of those items. Thus the Defendant has set out grounds for conversion *pro se*.

DISCUSSION OF GROUNDS:

BREACH OF CONTRACT WITH FRAUDULENT INTENT

The Plaintiff seeks to dismiss this cause of action on the basis that there was no contract between the parties. The Defendant reiterates that such a contract, characterized as a covenant contract existed and has been suppressed by the Plaintiff. [SEE **Appendix A.**]

Even were there no written contract with the Defendant TERRY, that fact would be insufficient as basis to dismiss the cause of action. The fact that such a contract may have had no expiration date is not a bar to its enforcement on the basis of the Statute of Frauds. 72 AM.JUR.2D *Statute of Frauds* § 42 (1994) states:

It is a well-settled general rule that a contract for personal services for an indefinite time . . . or a contract of employment upon such terms purporting to give permanent employment, is not within the scope of the provision of the statute of frauds requiring contracts incapable of performance within a year from the time of their formation to be in writing for the reason that contracts of this description are deemed possible of performance within one year of their formation, since, for example, the employee may die within that period.

[Emphasis added.]

The above is the rule adopted by our Supreme Court in *McGehee v. South Carolina Power Co.*, 187 S.C. 79, 196 S.E. 538 (1938); *affirmed, Elkins v. Plywoods-Plastics Corp.*, 219 S.C. 296, 65 S.E.2d 243 (1951).

As a further basis for breach with fraudulent intent, the Defendant TERRY would note that he was not un-invited to attend the December 26th meeting that purports to have fired him. [SEE **Appendix D.** and **MtgE-mail.pdf**]

DISCUSSION OF GROUNDS:

SLANDER / SLANDER *PER SE*

The Plaintiff correctly recites that a slanderous statement cannot be one in the pleadings alone, but must have been made to a third party. The Plaintiff Church made a claim its pleading that the Defendant TERRY had stolen funds. That claims was confuted by TERRY in his Deposition. [SEE **Appendix E**; the Deposition itself is attached as an Exhibit.]

The Church, by its members and alleged officer, had in fact spread this claim to third parties and to the community at large. The Defendant TERRY heard of the claim from Brenda Anderson of Winnsboro, S.C., as coming from Kirk Chappell of the Church.² On knowledge and information, that spreading of this claim to the local community will also be confirmed by other persons in further discovery.

The Defendant would note that the Plaintiff makes no effort in its Memo and Exhibits to confirm the allegation of theft against TERRY. Rather, it hopes, by the invocation of this requirement of a third party outside the litigation, to side-step the issue.

DISCUSSION OF GROUNDS:

NON-PAYMENT OF WAGES

The Plaintiff asserts payment to TERRY by its Exhibit M. "wage report" – disclosed to the Defendant for the first time as an Exhibit to its Motion. The Plaintiff's testimony directly contradicts that document, and thus gives rise to a factual dispute, precluding summary judgment.

The Plaintiff also asserts the effect of the report from the South Carolina Department of Labor, its Exhibit N. The document referred to, if counsel for Defendant may be allowed, is a

2. Ms. Anderson has already been listed as a witness in the Defendant's Response to Interrogatories.

standard investigation letter stating that the Department will go no further; this is the letter sent in every non-payment case that counsel has either prosecuted or defended. It does not preclude action by the individual party seeking lost wages.

The Defendant would again note that the Plaintiff refused production of its relevant financial records on the grounds that the request was "not defined." [SEE **RespInters.pdf**] Yet with its Memo herein, it produces what purports to be the Defendant's Wage Report. [Plaintiff's Exhibit M.] The Defendant maintains the production request was clear enough to allow production of any evidence as to wages prior to Plaintiff's Exhibits to its Memo, filed Monday, March 28th, 2022.

CONCLUSION

The Plaintiff Church has produced no unchallenged facts in support of its Motion. The legal arguments made have been confuted in each instance. Discovery in this action must continue. The Plaintiff has not demonstrated a right to summary judgment.

/s/ John Martin Foster
Attorney for Defendant TERRY

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803-324-8100
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jmfooster@comporium.net

March 28, 2022

Rock Hill, South Carolina

/home/jmfooster/Documents/TerryRAMemoTR.odt

Appendix A:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access.

