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In the Court of Appeals

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2011-CP-40-01320

Refuge Temple Church Of God In Christ, Inc.,.....Appellant,

v.

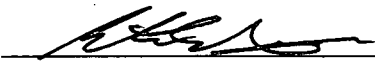
Delories Jenkins,.....Respondent.

APPELLANT'S RECORD ON APPEAL

December 16, 2016

Respectfully submitted,

MURPHY & GRANTLAND, P.A.


Peter E. Farr, Esquire

Timothy J. Newton, Esquire

P.O. Box 6648

Columbia, SC 29260

(803) 782-4100

Attorneys for Appellant Refuge Temple
Church of God In Christ, Inc.

INDEX

	<u>Page Number</u>
1. Order Denying Motion for Reconsideration filed Jan. 8, 2016	1
2. Order filed October 25, 2012.	3
3. Summons and Complaint.	9
4. Answer on Behalf of Defendants.	20
5. Transcript of Record.	28
6. Trial Exhibits.	91
A. Plaintiff's Trial Exh. 1	91
B. Plaintiff's Trial Exh. 2.....	94
C. Plaintiff's Trial Exh. 3.....	105
D. Plaintiff's Trial Exh. 4	136
E. Plaintiff's Trial Exh. 5.....	144
F. Defendant's Trial Exh. 1.....	152
G. Defendant's Trial Exh. 2.....	154
H. Defendant's Trial Exh. 3	171
7. Defendant's Proposed Order submitted June 22, 2012.....	172
8. Plaintiff's Proposed Order submitted June 28, 2012.	181
9. Motion for Judgment Notwithstanding the Verdict or to Alter or Amend filed November 7, 2012.	188
10. Memorandum in Opposition to Defendant's Motion to Reconsider filed November 19, 2012.....	201

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Delories Jenkins,

Plaintiff,

Vs.

Refuge Temple Church Of God In Christ,
Inc., and Wayne Penn, Sr., Daniel Ward,
Jr., James A. Tucker and Eronda Jackson,
Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

DOCKET NO: 2011-CP-40-1320

**ORDER DENYING DEFENDANT'S
MOTION FOR RECONSIDERATION**

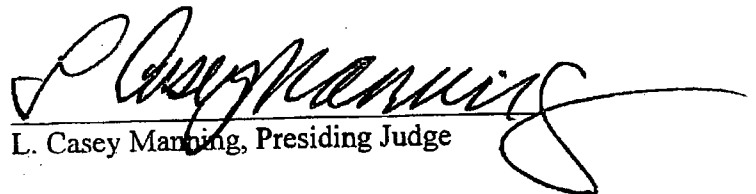
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LETICIA W. MCBRIDE
C.C.P. & G.S.

This matter comes before me upon Defendant. Refuge Temple Church Of God In Christ, Inc.'s, Motion for Judgment Notwithstanding the Verdict, pursuant to SCRCP 50(b), and a Motion to Alter or Amend pursuant to SCRCP Rule 59(e).

Having given the motions and the arguments posed therein careful and due consideration, I hereby deny Defendant's Motion for Judgment Notwithstanding the Verdict and Motion to Alter or Amend.

AND IT IS SO ORDERED.

Columbia, South Carolina
January 8, 2016


L. Casey Manning, Presiding Judge

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

DOCKET NO: 2011-CP-40-1320

Delories Jenkins,

Plaintiff,

Vs.

Refuge Temple Church Of God In Christ,
Inc., and Wayne Penn, Sr., Daniel Ward,
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Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

CERTIFICATE OF SERVICE

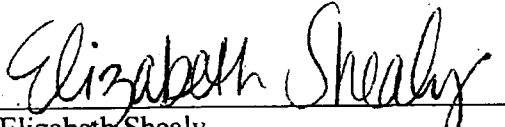
I, the undersigned employee of Hanson Law Firm, P.A., do hereby certify that I have
this date served counsel in the above referenced matter with the following by depositing same
in the United States Mail, postage paid and addressed as follows:

- (1) Order Denying Defendant's Motion For Reconsideration

COUNSEL SERVED:

Peter E. Farr, Esquire
Timothy J. Newton, Esquire
Murphy & Grantland, PA
Post Office Drawer 6648
Columbia, South Carolina 29260

January 04, 2016


Elizabeth Shealy
HANSON LAW FIRM, P.A.
6156 St. Andrews Road, Suite 101
Columbia, South Carolina 29212
Phone: (803) 798-9446
Fax: (803) 750-0203

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

DOCKET NO: 2011-CP-40-1320

Delories Jenkins,

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Jr., James A. Tucker and Eronda Jackson,
Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

ORDER

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This is an action for breach of contract and failure to pay wages pursuant to the South Carolina Payment of Wages Act, *S.C. Code Ann. § 41-10-10, et. seq.* and was before me for trial on June 18, 2012. Present at the trial were Plaintiff Delories Jenkins, along with her attorneys, Kenneth C. Hanson and Walter M. Riggs. The Defendant Refuge Temple Church Of God In Christ, Inc., was represented by Timothy J. Newman, Esquire. Defendants Wayne Penn, Sr. and Daniel Ward, Jr., were also present.

A third cause of action for tortious interference with contract was withdrawn and dismissed by Plaintiff's counsel at the outset. Likewise, Plaintiff's counsel dismissed Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker and Eronda Jackson as parties Defendant, effectively leaving the Church as the sole party Defendant.

Based on the testimony elicited at the hearing, I make the following findings of fact and conclusions of law:

1. Refuge Temple Church Of God In Christ, Inc. was founded by Pastor Edward Jenkins in June of 1997. He was its incorporator, first pastor and a member of the Board of Directors.

2. The Defendant Church was incorporated under the laws of this State, and its Articles of Incorporation (Plaintiff's Exhibit # 4), filed with the South Carolina Secretary of State on June 16, 1997, provided at Article V that "[t]he powers of the Corporation shall be

exercised by or under the authority of and the business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall have three (3) directors initially.”

3. Article VIII of The Defendant Church’s Articles of Incorporation (Plaintiff’s Exhibit # 4) provided that “[t]he Corporation will not have members and shall be governed exclusively by its Board of Directors.”

4. Article Three, Section 1, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided generally that the members of the congregation would be nonvoting members and that the Board of Directors to be voting members.

5. Article Four, Section 1, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided that “[t]he affairs of the Church shall be managed by the Board of Directors whose members shall have a fiduciary obligation to the Church.”

6. Article Four, Section 2, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided that “[t]he number of Directors shall be no less than three (3) and shall have no maximum number.”

7. Plaintiff Delories Jenkins was married to Pastor Jenkins. She was involved with and assisted her husband with the Defendant Church’s ministry from its infancy until Pastor Jenkins’s death.

8. A special meeting of the Board was called on March 13, 2002 pursuant to Article Four, Section 2, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3), which provided that “[s]pecial meetings of the Board of Directors may be called by or at the request of any two (2) Directors....”

9. According to the minutes of this special meeting of March 13, 2002, (Plaintiff’s Exhibit # 1), the Board of Directors of Defendant Church discussed, voted on, approved and authorized an employment agreement that provided for, among other things, continued employment and retirement for the Pastor and Mrs. Jenkins.

10. Pursuant to this special meeting, the Board of Directors and Pastor Jenkins entered into an agreement entitled “PASTOR’S EMPLOYMENT AND RETIREMENT AGREEMENT” (Plaintiff’s Exhibit # 2), which was executed March 13, 2002 by Pastor Jenkins and the other two members of Defendant Church’s Board of Directors, Connie Bowman and Daniel W. Ward, Jr.

11. Section 4 (A.) of the employment agreement provided that "[i]n the event of the PASTOR'S death, if PASTOR is survived by his spouse, Delories Jenkins, a monthly sum equivalent to the PASTOR'S monthly salary and housing allowance, which will become salary at the time of his death shall be paid to Mrs. Delories Jenkins for the remainder of her life, even if she leaves the church."

12. Section 5 of the agreement provided that "[i]n the event that the PASTOR is totally disabled, mentally and physically, and that such disability will be permanent and continuous during the remainder of his life, PASTOR Elder Edward Jenkins will be paid Housing Allowance and salary."