Page 60:

- 18 Q Could you tell me the terms of your
19 employment with the church?
20 A Not off hand from memory, but I can tell you
21 things that I remember from the document that I read
22 or expectations I would assume that's what it would
23 have.
24 Q Expectations?
25 A Yes.

Page 61:

- 1 Q Okay. Tell me what you read and tell me
2 what you assumed.
3 A I remember reading the amount of Sundays
4 that I was to preach. I was to notify someone if I
5 was -- excuse me -- notify my secretary or someone in
6 leadership if I would be out. The bylaws here, you
7 know, what the by-laws are saying here under pastor --
8 trying to think what else is in there. It was like
9 a -- I want to say it was like an expectation or it
10 was a document that was crafted to share what
11 expectation was and I read that and we -- and me and
12 Kirk Chappell discussed the terms of the employment as well.

Page 91: (Questioner here is Defendant's counsel)

- 7 Q According to the documents that we've been
8 provided and have provided on your behalf, there are
9 references to a covenant that you signed with Mr.

10 Chappell, I'm going to say in August of 2019. Do you
11 recall such a document?

12 A Yes, I do.

13 Q You have not supplied that document to me,
14 and for the record, I would notice it was not supplied
15 to us in discovery. There is reference to it, I
16 believe I'm allowed to say, in your contact with Ms.
17 Able and with Mr. Chappell. I believe in fact there
18 are at least two requests they'd turn it over.

Appendix B:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access:

Page 94:

- 11 Q Did you or, if that's what she was, the
12 associate pastor, call the meeting for 12/26?
13 A No.
14 Q You were, I assume, available?
15 A Yes.
16 Q Mr. Chappell, according to the documents
17 that I have seen in discovery, resigned as chairman of
18 the board of records, I'm going to say in October. Am
19 I saying that correctly?
20 A No.
21 Q Okay. Correct me.
22 A I made an executive decision to remove him,
23 and he accepted my executive decision.

Pages 97-98:

- 18 Q So I understand that at the meeting of
19 December 26, according to the document we've been
20 provided by discovery, that people were told to turn
21 to radio station 95.5 and to affirm their opinion by
22 honking their horns. Assuming this to be correct,
23 sir, are you aware of anything in the by-laws that
24 would authorize that kind of behavior?
25 A I am not aware of -- of that. No, I'm not
1 aware of that

Appendix C:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access.

Pages 64:

- 14 Q All right. You have a claim for conversion.
15 You're suing the church for conversion, saying that
16 the church converted your property, okay. What
17 property of yours has the church converted?
18 A I had instruments that I had brought to
19 the -- to the church.
20 Q Okay. I'm going to need you to identify the
21 instruments. Okay. Instrument by instrument.
22 A I believe there's a list. I don't have a
23 list on me. I wouldn't be able to give you the
24 exhaustive list because I believe there was a list
25 that was submitted to your team.

Page 65:

- 1 Q As she looks for that, do you have any
2 recollection of any instruments that would have been
3 on there?
4 A Oh, yeah. It would have been a keyboard and
5 its wires and plug-ins that go with it. It was a
6 Motif keyboard and its fittings that go with it. It
7 was a -- a -- a guitar rig and its fittings. When I
8 say fittings, I'm saying the components that goes with
9 that device.

Pages 66:

- 18 Q All items that you claim the church took
19 from you. I want to know -- that you brought to help
20 your ministry. I want to know did you ever ask the
21 church to supply those things to you.

22 A Yes.

23 Q How did they respond to that question?

24 A I don't -- I don't -- I don't recall. I

25 believe it was -- I don't know if it was a text or a

Page 67:

1 letter or something that said they would drop the --

2 the information or they would drop it off at my

3 attorney's office.

4 Q Okay. We're at two different points in

5 time.

6 A Okay.

7 Q The point that I'm talking to you about, is

8 the commencement of the property being on the church's

9 grounds.

10 A Okay.

11 Q I'm asking you, did the church ever agree

12 for you to bring it onto the grounds?

13 A Oh, okay. No --

14 Q Why did you leave your property on the

15 church's grounds?

16 A Once again, this is hearsay. I don't have

17 fore knowledge at that moment, but I was told that I

18 had a no trespass that Deacon Kirk Chappell placed on

19 me and if I came on the grounds, I would be arrested.

20 Q Okay. That's further down the road, isn't

21 it, because I want to know why was it left there to

22 start with.

23 A From my understanding, I had a no trespass

24 order. That's the reason why it was left. That I

25 could not retrieve.

APPENDIX D:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access.

Page 72:

- 7 Q So the letter asserted that the church, in a
8 meeting, voted to end your relationship with the
9 church?
10 A No.
11 Q Okay. What did it do?
12 A It was stated that my position, pastoral
13 position, was on the agenda and I was not invited to
14 the meeting.
15 Q That's the invitation to the meeting. After
16 the meeting was over --
17 A Okay.
18 Q -- what did you learn was the result of the
19 meeting?
20 A First it was hearsay or individuals calling
21 me or telling me or texting me, saying that -- well
22 I'm just trying to -- that's been -- let's see.
23 'Cause a lot was going on during that time. I believe
24 I did get a calls, stating that they had terminated me
25 and then I received, again, you know, I can't remember

Page 73:

- 1 'cause I have to see the documents. I don't know if
2 it was a text or an e-mail or a call that I was
3 terminated, from Kirk Chappell.

Appendix E:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access.

Page 77:

23 Q Did you have access to any of the members'
24 funds that were being donated to the church?
25 A Did I have access to the members' funds that

Page 78:

1 was being donated to the church. No, I didn't have
2 access to the funds of the members --
3 Q Okay. As we see here today --
4 A -- the church.
5 Q -- you had no access to any tithes and
6 offerings that were contributed to Saint Luke Baptist
7 Church?
8 MR. FOSTER: If I may, I assume you
9 intend that question to be as of a particular time.
10 MR. BOYKIN: I will get there. No.
11 THE WITNESS: I did not have access to
12 the funds of any members at Saint Luke Baptist Church.
13 BY MR. BOYKIN:
14 Q Okay. Did you have access to any funds at
15 all associated with Saint Luke Baptist Church?
16 A No, I did not have access to any funds
17 associated with Saint Luke Baptist Church.
18 Q Did you receive any money from Saint Luke
19 Baptist Church in any form or manner?
20 A Sometime later. I don't know if it was in
21 January or February. I received a handwritten check
22 from Saint Luke Baptist Church. If I can recall the

23 memory, I have to pull it. You know, again, I don't,
24 you know, like -- I have look at the document to
25 reference from it, but there was a handwritten check.

APPENDIX F:

The Defendant has filed his Deposition herewith taken December 17, 2021. He supplies the Court with the following excerpts for ease of access.

Page 77:

17 Q When did you get your last paycheck from the
18 church?

19 A I -- I received my last paycheck in
20 December. I'm thinking it probably had to be the week
21 before this meeting was called, so it was doing that
22 time, that -- that -- that --

Page 84:

12 Q Does the church owe you any additional
13 wages?

14 A I believe so. We agreed for my salary to be
15 41,000 for 20 -- excuse me. 41,000 a year. I did not
16 receive 41,000 in 2020.

17 Q How much did you receive in 2020?

18 A Again, that's in your documentation. I
19 don't have the exact number, so I would be guessing.
20 So I don't know if, you know, if -- if that's okay to
21 guess or I should not guess. So I would say refer
22 back to the documentation that you have. I believe I
23 did present to you my last paystub with that amount,
24 but it was not 41,000.

25 Q So it's your contingent that you were

Page 85:

1 underpaid?

2 A It was my intention I -- that wages was
3 taken from me.

4 Q How much was taken from you?

5 A I don't know the amount exactly, but

- 6 again -- but again, you have those documents in
7 your -- so we'd have to pull the exhibit, I guess.
8 You know, to get the exact amount, but it was not
9 41,000 that we agreed to.
10 Q But it is your testimony that you performed
11 work after receiving your termination notice because
12 you disagree with it?
13 A That's correct.

Fw: pastor

From: rayshawn terry (romont16@yahoo.com)

To: rayshawnterry@slbcw.org; rayshawn.terry@adp.com

Date: Friday, December 25, 2020, 11:38 AM EST

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Kirk Chappell" <chappelldaycare@gmail.com>

To: "Rayshawn Terry" <romont16@yahoo.com>

Sent: Wed, Dec 23, 2020 at 6:23 AM

Subject: pastor

Hi Pastor Terry, Deacon's Ministry would like to inform you that the deacon's and congregation of St. Luke Baptist Church will meet on Saturday, December 26, 2020 at 10:00 a.m. to discuss business of the church which includes the Pastoral position. You are not welcome or invited to attend this meeting your consideration and cooperation will be greatly appreciated. Please look at the attachment below.