13. Further, Section 6 (D.) of the agreement provided that "... in the event of PASTOR death or total disability, this agreement shall become irrevocable."

14. Pastor Jenkins and Defendant Church performed according to the agreement, and Pastor Jenkins was paid pursuant to the agreement until his death on April 04, 2004.

15. After Pastor Jenkins's death, Defendant Church continued to honor the contractual agreement, paying Plaintiff the same monthly salary amount and housing allowance of One Thousand Five Hundred Seventy-Five and No/100 (\$1,575.00) Dollars each month (\$1,800 less \$225 deductions) throughout all of the years 2004 through January, 2010.

16. By letter dated February 4, 2010 (Defendant's Exhibit # 3), Defendant Church advised Plaintiff that the church would no longer continue to pay her the \$1,575 per month after March of 2010. The letter further indicated that Plaintiff would receive \$500 per month from April through December, at which time all monetary payments would cease. Despite this assertion, Defendant Church made no further payments to Plaintiff after a last check paid in April of 2010 in the amount of Five Hundred and No/100 (\$500.00) Dollars.

17. Plaintiff's agreement, entitled "PASTOR'S EMPLOYMENT AND RETIREMENT AGREEMENT" (Plaintiff's Exhibit # 2), is a valid and enforceable contract. "A corporation may exercise only those powers which are granted to it by law, by its charter or articles of incorporation, and by any bylaws made pursuant thereto; acts beyond the scope of the powers so granted are ultra vires." Seabrook Island Property Owner Association vs. Pelzer, 292 S.C. 343, 356 S.E. 2d 411 (Ct. App. 1987). The Board of Directors had full authority to enter into said agreement pursuant to the above-cited Articles of Incorporation and

By-Laws. Accordingly, Defendant Refuge Temple Church Of God In Christ, Inc., has breached the terms of the employment and retirement agreement without justifiable defense.

18. At trial, Defendant Church posited that the agreement and the payments to Plaintiff were improper and an "ultra vires" act because the Church congregation had not voted on it. However, the Defendant Church operated pursuant to this agreement for eight years, from March, 2002 until April of 2010, and six of those years were after Pastor Jenkins' death. Laches is an equitable doctrine defined as "neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done." *Strickland vs. Strickland*, 375 S.C. 76, 650 S.E.2d 465 (2007), *All Saints Parish, Waccamaw vs. Protestant Episcopal Church in the Diocese of South Carolina*, 358 S.C. 209, 595 S.E.2d 253 (S.C. App. 2004). Further, any assertion on Defendant Church's part that Pastor Jenkins voting on the agreement constituted an "ultra vires" act fails to overlook the fact that Article Four, Section 8, of the Defendant Church's Bylaws (Plaintiff's Exhibit # 3) provided that "[t]he act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a great number is required by law or by these Bylaws." The two other members of the Board of Directors, Connie Bowman and Daniel W. Ward, Jr., constituted a quorum.

19. Defendant Church herein owes Plaintiff the sum of Sixteen Thousand Eight Hundred Twenty-Five and No/100 (\$16,825.00) Dollars, as of February 24, 2011. Defendant Church also owes Plaintiff for the months of March, 2011 through June, 2012 [16 months at \$1,575.00], and this sum amounts to Twenty-Five Thousand Two Hundred and No/100 (\$25,200.00) Dollars. Thus, the total sum past due to Plaintiff on the agreement is Forty-Two Thousand Twenty-Five and No/100 (\$42,025.00) Dollars.

20. Plaintiff testified that she will soon be 70 years of age and, based on S.C. Code Ann. § 19-1-150, she is expected to live another 17.12 years.

21. With annual payments of Eighteen Thousand Nine Hundred and No/100 (\$18,900.00) Dollars (\$1,575 x 12), the Plaintiff's loss of future payments resulting from Defendant Church's breach amounts to Three Hundred Twenty-Three Thousand Five Hundred Sixty-Eight and No/100 (\$323,568.00) Dollars (\$18,900 x 17.12). Adding this amount to the past due amount of Forty-Two Thousand Twenty-Five and No/100 (\$42,025.00) Dollars, the

total amount of Defendant Church's breach is Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars.

22. With respect to Plaintiff's claim for recovery under the South Carolina Payment of Wages Act, by her own admission, Plaintiff was not employed by and did not perform any labor for the Defendant Church. The South Carolina Payment of Wages Act is concerned with payment of wages for labor already completed. Mathis vs. Brown & Brown of South Carolina, Inc., 389 S.C. 299, 698 S.E. 2d 773 (2010). Therefore, Plaintiff is not entitled to recovery under the Payment of Wages Act. Even assuming that the payments made per the agreement were retirement payments, S.C. Code Ann. § 41-10-10 (2) provides that pension and retirement plans are not to be considered wages for purposes of the act. Accordingly, Plaintiff is not entitled to recovery under the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10, et. seq.

Based on the above, I find that Plaintiff Delories Jenkins is entitled to judgment against the Defendant Church in the amount of Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars.

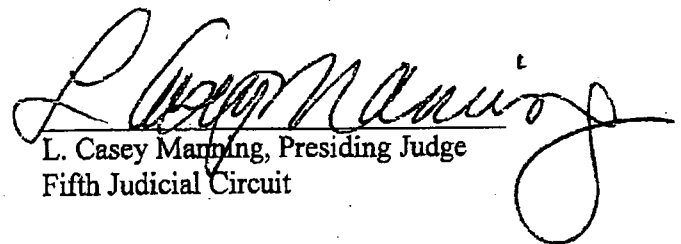
NOW, THEREFORE, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff Delories Jenkins is hereby awarded judgment in the amount of Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars, against the Defendant Refuge Temple Church Of God In Christ, Inc.

AND IT IS SO ORDERED.

Columbia South Carolina

Oct 24, 2012


L. Casey Manning, Presiding Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Delories Jenkins,

Plaintiff,

Vs.

Refuge Temple Church Of God In Christ,
Inc., and Wayne Penn, Sr., Daniel Ward,
Jr., James A. Tucker and Eronda Jackson,
Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

) DOCKET NO: 2011-CP-40-1320

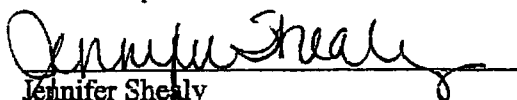
) ***CERTIFICATE OF SERVICE***

I, the undersigned employee of Hanson Law Firm, P.A., do hereby certify that I have
this date served counsel in the above referenced matter with a cpy of the Order of Judge L.
Casey Manning, by depositing same in the United States Mail, postage paid and addressed as
follows:

COUNSEL SERVED:

Timothy J. Newton, Esquire
Murphy & Grantland, PA
Post Office Drawer 6648
Columbia, South Carolina 29260

October 25th, 2012


Jennifer Shealy
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6156 St. Andrews Road, Suite 101
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Phone: (803) 798-9446
Fax: (803) 750-0203

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Delories Jenkins,

Plaintiff(s)

vs.

Refuge Temple Church Of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church Of God In Christ, Inc.,

Defendant(s)

(Please Print)

Submitted By: Walter M. Riggs, Esquire

Address: 6156 St. Andrews Road, St 101, Columbia, SC
29212

IN THE COURT OF COMMON PLEAS

volous

CIVIL ACTION COVERSHEET

2011-CP - 40-1320

SC Bar #: 11948

Telephone #: (803) 798-9446

Fax #: (803) 750-0203

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings and other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

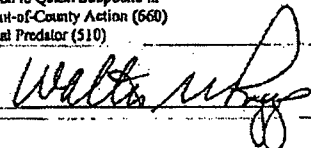
*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| ☐ Contracts | ☐ Torts - Professional Malpractice | ☐ Torts - Personal Injury | ☐ Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☐ Foreclosure (420) |
| ☐ General (130) | ☐ Previous Notice of Intent Case # | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☒ Breach of Contract (140) | 20 -CP- | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | ☐ Notice/ File Med Mal (230) | ☐ Personal Injury (350) | ☐ Possession (450) |
| | ☐ Other (299) | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
| ☐ Inmate Petitions | ☐ Judgments/Settlements | ☐ Administrative Law/Relief | ☐ Appeals |
| ☐ PCR (500) | ☐ Death Settlement (700) | ☐ Reinstatement Driver's License (800) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Foreign Judgment (710) | ☐ Judicial Review (810) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Magistrate's Judgment (720) | ☐ Relief (820) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Minor Settlement (730) | ☐ Permanent Injunction (830) | ☐ Municipal (930) |
| | ☐ Transcript Judgment (740) | ☐ Forfeiture-Petition (840) | ☐ Probate Court (940) |
| | ☐ Lis Pendens (750) | ☐ Forfeiture-Consent Order (850) | ☐ SCDOT (950) |
| | ☐ Transfer of Structured Settlement Payment Rights Application (760) | ☐ Other (899) | ☐ Worker's Comp (960) |
| | ☐ Other (799) | | ☐ Zoning Board (970) |
| ☐ Special/Complex /Other | | | ☐ Public Service Commission (990) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | | ☐ Employment Security Comm (991) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | | ☐ Other (999) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | |
| ☐ Other (699) | ☐ Motion to Quash Subpoena in an Out-of-County Action (660) | | |
| | ☐ Sexual Predator (510) | | |

Submitting Party Signature:



Date: February 24, 2011

SCCA / 234 (01/2010)

Page 1 of 3

ROA000009

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE
DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Delorics Jenkins,

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Defendants.

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

) DOCKET NO: 2011-CP-40-_____

) **SUMMONS**
) *(Jury Trial Requested)*

JEANETTE W. HEBRIDE
C.C.P. & C.S.

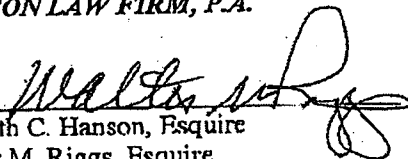
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TO THE DEFENDANTS ABOVE NAMED:

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 to said Complaint on the subscribed, The Hanson Law Firm, 6156 St. Andrews Road, Suite 101, Columbia, South Carolina 29212, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

HANSON LAW FIRM, P.A.

Columbia, South Carolina
February 24, 2011


Kenneth C. Hanson, Esquire
Walter M. Riggs, Esquire
6156 St. Andrews Road, Suite 101
Columbia, South Carolina 29212
Phone: (803) 798-9446
Fax: (803) 750-0203

ATTORNEY FOR PLAINTIFFS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Delorics Jenkins,

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DOCKET NO: 2011-CP-40-_____

SUMMONS
(Jury Trial Requested)

JEANETTE W. McBRIDE
C.C.P. & C.S.

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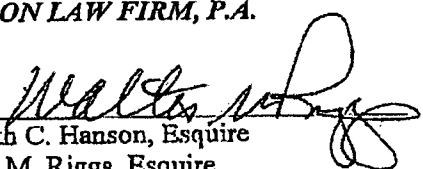
FILED
CLERK OF COURT

TO THE DEFENDANTS ABOVE NAMED:

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 to said Complaint on the subscribed, The Hanson Law Firm, 6156 St. Andrews Road, Suite 101, Columbia, South Carolina 29212, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

HANSON LAW FIRM, P.A.

Columbia, South Carolina
February 24, 2011


Kenneth C. Hanson, Esquire
Walter M. Riggs, Esquire
6156 St. Andrews Road, Suite 101
Columbia, South Carolina 29212
Phone: (803) 798-9446
Fax: (803) 750-0203

ATTORNEY FOR PLAINTIFFS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Delóries Jenkins,

Plaintiff,

Vs.

Refuge Temple Church Of God In Christ,
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Defendants.

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT
)

DOCKET NO: 2011-CP-40

JEANETTE M. MARRIDG
C.C.P. & G.S.

2011 FEB 25 AM 11:23

RICHLAND COUNTY
CLERK OF COURT

COMPLAINT
(Jury Trial Requested)

The Plaintiff herein would allege, as follows:

1. That the Plaintiff is a citizen and resident of Richland County, South Carolina.
2. That the Defendant Refuge Temple Church Of God In Christ, Inc., hereinafter referred to as Defendant Church, is a non-profit religious organization duly incorporated in the State of South Carolina, having its principal headquarters within the boundaries of Richland County, South Carolina.
3. That the Defendants, Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker and Eronda Jackson are the duly elected members of the Board of Directors for Defendant Church and all are citizens and residents of Richland County, South Carolina.

FOR FIRST CAUSE OF ACTION - BREACH OF CONTRACT:

4. That Plaintiff's deceased husband, Pastor Elder Edward Jenkins, hereinafter referred to as Pastor Jenkins, was employed by Defendant Church as pastor for said church from August 14, 1997 until his death on or about April 04, 2004.

5. That on or about March 13, 2002, Pastor Jenkins and Defendants' predecessor Board of Directors of Defendant Church entered into an employment agreement which extended Pastor Jenkins' employment as pastor for Defendant Church until his death and, further, provided a base monthly salary with a parsonage or housing rental allowance, among various other items of compensation to Pastor Jenkins.

6. That the Board of Directors of Defendant Church voted on, approved and authorized this agreement for which the trustees had full authority to enter into and said agreement was reduced to written form entitled "PASTOR'S EMPLOYMENT AND RETIREMENT AGREEMENT" and was executed by Pastor Jenkins and the entire predecessor Board of Directors of Defendant Church.

7. That said employment agreement further provided at Section 4 (A.) that "In the event of PASTOR'S death, if PASTOR is survived by his spouse, Delories Jenkins, a monthly sum equivalent to the PASTOR'S monthly salary and housing allowance, which will become salary at the time of his death shall be paid to Mrs. Delories Jenkins for the remainder of her life, even if she leaves the church."

8. That said employment agreement further provided at Section 6 (D.) that "It is also agreed that in the event of PASTOR's death or total disability, this AGREEMENT shall become irrevocable.

9. That a copy of said employment agreement is attached hereto and made a part of this complaint.

10. That thereafter, Defendant Church paid Pastor Jenkins pursuant to this employment agreement until his death on or about April 04, 2004.

11. That after Pastor Jenkins's death, Defendant Church continued to honor the contractual agreement, paying Plaintiff the same monthly salary amount and housing allowance, pursuant to the employment agreement.

12. That throughout all of the years 2004 through 2009 and going through March of 2010, Defendant Church honored the contractual agreement, paying Plaintiff the monthly salary and housing allowance sum of One Thousand Five Hundred Seventy-Five and No/100 (\$1,575.00) Dollars each month.

13. That on or about April 19, 2010, Defendant Church issued a check in the amount of Five Hundred and No/100 (\$500.00) Dollars to Plaintiff and, thereafter, failed and refused to make any further payments to Plaintiff in direct contravention to the terms of the above cited contractual agreement.

14. That despite Plaintiff's numerous inquiries and demands, Defendant Church continues to fail and refuse to make any further payment upon the contract.

15. That Plaintiff is presently owed the sum of Sixteen Thousand Eight Hundred Twenty-Five and No/100 (\$16,825.00) Dollars.

16. That Plaintiff is further informed and believes that the Defendants have breached the terms of the employment agreement, causing Plaintiff to incur substantial damages.

17. That Plaintiff is informed and believes that she is entitled to judgment against the Defendants in an appropriate amount to be determined by the Court for the breach of contract.

FOR SECOND CAUSE OF ACTION - FAILURE TO PAY WAGES DUE:

18. That all of the allegations cited hereinabove are incorporated herein as fully as if repeated herein verbatim.

19. That despite Plaintiff's demands, the Defendants have failed and refuse to make payment of wages and salary compensation to Plaintiff as provided in the above cited employment contract.

20. That Plaintiff is informed and believes that the Defendants are in violation of the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10, et. seq.

21. That Plaintiff is informed and believes that she is entitled to recover an amount equal to three times the full amount of the unpaid wages, being in the present sum of Sixteen Thousand Eight Hundred Twenty-Five and No/100 (\$16,825.00) Dollars, plus costs and reasonable attorney's fees, pursuant to S.C. Code Ann. § 41-10-80(c).