Kirk Chappell
Chairman of Deacon Ministry



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Cease Desist with signiture.pdf
232.5kB

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD
SAINT LUKE BAPTIST CHURCH,

Plaintiff,

vs.

RAYSHAWN TERRY,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE SIXTH JUDICIAL CIRCUIT

C.A. No. 2021-CP-20-00024

**PLAINTIFF'S RESPONSES TO
DEFENDANT'S REQUEST FOR
PRODUCTION OF DOCUMENTS
AND/OR THINGS**

TO: JOHN MARTIN FOSTER, ESQ., ATTORNEY FOR DEFENDANT:

Plaintiff Saint Luke Baptist Church, (hereinafter the "Plaintiff") hereby responds to Defendant's Request for Production of Document and/or Things, in accordance with the numbered paragraphs thereof, as follows:

DOCUMENTS REQUESTED

1. Any and all documents regarding the subject transaction and/or regarding any subsequent actions or events regarding the subject matter of the transaction.

RESPONSE: Plaintiff attaches 141 pages of discovery, under those conditions set out above, in response to this Request for Production.

2. Any and all documents regarding correspondence and communications between either the parties, their respective officers, agents, servants, or employees, First Horizon Bank, its officers, agents, servants or employees, or any of them.

RESPONSE: Plaintiff directs Defendant to pages 1, 7-34, 38-67, and 109-110 of the response to Request for Production No. 1.

3. Any and all documents referenced in the answers to the Responding Party's Interrogatories, dated and filed contemporaneously herewith.

RESPONSE: Plaintiff directs Defendant to the response to Request for Production No. 1.

4. Any and all photographs, diagrams, sketches, plats or other prepared documents of any kind whatsoever relating to this civil action.

RESPONSE: Plaintiff directs Defendant to the response to Request for Production No. 1.

5. Any and all documents obtained pursuant to *Subpoena* in this civil action.

RESPONSE: Plaintiff directs Defendant to pages 68-110, and 115-117 of the response to Request for Production No. 1.

6. Copies of any tax returns filed on behalf of the Plaintiff for the tax years of 2019 to date.

RESPONSE: Plaintiff objects to this request on the grounds that Plaintiff is a church and, therefore, is automatically considered tax exempt and not required to file a tax return.

7. Copies of any financial records of, or relating to, the Plaintiff Church during the relevant period.

RESPONSE: Defendant objects to this request as the phrase "financial records" is not defined.

8. Copies of any documents relating to the taxable status of the Plaintiff Church.

RESPONSE: Defendant objects to this request on the grounds that it seeks a conclusion of law. To the extent a response is required, Plaintiff directs Defendant to section 501(c)(3) of the Internal Revenue Code.

9. Copies of any financial records of, or relating to, any loans to, or mortgages by, the Plaintiff Church during the period of September, 2015 to date.

RESPONSE: Plaintiff objects to this request on the grounds that the relevant period is June 1, 2019-present. For these years, Plaintiff objects to this request on the grounds that the phrase "financial records" is not defined. To the extent a response is required, Plaintiff directs Defendant to the Response to Request for Production No. 5. As to any period before the relevant period, Plaintiff objects on the grounds that the request is not reasonably calculated to lead to the discovery of admissible evidence.

10. Any documents received pursuant to any *Subpoena* issued to any third party in this civil action.

RESPONSE: Plaintiff directs Defendant to the response to Request for Production No. 5.

11. Any minutes or documents evidencing any meeting of the Plaintiff Church held pursuant to the Order of the Circuit Court file February 4th, 2021.

RESPONSE: Defendant is referred to pages 53-65 of the response to Request for Production No. 1.

BOYKIN & DAVIS, LLC

By: _____

Charles J. Boykin (SC Bar #65149)

Kenneth A. Davis (SC Bar #66416)

P. O. Box 11844

Columbia, South Carolina 29211

Telephone: 803-254-0707

Facsimile: 803-254-5609

Attorneys for Plaintiff Saint Luke Baptist Church

November 24, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF FAIRFIELD]
SAINT LUKE BAPTIST CHURCH,]
Plaintiff,]
vs.]
RAYSHAWN TERRY,]
Defendant.]