FOR THIRD CAUSE OF ACTION – TORTIOUS INTERFERENCE WITH CONTRACT:

22. That all of the allegations cited hereinabove are incorporated herein as fully as if repeated herein verbatim.

23. That all current Defendant members of the Board of Directors of Refuge Temple Church Of God In Christ, Inc. had knowledge of the existence of Pastor Jenkins' employment contract, entitled "PASTOR'S EMPLOYMENT AND RETIREMENT AGREEMENT," dated March 13, 2002, and of the clause contained therein providing that "... the PASTOR'S monthly salary and housing allowance, which will become salary at the time of his death shall be paid to Mrs. Delories Jenkins for the remainder of her life, even if she leaves the church."

24. That Defendant members of the Board of Directors of Defendant Church intentionally sought the procurement of breach of the contract by the Defendant Church without reasonable justification.

25. That Plaintiff is further informed and believes that the Defendants have committed tortuous interference with the contractual agreement, and have caused Plaintiff to suffer substantial damages.

26. The Plaintiff is informed and believes that she is entitled to judgment against the Defendant members of the Board of Directors in an appropriate amount to be determined by the Court for the tortuous interference with the contractual agreement, for which all are jointly and severally liable and, further, is entitled to an award of punitive damages for said Defendants' acts, which were reprehensible, malicious, wilful, reckless, or committed with a conscious indifference to the rights of Plaintiff.

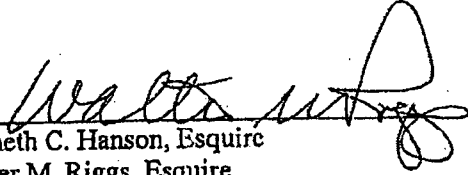
WHEREFORE, having fully set forth her Complaint, Plaintiff prays that this Honorable Court inquire into these matters as set forth herein and issue its order or orders, as follows:

- (1) Granting Plaintiff's prayer for judgment against the Defendants in an appropriate amount to be determined by the Court for breach of contract;
- (2) Granting Plaintiff's prayer for judgment against the Defendants in an amount equal to three times the full amount of the unpaid wages, plus costs and reasonable attorney's fees, pursuant to S.C. Code Ann. § 41-10-80(c);
- (3) Granting Plaintiff's prayer for judgment for tortuous interference with the contractual agreement against the Defendants in an appropriate amount to be determined by the Court and for punitive damages for their acts, which were malicious, wilful, reckless, or committed with a conscious indifference to the rights of Plaintiff; and

(4) For such other and further relief as this Court deems just and proper.

HANSON LAW FIRM, P.A.

Columbia, South Carolina
February 24, 2011



Kenneth C. Hanson, Esquire
Walter M. Riggs, Esquire
6156 St. Andrews Road, Suite 101
Columbia, South Carolina 29212
Phone: (803) 798-9446
Fax: (803) 750-0203

ATTORNEY FOR PLAINTIFF

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

VERIFICATION

JEANETTE W. McBRIDE
C.P. & G.S.

2011 FEB 25 AM 11:23

FILED

PERSONALLY appeared Delories Jenkins, who being first duly sworn, states that he/she is the Plaintiff herein; that he/she has read the foregoing Complaint and that he/she knows the contents thereof to be true, except for those matters alleged upon information and belief, and that, as to those allegations, he/she is informed and believes that they are true.

Delories Jenkins
Delories Jenkins

Sworn to before me this 23 day)
of February, 2011.)

Walter W. Long
Notary Public of North Carolina

My Commission Expires: 11/15/2014

ROA000019

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2011-CP-40-1320

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

**ANSWER ON BEHALF OF
DEFENDANTS**

**TO: KENNETH C. HANSON, ESQUIRE AND WALTER M. RIGGS, ESQUIRE,
ATTORNEY FOR THE PLAINTIFF, AND TO THE PLAINTIFF ABOVE-
NAMED:**

The Defendants, Refuge Temple Church of God In Christ, Inc., and Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker and Eronda Jackson, Individually and as Members of the Board of Directors of Refuge Temple Church of God in Christ, Inc., answering the Plaintiff's Complaint herein, would respectfully show unto the Court that:

FOR A FIRST DEFENSE

1. These Defendants deny each and every allegation of the Plaintiff's Complaint not hereinafter specifically admitted.

2. Paragraph 1 of the Plaintiff's Complaint is admitted upon information and belief.

3. Paragraph 2 of the Plaintiff's Complaint is admitted upon information and belief.

4. Paragraph 3 of the Plaintiff's Complaint is admitted upon information and belief to the extent that Defendants Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker, and

Eronda Jackson were Board members as of March 13, 2002. However, Defendant Refuge Temple denies that these Defendants were duly elected and requires strict proof thereof and any remaining allegations contained in Paragraph 3 are denied.

5. Paragraph 4 of the Plaintiff's Complaint is admitted upon information and belief.

6. Paragraphs 5, 6, 7, 8, and 9 of the Plaintiff's Complaint are denied.

7. In response to Paragraph 10 of the Plaintiff's Complaint, Defendant Refuge Temple Church admits that former Pastor Jenkins was paid a salary but denies that he was paid pursuant to the employment agreement referenced in the Complaint.

8. In response to Paragraph 11 of the Plaintiff's Complaint, Defendant Refuge Temple Church admits that it continued to provide the Plaintiff with a monthly stipend and housing allowance after former Pastor Jenkins' death but denies that it was paid pursuant to the agreement referenced in the Complaint.

9. In response to Paragraph 12 of the Plaintiff's Complaint, Defendant Refuge Temple Church admits that it continued to provide said stipend and housing allowance to Plaintiff for approximately five (5) years. Defendant Refuge Temple Church would show that these payments were made at its sole discretion based on its belief in providing for the needs of the widow of its former Pastor for a limited period of time after the death of former Pastor Jenkins.

10. In response to Paragraph 13 of the Plaintiff's Complaint, Defendant Refuge Temple Church admits that on approximately April 19, 2010, the amount that it paid to Plaintiff was reduced to \$500.00. Defendant Refuge Temple Church denies that it refused to

make any further payments and would show that Plaintiff left the Church after the first payment was made.

11. Paragraphs 14, 15, 16, and 17 of the Plaintiff's Complaint are denied.

FOR A FIRST DEFENSE AS TO SECOND CAUSE OF ACTION

12. Paragraphs 18, 19, 20, and 21 of the Plaintiff's Complaint are denied.

FOR A FIRST DEFENSE AS TO THIRD CAUSE OF ACTION

13. Paragraphs 22, 23, 24, 25, and 26 of the Plaintiff's Complaint are denied.

FOR A SECOND DEFENSE

14. These Defendants repeat and reallege each and every one of the preceding paragraphs as if set forth verbatim herein. Defendants deny the existence of a valid and binding contract and plead lack of acceptance and lack of consideration as complete defenses.

FOR A FOURTH DEFENSE

16. Defendants assert the improper or unauthorized nature of the alleged contract or agreement as a complete defense.

FOR A FIFTH DEFENSE

17. These Defendants assert mutual and/or unilateral mistake as a complete defense.

FOR A SIXTH DEFENSE

18. These Defendants would show that the alleged agreement is ambiguous and should be rendered unenforceable.

FOR A SEVENTH DEFENSE

19. These Defendants would show that the alleged contract or agreement is void or voidable due to lack of proper authorization.

FOR AN EIGHTH DEFENSE

20. These Defendants would show that the alleged agreement has been rescinded or modified by Plaintiff.

FOR A NINETH DEFENSE

21. These Defendants would show that the Plaintiff has waived any rights under the alleged contract or agreement.

FOR A TENTH DEFENSE

22. These Defendants would show that the Plaintiff is estopped from asserting an action for indemnification because it accepted the work performed by these Defendants.