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

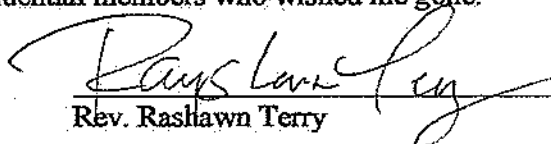
AFFIDAVIT IN OPPOSITION TO
PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT

C. A. No. 21-CP-20-00024

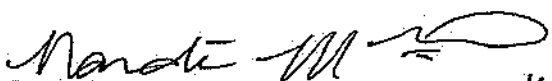
Personally appeared before me Rev. Rayshawn Terry who, being duly sworn, deposes and says under oath.

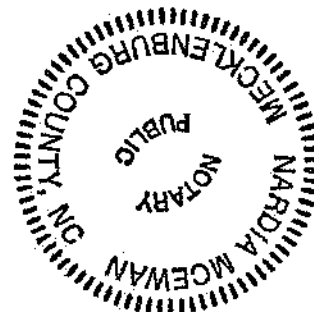
1. I am Rashawn Terry, the Defendant in the case above. Until I was supposedly dismissed I served as the Pastor at Saint Luke Baptist Church in Fairfield County, South Carolina.
2. I had a contract with the Church to serve as Pastor, designated as a Covenant Contract. This document was in writing and signed by me and by Deacon Kirk Chappell. That document set out my duties, my position and my pay. It has not been produced in this case.
3. I affirm the statements set out in my counsel's Memo in Opposition to the Motion for Summary Judgment, and in my testimony at the Deposition of December 17th, 2021.
4. I received the e-mail supplied as an exhibit named **MtgE-mail.pdf** from Kirk Chappell, warning me off the December 26th meeting by which the Plaintiff Church claims to have fired me. The meeting was not called by me or any person authorized by the By-Laws of the Church. Understanding it to be an unlawful attempt by dissident members of the Church, I did not feel it proper to attend.
5. The below is a list of missing items which Kirk Chappell of the Church refused to return to me. Sherrod Brown was present during my attempted pick up of these items and can corroborate these events:
 - a) HD I Rig - I have the receipt.
 - b) Several pictures that I purchased which were gifts - one picture that hung in my office read "Goodtimes".

- c) 2 Behringer Speaker Monitors with their power chords and accessory components.
 - d) Sling TV device.
 - e) I-pad stand.
 - f) Missing power chords to my keyboard and stick system.
6. I reaffirm that I have not been paid my agreed salary by the Church, as referenced in my Deposition.
7. I have read the Exhibit M. that purports to set out payments to me. That list is not true; the Plaintiff cannot produce cancelled checks to back it up.
8. I reaffirm that I have never taken funds from the Church, or its accounts, except in the form of monies paid as salary. I firmly believe this story was invented and spread to justify my treatment by the Church and those influential members who wished me gone.


Rev. Rashawn Terry

SWORN TO and subscribed before me
this 28 day of March, 2022.


Notary Public for ~~South Carolina~~ North Carolina
My commission expires: 2-26-2025



Fw: pastor

From: rayshawn terry (romont16@yahoo.com)

To: rayshawnterry@slbcw.org; rayshawn.terry@adp.com

Date: Friday, December 25, 2020, 11:38 AM EST

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Kirk Chappell" <chappelldaycare@gmail.com>

To: "Rayshawn Terry" <romont16@yahoo.com>

Sent: Wed, Dec 23, 2020 at 6:23 AM

Subject: pastor

Hi Pastor Terry , Deacon's Ministry would like to inform you that the deacon's and congregation of St.Luke Baptist Church will meet on Saturday, December 26, 2020 at 10:00 a.m. to discuss business of the church which includes the Pastoral position . You are not welcome or invited to attend this meeting your consideration and cooperation will be greatly appreciated. Please look at the attachment below.

Kirk Chappell
Chairman of Deacon Ministry



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232.5kB

REQUEST TO CEASE AND DESIST
ALL ACTS OF BREACH OF CONTRACT

SAINT LUKE BAPTIST CHURCH
183 St. Luke Church Rd
Winnsboro, South Carolina 29180

Mr. Rayshwan Terry
2435 Chatham Dr.
Indian Land, South Carolina 29707

Dear Mr. Rayshwan Terry

You freely entered into a SLBC Pastor Expectation and Covenants on 8-1-2019. We have noticed that you have been doing the following: infringing on the church intellectual property, within the following all city, all state, or all territory this conduct has caused damages and harm for which the law allows remedies.

It has come to our attention that you are in breach of the agreement. Rayshwan Terry do not enter in any contract, agreement or partnership deal with financial and responsibilities to the church. Also do not apply for the 501c3 for the church without approval for the church. You are hereby requested to CEASE AND DESIST any further violation of the Pastor Expectation and Covenants.

It is not our wish to seek legal recourse; however we will take all necessary actions to protect SAINT LUKE BAPTIST CHURCH's interests.

You are hereby requested to immediately cease and desist any further breach of the agreement.

Sincerely

Deacon Broad

Clarence Padgett
Dewitt Cooper
Walter Boyd
Eugene Wyke
H. Boyd
Caron Brown
I. Keith Chappell

Page 1

STATE OF SOUTH CAROLINA - COUNTY OF FAIRFIELD
IN THE COURT OF COMMON PLEAS
OF THE SIXTH JUDICIAL CIRCUIT

SAINT LUKE BAPTIST CHURCH,

Plaintiff,

v.

Case No.

RAYSHAWN TERRY,

2021-CP-20-00024

Defendant.

DEPOSITION OF RAYSHAWN TERRY

DATE: Friday, December 17, 2021

TIME: 10:06 a.m.

LOCATION: Foster Law Firm

The Guardian Building

223 East Main Street, Suite 520

Rock Hill, SC 29730

REPORTED BY: Ashley Manini, Notary Public

JOB NO.: 4977860

Rayshawn Terry
Saint Luke Baptist Church Vs. Terry, Rayshawn

December 17, 2021

ELECTRONICALLY FILED - 2022 Mar 28 11:04 AM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Page 2	Page 4														
APPEARANCES ON BEHALF OF PLAINTIFF SAINT LUKE BAPTIST CHURCH: CHARLES J. BOYKIN, ESQUIRE Boykin & Davis, LLC 270 Stoneridge Drive Columbia, SC 29210 cjboykin@sc.boykinc.com (803) 254-0707 ON BEHALF OF DEFENDANT RAYSHAWN TERRY: JOHN MARTIN FOSTER, ESQUIRE John Martin Foster Law Office 233 East Main Street, Suite 520 Rock Hill, SC 29731 jmfoster@jmfosterlaw.com (803) 324-8100 ALSO PRESENT: Kirk Chappell, Deacon Briana Marshall, Boykin Davis, LLC	PROCEEDINGS THE REPORTER: Good morning. My name is Ashley Marini; I am the reporter assigned by Veritext to take the record of this proceeding. We are now on the record at 10:06 a.m. This is the deposition of Rayshawn Terry taken in the matter of Saint Luke Baptist Church vs. Rayshawn Terry. Civil action number 2021-CP-20-00024 on December 17, 2021, at 223 East Main Street, Rock Hill, South Carolina 29730. MR. FOSTER: Suite 520. THE REPORTER: Suite 520. Thank you. I'm a notary authorized to take acknowledgements and administer oaths in South Carolina. Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording virtually of this proceeding: - is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and														
INDEX <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">EXAMINATION:</th> <th style="text-align: right;">PAGE</th> </tr> </thead> <tbody> <tr> <td>By Mr. Boykin</td> <td style="text-align: right;">6</td> </tr> <tr> <td>By Mr. Foster</td> <td style="text-align: right;">90</td> </tr> </tbody> </table> <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">EXHIBITS</th> <th style="text-align: right;">PAGE</th> </tr> </thead> <tbody> <tr> <td>NO. DESCRIPTION</td> <td></td> </tr> <tr> <td>Exhibit 1 Saint Luke Baptist Church By-Laws</td> <td style="text-align: right;">48</td> </tr> <tr> <td>Exhibit 2 Letter of Termination</td> <td style="text-align: right;">73</td> </tr> </tbody> </table>	EXAMINATION:	PAGE	By Mr. Boykin	6	By Mr. Foster	90	EXHIBITS	PAGE	NO. DESCRIPTION		Exhibit 1 Saint Luke Baptist Church By-Laws	48	Exhibit 2 Letter of Termination	73	Page 5 - shall constitute written stipulation of such. At this time will everyone in attendance please identify yourself for the record and I'll start with you Mr. Boykin. MR. BOYKIN: Charles Boykin with Boykin & Davis. MS. MARSHALL: Briana Marshall with Boykin and Davis. MR. CHAPPELL: Kirk Chappell, Saint Luke Baptist Church, Chairman of the Deacons. MR. FOSTER: John Martin Foster, attorney for Reverend Terry. MR. TERRY: And Rayshawn Terry. THE REPORTER: Thank you. Hearing no objection, I will now swear in the witness. Please raise your right hand. WHEREUPON, RAYSHAWN TERRY, called as a witness, and having been first duly sworn to tell the truth, the whole truth and nothing but the truth, was examined and testified as follows: THE REPORTER: Thank you. Counsel, you may begin. //
EXAMINATION:	PAGE														
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Rayshawn Terry
Saint Luke Baptist Church Vs. Terry, Rayshawn