FOR AN ELEVENTH DEFENSE

23. These Defendants assert impracticability of impossibility of performance as a complete defense.

FOR A TWELTH DEFENSE

24. These Defendants assert frustration of purpose as a complete defense.

FOR A THIRTEENTH DEFENSE

25. These Defendants assert duress, coercion, and undue influence as a complete defense.

FOR A FOURTEENTH DEFENSE

26. These Defendants assert unconscionability as a complete defense.

FOR A FIFTEENTH DEFENSE

27. These Defendants would show that any damages awarded in this case should be capped pursuant to South Carolina Code § 33-56-180.

FOR A SIXTEENTH DEFENSE

28. These Defendants deny the existence of an employer-employment relationship for purposes of the South Carolina Payment of Wages Act, South Carolina Code §§ 41-10-10, *et. seq.*

FOR A SEVENTEENTH DEFENSE

29. These Defendants are not a strangers to the alleged contract for purposes of Plaintiff's claim for intentional tortious interference with contract.

FOR AN EIGHTEENTH DEFENSE

30. These Defendants would show, upon information and belief, that the Plaintiff's claim for punitive damages violates the Fifth, Sixth, Seventh, Eighth and Fourteenth Amendments to the Constitution of the United States of America in that it violates the double jeopardy clause in that these Defendants could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because these Defendants can be compelled to give testimony against itself in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is violative of the Sixth and Fourteenth Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; Plaintiff's claim for punitive damages violates these Defendants' right to access the courts as guaranteed by the Seventh and Fourteenth Amendments because the threat of an award of punitive damages chills these Defendants' exercise of that right; the Plaintiff's claim for punitive damages violates the Eighth Amendment's guarantee that excessive fines shall not be imposed, the Plaintiff's claim for punitive damages violates both the due process and equal protection clauses of the Fourteenth Amendment in that the standard for awarding either punitive damages is unduly vague and,

therefore, violates both procedural and substantive due process safeguards; therefore, the Plaintiff's claim for punitive damages should be dismissed.

FOR A NINETEENTH DEFENSE

31. These Defendants would show that the Plaintiff's claims against these Defendants are barred by the applicable Statute of Limitations.

FOR A TWENTIETH DEFENSE

32. These Defendants will show, upon information and belief, that the initiation of this action, by the Plaintiff, was after an unreasonable delay. These Defendants plead the doctrine of "laches" as a complete defense to this action.

FOR A TWENTY-FIRST DEFENSE

33. These Defendants would show, upon information and belief, that the Complaint fails to state facts sufficient to constitute a cause of action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and, therefore, the Plaintiff's Complaint should be dismissed with costs.

FOR A TWENTY-SECOND DEFENSE

34. These Defendants assert breach of fiduciary duty by Plaintiff's decedent as a complete defense.

FOR A TWENTY-THIRD DEFENSE

35. These Defendants assert unclean hands as a complete defense.

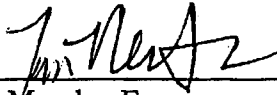
FOR A TWENTY-FOURTH DEFENSE

36. Defendants Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker and Eronda Jackson are improperly joined and should be dismissed.

WHEREFORE, having fully answered, the Defendants pray that the Plaintiffs
Complaint be dismissed with costs.

The Defendants demand a jury trial.

MURPHY & GRANTLAND, P.A.



J.R. Murphy, Esquire
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P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100

Attorneys for the Defendants Refuge Temple
Church of God In Christ, Inc., and Wayne Penn, Sr.,
Daniel Ward, Jr., James A. Tucker and Eronda
Jackson, Individually and as Members of the Board
of Directors of Refuge Temple Church of God in
Christ, Inc.

Columbia, South Carolina
May 3, 2011

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2010-CP-20-00714

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

CERTIFICATE OF SERVICE

I, the undersigned employee of the law offices of Murphy & Grantland, P.A.,
Attorneys for Defendants, do hereby certify that on May 4, 2011, I have served a copy of the
foregoing Answer on Behalf of Defendants in connection with the above-referenced case
placing same in the U.S. mail, postage paid to:

Kenneth C. Hanson, Esquire
Hanson Law Firm, PA
6156 St. Andrews Rd., #101
Columbia, SC 29212

Mallory Turnage
Mallory Turnage

Columbia, South Carolina

ROA000027

1 STATE OF SOUTH CAROLINA) IN COMMON PLEAS
2 COUNTY OF RICHLAND) COURT
3)
4 DELORIES JENKINS,)
5) TRANSCRIPT
6 -V-) OF
7) RECORD
8 REFUGE TEMPLE CHURCH OF GOD IN) 2011-CP-40-01320
9 IN CHRIST, ET AL.)
10 DEFENDANTS.)

11

12 JUNE 18, 2012

13 RICHLAND, SOUTH CAROLINA

14

15 B-E-F-O-R-E:

16 HONORABLE CASEY L. MANNING, JUDGE;

17

18 A-P-P-E-A-R-A-N-C-E-S:

19 FOR THE PLAINTIFF:

20 MR. WALTER RIGGS, ESQ.

21 MR. KEN HANSON, ESQ.

22

23 FOR THE DEFENDANT:

24 MR. TIM NEWTON, ESQ.

25 MR. BRENT BOYD, ESQ.

ROA000028

1	I-N-D-E-X	
2		PG.
3	EXAMINATION OF DELORIES JENKINS:	
4	DIRECT BY MR. RIGGS	5
5	CROSS BY MR. NEWTON	12
6	REDIRECT BY MR. RIGGS	19
7	EXAMINATION OF WAYNE PENN	
8	DIRECT BY MR. NEWTON	25
9	CROSS BY MR. RIGGS	36
10	REDIRECT BY MR. NEWTON	40
11	EXAMINATION OF CONNIE BOWMAN:	
12	DIRECT BY MR. NEWTON	40
13	CROSS BY MR. RIGGS	47
14	REDIRECT BY MR. NEWTON	49
15	EXAMINATION BY DANIEL WARD:	
16	DIRECT BY MR. NEWTON	50
17	CROSS BY MR. RIGGS	54
18	REDIRECT BY MR. NEWTON	56
19	CERTIFICATE OF REPORTER:	63
20		
21		
22		
23		
24		
25	E-X-H-I-B-I-T-S	

1 PLANTIFF'S

EVD.

2 NO.

3 1. SPECIAL MEETING MINUTES.

4 2. PASTOR EMPLOYMENT AND RETIREMENT AGREEMENT.

5 3. BYLAWS.

6 4. ARTICLES OF INCORPORATION.

7 5. ARTICLES OF INCORPORATION WITH EXTRA PAGE.

8

9 DEFENDANT'S

10 1. LETTER TO PASTOR PENN.

11 2. AFFIDAVIT OF DR. ALONZO JOHNSON.

12 3. REFUGE TEMPLE LETTER.

13

14

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(The following proceedings were held on

1 June 18, 2012.)

2 THE COURT: Is everybody ready?

3 MR. NEWTON: Yes, Your Honor.

4 MR. RIGGS: Yes, Your Honor.

5 THE COURT: Are you the Plaintiff?

6 MR. RIGGS: Yes, sir.

7 THE COURT: You may proceed. Do we need to take
8 up any preliminary matters before we get started?

9 MR. RIGGS: Do we not want to mark these exhibits
10 that we've got?

11 THE COURT: Okay. These are agreed-upon exhibits?

12 MR. RIGGS: Yes, sir, Your Honor.

13 THE COURT: All right.

14 MR. RIGGS: There should be several of those we
15 have stipulated to.

16 THE COURT: All right. These are the Plaintiff's
17 Exhibits or?

18 MR. RIGGS: The first three are Plaintiff's
19 Exhibits, I believe.

20 THE COURT: All right. Well, just talk to
21 Crystal.

22 MR. RIGGS: Actually, the first four would be
23 Plaintiff's Exhibits.

24 THE COURT: All right.

25 MR. RIGGS: And the last five are the --

1 (Plaintiff's Exhibits 1 through 5, and
2 Defendant's Exhibits 1 through 3 were
3 stipulated to, and are in evidence.)