December 17, 2021

ELECTRONICALLY FILED - 2022 Mar 28 11:04 AM - FAIRFIELD - COMMON PLEAS - CASE#2021CP2000024

Page 6	Page 8
1 EXAMINATION 2 BY MR. HOYKIN: 3 Q Reverend Terry, would you state your full 4 name for the record and spell it where necessary? 5 A Yes. Rayshawn Remont Terry. 6 R-A-Y-S-H-A-W-N. R-O-M-O-N-T. T-E-R-R-Y. 7 Q Have you had your deposition taken before in 8 any proceeding, not just this one, but any proceeding? 9 A No. 10 Q Okay. I'm going to ask you questions. 11 There's a proceeding and that proceeding, the court 12 reporter identified earlier between you and Saint Luke 13 Baptist Church of Winnsboro, and this proceeding deals 14 with claims that you brought primarily. There was a 15 question about the court or judgment there. I'm not 16 sure whether that's moot or not, but we'll ask some of 17 those questions as well. Okay. 18 If I ask you a question and it's not clear to 19 you, you need to let me know that you don't understand 20 the question or what have you. I will either rephrase 21 or restate the question, whatever the case may be. 22 If, however, I ask a question and you answer it, I 23 will assume you understood it and we will seek to rely 24 on any answer you give, okay? 25 A Okay.	1 break will not commence if there's a question pending. 2 The question will be answered, and then we'll see if 3 we are at a good point where we could stop. Is that 4 fair? 5 A Yes. 6 Q Okay. Now, are you on any medication that 7 would interfere with your ability to testify 8 truthfully and honestly here today? 9 A No. 10 Q Okay. Have you consumed any drugs, legal or 11 illegal, which would interfere with your ability to 12 testify truthfully here today? 13 A No. 14 Q Okay. Is there anything that you can think 15 of that will prohibit you from testifying truthfully 16 and honestly here today? 17 A No. 18 Q If it's okay with you, I will try to refer 19 to you as Reverend Terry. Is that acceptable? 20 A Pastor Terry. 21 Q You would prefer Pastor Terry? 22 A Yes. 23 Q Okay. I will try. Like I said, try 24 Reverend Terry. I will try pastor. In preparing, 25 Reverend Terry is what I schooled myself on. So I
Page 7	Page 9
1 Q During this deposition, your lawyer may 2 object to the form of the question. His objection 3 does not relieve you of the obligation to respond. It 4 is something that lawyers use on the record as 5 guideposts for them. It has nothing to do with 6 whether you respond to the question or not, so I would 7 expect you to respond to the question if he objects as 8 to form. 9 He can object and direct you not to answer the 10 question. That will effectively end the deposition 11 and he will have to make a proceeding before the court 12 so that we'll know which way to go from that 13 standpoint, okay? 14 If you have questions, since you're under oath, 15 the questions that you have would pertain primarily to 16 the deposition, therefore, your questions must be 17 directed to me. I will not seek to give you legal 18 advice. I will only respond to the question within 19 the context of this deposition. Do you understand? 20 A Yes. 21 Q Okay. I don't know how long this deposition 22 will go. It's not a marathon. If you need a break, 23 you let me know and we'll get to a point where you can 24 have a break, but it'll be something that, as a 25 person, I would need to make sure that it's okay. A	1 will only ask that you not be offended. Pastor would 2 you -- is it okay, if I say pastor? 3 A Yes. 4 Q Would you tell me how you prepared for your 5 deposition today? 6 A How did I prepare for the deposition? 7 Q Yes, sir. 8 A I just thought about the things that had 9 happened. So that's how I prepared. 10 Q Did you review any documents? 11 A No. 12 Q Did you talk to anyone? 13 A No, outside of my attorney. 14 Q Talking to your attorney, I don't need to 15 know about. 16 A Okay. 17 Q What's your date of birth? 18 A 09/18/82. 19 Q Where is your current address? 20 A Indian Land, South Carolina. 21 Q Okay. Spell that for me. 22 A I-N-D-I-A-N Land, L-A-N-D. South Carolina. 23 Q Okay. The address is what? 24 A 2435 Chatham, C-H-A-T-H-A-M, Drive. 25 Q How long have you lived there?