4 THE COURT: We're all ready then, you may proceed.

5 MR. RIGGS: Thank you, Your Honor. We would call
6 the Plaintiff, Delories Jenkins, to the stand.

7 THE COURT: Come around, please, ma'am.

8 THEREUPON,

9 DELORIES JENKINS,

10 after having been duly sworn, testified as follows:

11 THE CLERK: Have a seat in the witness box. State
12 your full name for the record, please.

13 DELORIES JENKINS: Delories Jenkins.

14 DIRECT EXAMINATION

15 BY MR. RIGGS:

16 Q. Thank you, Ms. Jenkins. Ms. Jenkins, forgive me for
17 asking you this, but I need to ask you, how old are
18 you?

19 A. I will be 70 on August 18th.

20 Q. What -- August the 18th?

21 A. Yes.

22 Q. You're here today, of course, with respect to a lawsuit
23 regarding Refuge Temple Church. What can you tell us
24 about Refuge Temple Church -- and I guess, let me
25 rephrase the question. How are you originally involved

1 with Refuge Temple Church?

2 A. My husband was the founder and pastor of Refuge Temple
3 Church of God in Christ.

4 Q. All right. And what was his name?

5 A. Pastor Edward Jenkins.

6 Q. Now, you said he was the founder of that church?

7 A. Yes, he was.

8 Q. So if I was to hand to you what's been stipulated to as
9 Plaintiff's 4, Articles of Incorporation for the State
10 of South Caroline filed with the Secretary of State's
11 office, you would recognize that document?

12 A. Yes, I would.

13 Q. And that was part of what your husband did. He was one
14 of the directors, correct?

15 A. Right. Yes, he was.

16 Q. And I believe they had a set -- their own set of
17 By-laws; is that not correct?

18 A. Yes, they did.

19 Q. And I will show you what's been marked as Plaintiff's
20 Exhibit No. 3. Will you tell us what -- do you
21 recognize that document?

22 A. Yes, I do.

23 Q. Turn to the back page of that, please, ma'am, or I will
24 for you.

25 A. Okay.

1 Q. Can you identify the signatures on the very back of
2 that?

3 A. Yes, I do.

4 Q. And can you name those out to me, please, for us?

5 A. Reverend Edward Jenkins, which was the pastor, Connie
6 Bowmen was the direct secretary, and Gary James at that
7 time was also a deacon.

8 Q. Those were the directors and the incorporators,
9 correct?

10 A. Yes, it was.

11 Q. And, of course, Mr. Jenkins was your husband?

12 A. Yes, he was.

13 Q. I did say was. He is, of course, no longer with us; is
14 that not correct?

15 A. That's right.

16 Q. He is deceased?

17 A. Yes.

18 Q. When did he die?

19 A. 2004.

20 Q. Okay. Now, during your span of time at Refuge Church,
21 besides being a pastor's wife, what, if anything, did
22 you do for the church?

23 A. I guess you say, I was the helper. When he was not
24 able to go to certain meetings, I went to the meetings,
25 to the hospital to visit the sick, and you know,

1 different things in that line.

2 Q. You were, basically, his right hand?

3 A. At that time, I was, yes.

4 Q. All right. I direct your attention to Plaintiff's
5 Exhibit No. 1, which is a record of a special meeting
6 that was held in March of 2002. Do you recognize that
7 document?

8 A. Yes, I do.

9 Q. And can you, without reading it, just give us an
10 elaboration of what that document dealt with?

11 A. It was mostly to do with the retirement and the
12 employment of the pastor.

13 Q. All right. And that was dated March the 13th of 2002?

14 A. Yes, it was.

15 Q. On the back page --, the last page and I believe --
16 excuse me, next to the last page. This is a -- it's
17 been recorded by Ms. Connie Bowman, correct?

18 A. Yes, it was.

19 Q. And lastly, we have the actual contract which that
20 meeting concerned?

21 A. Right.

22 Q. And the culmination of that meeting was actually that
23 employment agreement and retirement agreement was
24 constructed, correct?

25 A. Yes, it was.

1 Q. I'm going to show you what's been marked as Plaintiff's
2 2, can you tell me what that document is?

3 A. This is stating also with the retirement, and what he
4 wanted done when he -- you know, for me as being taken
5 care of.

6 Q. Okay. All right.

7 MR. RIGGS: Court's indulgence for a moment, Your
8 Honor.

9 BY MR. RIGGS:

10 Q. I'm going to ask you, if you would, please, ma'am, to
11 read a particular passage of that section. And I'm
12 referring to Page 7, Section 4A, would you read that
13 out, please?

14 A. Okay. It states, "The death of Pastor: Payment to
15 Pastor's surviving spouse. In the event of the
16 Pastor's death, if the Pastor is survived by his
17 spouse, Delories Jenkins, a monthly sum equivalent to
18 the Pastor's monthly salary and housing allowance,
19 which would become salary at the time of his death,
20 should be paid to Ms. Delories Jenkins for the
21 remainder of her life even if she leaves the church.
22 The terms of this agreement regarding payment to
23 Pastor's surviving spouse will become null and void if
24 Ms. Delories Jenkins remarry."

25 Q. Thank you, ma'am. Now, you indicated a few minutes ago

1 that your husband is deceased and he died in 2004. Can
2 you give us the exact date that he died?

3 A. It was April the 4th, 2004.

4 Q. Now, at the time that he died, he was receiving income
5 from the church?

6 A. Yes, he was.

7 Q. But at that time, was he sick for a while prior to his
8 death?

9 A. He probably was sick for, maybe, 15 -- 10, 12 years,
10 give or take. I can't quite remember, but he was --
11 was sick for a length of time.

12 Q. Okay. But during that period of time, he was
13 performing his duties or you were assisting in
14 performing them?

15 A. He was still performing his duties.

16 Q. Okay. And you worked in his place when he wasn't able
17 to, correct?

18 A. Sometimes, but he had -- before, he had like an
19 assistant, but most of the time, he was performing his
20 duties that he was supposed to be doing.

21 Q. At the time of his death, did the church honor that
22 agreement with you?

23 A. Yes, they did.

24 Q. Tell me what they did or what amount they paid you?

25 A. I forgot the whole amount, but my check was like \$1,575

1 and some cents.

2 Q. Per month, correct?

3 A. Yes, it was.

4 Q. And that occurred from April of 2004 through about
5 when?

6 A. March of, maybe, 2010.

7 Q. What happened in March of 2010?

8 A. I was informed that I would not be getting that amount
9 anymore. They felt like they had paid me enough. And
10 it was broken down to, maybe, \$500 for a couple months
11 after that, and that was going to be the end of it.

12 Q. All right. How much of that \$500 payments did you
13 receive?

14 A. I received one.

15 Q. All right. So let's back up just a second. You
16 received \$1,575 per month from the death of your
17 husband through -- is it March of 2010?

18 A. Yes, it was.

19 Q. And then you only received one \$500 check?

20 A. Yes.

21 Q. And not anymore?

22 A. No.

23 MR. RIGGS: That's all the questions I have, Your
24 Honor.

25 THE COURT: All right. Cross examination?

1 CROSS-EXAMINATION

2 BY MR. NEWTON:

3 Q. Ms. Jenkins, did you -- let me just take a look at this
4 exhibit here. Exhibit 1, this special meeting, did you
5 attend that meeting?

6 A. I did not per se attend it, but I know what the meeting
7 was concerning because most of the time, my husband and
8 I kind of talk about what was going on. And then he
9 would go to the meeting and when he come back, he would
10 inform me what was the outcome.

11 Q. What did he tell you was going -- happened at that
12 meeting?

13 A. As I was told, everything went along fine.

14 Q. Okay. Did he give you any specifics about what
15 happened at the meeting?

16 A. I wasn't aware that anything happened at the meeting.

17 Q. Okay. What did he tell you afterwards about what had
18 happened?

19 A. As I just said --

20 MR. RIGGS: Your Honor, I'm going to have to
21 object. I think this is privileged. The question pertains
22 to --

23 THE COURT: Well, we know we have a contract. The
24 contract speaks for itself; is that fair enough?

25 MR. RIGGS: Yes, sir. Yes, sir.

1 THE COURT: What would her knowledge about what
2 her husband said to her; her deceased husband, how would
3 that be relevant?

4 MR. NEWTON: Well, Your Honor, because we have
5 some questions about how the agreement was actually executed

6 --

7 THE COURT: Well, this witness wouldn't know
8 anything about it, would she?

9 MR. NEWTON: Okay.

10 THE COURT: All right.

11 BY MR. NEWTON:

12 Q. But, Ms. Jenkins, you have no knowledge of anything
13 about the agreement other than what it says; is that
14 correct?

15 A. And what my husband -- like I stated before, before he
16 goes to the meeting, we kind of talk about it so I will
17 know what was going on at the meeting. And when he
18 came back, I would ask him did everything go all right.
19 And he would answer me, We got it all together.

20 Q. Okay. Ms. Jenkins, how long -- you were attending the
21 church at the time this agreement -- and I'm going
22 to -- it's called Refuge Temple Church of God In
23 Christ. Is that the church you were attending at the
24 time that your husband unfortunately passed away?

25 A. Yes, I was attending there.

1 Q. How long after your husband passed did you continue
2 attending the church?

3 A. Probably about six years.

4 Q. Okay. And what were the circumstances under which you
5 left the church?

6 A. What you mean by that?

7 MR. RIGGS: Your Honor, I object to that. My
8 client had nothing to do with the --

9 THE COURT: I'm going to let him ask the question.
10 Go ahead. The contract has nothing to do with her
11 leaving, her staying as somebody purportedly told me, so --
12 but go ahead anyway.

13 MR. NEWTON: Okay.

14 BY MR. NEWTON:

15 Q. Can you just explain to me what happened? My
16 understanding is you're not attending the church now?

17 A. No, I'm not.

18 Q. Okay. And what were the circumstances under which you
19 left the church?

20 (Pause.)

21 A. Ask me that again. I'm trying to make sure I have a
22 good understanding of what you're trying to ask me.

23 THE COURT: My guess is, why did you leave the
24 church?

25 DELORIES JENKINS: I just felt like I needed to

1 move on.

2 THE COURT: Okay.

3 BY MR. NEWTON:

4 Q. Do you recall a meeting with Elder Penn, who is sitting
5 here beside me, and maybe others from the church about
6 this agreement?

7 A. When I met Elder Penn, I did not meet him about this
8 agreement. When I met Elder Penn and First Lady Penn,
9 I was informing them that I was planning on going,
10 elsewhere.

11 Q. Okay. Did you talk to Elder Penn about continuing --
12 you know, why you were not receiving anymore payments,
13 or what was happening with this particular agreement?

14 A. I -- I -- when I did not receive my check, I did call
15 Elder Penn, and we talked on the phone. And he told me
16 since I was not a member there no more and wasn't going
17 there no more, that's why I was not receiving the
18 check.

19 Q. Okay. Now, did you -- you did, in fact, receive
20 payments from April 2004 up until March 2010; is that
21 correct?

22 A. Yes, I did.

23 Q. Okay. And the amount you said -- on documents I
24 received, you said it was \$1,800; does that sound
25 correct?

1 A. What I said was what I received. I didn't receive -- I
2 received \$1,500.

3 Q. Okay. So --

4 A. That amount, so that's what I received. And it did
5 have down the other thing what they took out, but what
6 I received is what I said I got.

7 Q. So there were some withholding then, and the net that
8 you got was \$1,500 and something?

9 A. Yes.

10 Q. Okay. Do you know -- do you know what Pastor Elder
11 Jenkins, your husband's, salary was at the time he left
12 the church?

13 A. I can't remember that per se now. Because when the
14 approached me about me receiving his salary, I did not
15 want to get the whole salary he was getting and so we
16 came up with that figure.

17 Q. Who came up with that figure?

18 A. Whoever was in charge.

19 Q. Ms. Jenkins, did -- did you and your husband -- while
20 y'all were still alive, did you receive a --

21 THE COURT: She's still alive.

22 (Laughter.)

23 MR. NEWTON: Well, sorry, Your Honor.

24 THE COURT: That's all right.

25

1 BY MR. NEWTON:

2 Q. You and your husband, while he was still alive, did you
3 all receive a parsonage or housing allowance?

4 A. Not -- I don't -- not to my knowledge.

5 Q. Okay. How about health insurance? Did the church
6 provide health insurance?

7 A. I remember at first, they did, but it got to be so
8 expensive and a lot was going on and, to my knowledge,
9 they cut that out.

10 Q. Okay. How about a retirement package?

11 A. That's what one of the documents was, for retirement,
12 you know, if you get to the point of being disabled.

13 Q. Okay. But was there any type of annuity or life
14 insurance that was taken out by the church?

15 A. The ones that I benefit from was the ones that we paid
16 for. If it was, I wasn't aware of it. I haven't
17 gotten anything.

18 Q. Okay. Ms. Jenkins, do you -- do you work for the
19 Refuge Temple Church of God?

20 A. I might be wasn't getting paid, but I considered myself
21 being working.

22 Q. Were you an employee of the Refuge Temple Church of
23 God?

24 A. As I said before, if that mean getting paid -- I didn't
25 get paid, so if that's what you're speaking of, but, I

1 mean, I did things for Refuge?

2 Q. Right.

3 A. I mean, you know, as a first lady.

4 Q. Were you, though -- was there an agreement with the
5 church by which you were receiving compensation for
6 work performed for the Refuge Temple Church of God?

7 A. Restate that because I thought I answered that.

8 Q. What I -- well, were you an employee of the church?

9 A. As I stated, I did not receive a salary. If you
10 consider an employee receive a salary, no, I did not,
11 but I did.

12 Q. Ms. Jenkins, you made a payment of wages claim in this
13 case. I'm asking you to clarify what wages you're
14 claiming?

15 A. What you mean?

16 Q. What -- did you have an agreement with the church by
17 which you worked and received a pay check?

18 A. I did not work per se and receive a payment.

19 Q. Okay. Now, are you -- are you today claiming that
20 someone in the church interfered with another contract
21 other than this employment agreement?

22 A. I'm just -- what I'm claiming is what my husband and
23 what the board decided on before he died.

24 Q. Okay. And that has to do with the employee agreement
25 that we made Exhibit 4, maybe? Okay, this Exhibit 2

1 that we marked is the -- this is the Employee and
2 Retirement Agreement under which you're claiming that
3 the church owes you the money?

4 A. (There was no response.)

5 Q. In other words, is there any other contracts that are
6 involved in this case, any other agreements?

7 A. The only thing I can stand on is what -- as the church
8 during that time made the agreement of my pastor at
9 that time that I would be taken care of. And if this
10 is the retirement package you're speaking of, yes.

11 Q. Okay. That's all my questions.

12 THE COURT: All right. Anything on redirect?

13 MR. RIGGS: Your Honor, if I may?

14 THE COURT: Yes, sir. Just take your time.

15 MR. RIGGS: Thank you.

16 REDIRECT EXAMINATION

17 BY MR. RIGGS:

18 Q. We're simply going to refer to this document right here

19 --

20 A. Uh-huh.

21 Q. -- which is Exhibit No. 2, read out aloud what it says
22 up at the top. What is it entitled?

23 A. Pastor Employment and Retirement Agreement.

24 Q. All right. Let me refer you to page nine, if you would
25 please, ma'am. Would you please read paragraph five?

1 THE COURT: What exhibit is this, please, sir?

2 MR. RIGGS: Your Honor, that's No. 2.

3 THE COURT: Okay.

4 MR. RIGGS: It will page nine and it is five, the
5 paragraph.

6 BY MR. RIGGS:

7 Q. Read that full paragraph for us.

8 A. Okay. Stated Disability of Pastor: In the event that
9 the pastor is totally disability (sic), mental and
10 physical, and that such disability will be primary and
11 continue during the remainder of is life, Pastor Elder
12 Jenkins will be paid housing allowance and salary. Ms.
13 Delories Jenkins is authorized to speak on the pastor's
14 behalf regarding pastor's wishes accepted and concern
15 relation to the operation of the church.

16 Q. All right. This is what you're here about today,
17 correct?

18 A. Yes.

19 Q. And nothing more?

20 A. That's it.

21 Q. You don't -- and I don't want to put words in your
22 mouth, but do you feel like the contract has been
23 upheld by the church?