3 (Pages 6 - 9)

Page 10	Page 12
1 A Six and a half years.	1 A Town called Wagram, North Carolina. Wagram.
2 Q Prior to that, where did you live?	2 Q This will show my ignorance. What part of
3 A Charlotte, North Carolina.	3 the state is Wagram, North Carolina?
4 Q What would that address have been?	4 A Scotland, County.
5 A I don't recall the address.	5 Q Scotland, County. How long did you live in
6 Q How long did you live in Charlotte?	6 Wagram?
7 A June of 2000. Since June of 2000.	7 A Roughly two years.
8 Q Okay. Since June of 2000?	8 Q Two years. Okay. So from South Charlotte,
9 A Mm-hmm.	9 you ultimately came to Indian Land, South Carolina.
10 Q Okay. You were there until roughly 2015?	10 Was that a direct move?
11 A Yes, that's correct.	11 A Yes.
12 Q Okay. So you stayed there for roughly 15	12 Q Okay. What brought you to Indian Land,
13 years, and you do not have any recollection as to	13 South Carolina?
14 where you lived?	14 A I built a home there.
15 A I don't have recollection of the address.	15 Q You built a home there. Okay. Have you
16 Q Okay. Tell me as best you can, where you	16 lived any place else in South Carolina other than your
17 lived?	17 residence in Indian Land?
18 A South Charlotte, Hallantyne.	18 A No.
19 Q Did you live in a house or in an apartment?	19 Q Okay. Who lives with you, if anyone, in
20 A Apartment.	20 your residence in Indian Land?
21 Q Do you remember the actual number of the	21 A My wife and five children.
22 apartment?	22 Q Okay. What is your wife's name?
23 A No, I do not remember the apartment number.	23 A Kameela Terry.
24 Q You lived in the same apartment for 15	24 Q Okay. I'm going to ask again, and I
25 years?	25 apologize. Give me your wife's full name, stating her
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1 A No.	1 maiden name too.
2 Q Okay. How many times do you recall moving	2 A Kameela Salters Terry.
3 during that 15-year period?	3 Q When were you married?
4 A Several times.	4 A July 7, 2015.
5 Q Okay. Several times. Was it two, three,	5 Q You said you have five children?
6 four? How many times?	6 A That's correct.
7 A From my memory, I recall at least -- at	7 Q What would be the ages of the children?
8 least five. At least five, from what I recall.	8 Give me the age and gender at the time so that we can
9 Q Okay. Before June of 2000, where did you	9 speed this up.
10 live?	10 A 18, male.
11 A Raeford, North Carolina.	11 Q You said male?
12 Q Okay. How long did you live in Raeford,	12 A Male. You said gender.
13 North Carolina?	13 Q Okay. Male?
14 MR. FOSTER: Off the record.	14 A Male.
15 MR. BOYKIN: You can take that --	15 Q Male. Okay. I'm sorry. Why don't we just
16 THE REPORTER: The time is 10:17 and we	16 go ahead and get a name because I thought you were
17 are off the record.	17 giving a name, but that's good. Give me the name too.
18 (Off the record.)	18 A Cameron.
19 THE REPORTER: We are back on the	19 Q Cameron. Okay.
20 record at 10:17 a.m.	20 A 17, female, Ajaneesh. 14, male, Ayden. 13,
21 BY MR. BOYKIN:	21 male, Ian. 13, male, Ian, I-A-N and 5, male Kaleb
22 Q Pastor Terry, I believe the question was how	22 with a K.
23 long had you lived in Raeford, North Carolina?	23 Q Are all the children in the home still?
24 A Roughly seven and a half years.	24 A Yes. I'm sorry. Except one, which is
25 Q Okay. Where were you before that?	25 Cameron. He is in college.