24 A. No, it's -- no, it's not been upheld.

25 Q. All right. That's all I've got.

1 THE COURT: Anything further of this witness?

2 MR. NEWTON: No, Your Honor. But I have a couple
3 of motions.

4 THE COURT: That's fine with me.

5 You may step down, Ms. Jenkins.

6 DELORIES JENKINS: Thank you.

7 THE COURT: I don't know what kind of motions
8 before he finishes his case. He hasn't rested yet.

9 MR. NEWTON: No, no, Your Honor. I was waiting
10 for the Plaintiff to rest.

11 THE COURT: All right. Call your next witness.

12 MR. RIGGS: You're fine.

13 Your Honor, that's all of our witnesses.

14 THE COURT: All right.

15 Now, we will be happy to hear any motions you
16 have, sir.

17 MR. RIGGS: Before he does that though, I will
18 stipulate to the dismissal, but I don't know where he's
19 going to go at --

20 THE COURT: To certain parties?

21 MR. RIGGS: Count three.

22 THE COURT: All right. Go ahead.

23 MR. RIGGS: We will stipulate to --

24 THE COURT: Count three was the --

25 MR. RIGGS: -- the third cause of action, which

1 was tortious interference.

2 THE COURT: Okay. That's fine.

3 MR. RIGGS: The second one was -- deals with
4 failure to pay salary. And, of course, our argument is
5 retirement is tantamount of salary.

6 THE COURT: I'm sorry?

7 MR. RIGGS: The second cause of action is failure
8 to pay wages due under that statute that provides
9 for trouble -- the damages --

10 THE COURT: You withdrawing that. So you're in
11 agreement with breach of contract. She's the beneficiary?

12 MR. RIGGS: Yes.

13 THE COURT: And she hasn't been paid pursuant to
14 the contract?

15 MR. RIGGS: That's correct.

16 THE COURT: Okay.

17 MR. NEWTON: In my clarifying, then you're
18 dropping the payment of wages claim, also?

19 MR. RIGGS: No, we're not dropping that.

20 MR. NEWTON: Not dropping that, okay.

21 MR. RIGGS: But we will drop number three, which
22 is tortious interference with a contract. And I meant to
23 stipulate that beforehand. I just forgot about it.

24 THE COURT: That's fine.

25 MR. RIGGS: I apologize.

1 THE COURT: That's okay, gentlemen.

2 Any motions then?

3 MR. NEWTON: Yes, Your Honor. Motion for directed
4 verdict on, first of all, the payment of wages claim. The
5 Plaintiff just admitted that she was not an employee of the
6 church. She was not receiving wages. The payment of wages
7 act requires wages as defined as compensation earned. And
8 I'm going to cite South Carolina Code Section 41-10 --

9 THE COURT: Let me stop you for a minute. Is she
10 claiming any wages?

11 MR. NEWTON: Your Honor, retirement, is that not
12 wages?

13 THE COURT: Everything that she's getting or
14 should get fits in the contract, right? I'm asking.

15 MR. NEWTON: That's correct, Your Honor.

16 THE COURT: But go ahead. Continue with your
17 motion. I'm sorry.

18 MR. NEWTON: I would just submit to Your Honor
19 that this does not constitute wages under the South Carolina
20 statute. And South Carolina Code Section 41-10-10, wages
21 means all amounts at which labor rendered is recompensed,
22 and then it goes on. So since she was not an employee, and
23 she was not working for wages, we would move, Your Honor,
24 for a directed verdict on the payment of wages claim because
25 this is, as has been pointed out, what she's claiming is

1 under this employment retirement agreement.

2 THE COURT: All right. Thank you, sir. All
3 right. Go ahead, sir.

4 MR. NEWTON: I would also move for dismissal of
5 the individual defendants. We've got Pastor Penn, Daniel
6 Ward, is here also, James Tucker, and Eronda Jackson. And,
7 Your Honor, the ground for that motion is that there is the
8 -- this case would be under the Nonprofit Cooperation Act
9 and there is a cooperate veil statue. And that is South
10 Carolina Code Section 33-31-612. And, also, based on lack
11 of privity of contract because these would have signed as
12 officers of the church. The agreement was with the church.

13 THE COURT: Thank you, sir.

14 Your response?

15 MR. RIGGS: Your Honor, with respect to the last
16 motion, we would certainly consent to them being
17 individually --

18 THE COURT: Dismissed?

19 MR. RIGGS: Based on our withdrawing the cause
20 three of our complaint. With respect to his first motion,
21 the motion to dismiss the failure to pay wages due to
22 section -- or cause of action, we respectfully understand
23 his argument, we respectfully disagree.

24 THE COURT: All right. Thank you, both. I will
25 think about that motion and take it under advisement.

1 You may proceed. Call your first witness.

2 MR. NEWTON: Your Honor, I call Pastor William
3 Penn to the stand.

4 THE COURT: Come around, Pastor Penn.

5 THEREUPON,

6 WILLIAM PENN,

7 after having been duly sworn, testified as follows:

8 THE CLERK: Have a seat in witness box. State
9 your full name for the record please.

10 THE WITNESS: My full name is Wane Pasini --

11 THE COURT: My middle name is Wane Pasini.

12 THE CLERK: Can you spell your last name?

13 THE WITNESS: Yes, ma'am. P-E-N-N.

14 THE COURT: All right. This is not William Penn,
15 correct?

16 MR. NEWTON: No.

17 DIRECT EXAMINATION

18 BY MR. NEWTON:

19 Q. Pastor Penn, state your position with the Refuge Temple
20 Church?

21 A. I'm the pastor of Refuge Temple Church God of Christ.

22 Q. And when did you become pastor of the church?

23 A. On an interim basis, I want to say in August 2004, and I
24 was officially appointed in March 2005.

25 Q. Okay. Were you immediately -- well, are you the -- was

1 there any pastors that took office at the church after
2 Pastor Jenkins, but before you?

3 A. No, sir.

4 Q. And how long was that after Pastor Jenkins's death
5 before you became pastor?

6 A. Officially, it was March 2005.

7 Q. Okay.

8 THE COURT: Was that 80, the successor in the
9 agreement?

10 MR. NEWTON: He may have been, Your Honor.

11 THE COURT: All right. That's fine. Go ahead.

12 BY MR. NEWTON:

13 Q. What was your position at the time Pastor Jenkins was
14 pastor?

15 A. I was the administrative assistant to the pastor.

16 Q. Okay. Now, were you on -- does this -- does Refuge
17 Temple Church have a board of directors?

18 A. Yes, sir, we do.

19 Q. Okay. What -- were you on the board at the time this
20 agreement, Exhibit 2, was signed?

21 A. No, sir.

22 Q. Did you attend the special meeting that we have the
23 Minutes of that have been made an exhibit?

24 A. No, sir.

25 Q. Okay. Now, what is the process by which directors are

1 appointed or elected as officers there at the church?

2 A. They're nominated, and then they are elected by the
3 body.

4 Q. Okay. Now, what is the basis for that?

5 A. In the Church of God in Christ, pastors are the ex
6 officio. We have a lot of authority. And the trustee
7 board is kind of the only means of protecting the
8 members.

9 Q. Okay. In other words, did the board represent -- does
10 the board represent the members of the congregation?

11 A. Yes, sir.

12 Q. Okay. Now, I would like to introduce exhibit --
13 Defendant's Exhibit 2. And there's an affidavit on the
14 front, but if you turn to the third page of that, what
15 does that appear to be? What does that appear to be?
16 What does Defense Exhibit 2 appear to be?

17 A. Is that the official manual?

18 Q. Does it appear to be copies --

19 A. Yes --

20 Q. -- of this book here?

21 A. Yes, sir.

22 Q. And I'm holding up a little black book. And is this
23 the official manual of the Church of God in Christ
24 denomination?

25 A. Yes, sir.

1 Q. Okay. And those copies, do they appear to be correct,
2 true and accurate copies of this document?

3 A. Yes, sir.

4 Q. Will you turn with me to -- there's page numbers, I'm
5 going to use the page numbers for the book. Page 15 --
6 and actually, there's a heading on the pervious page,
7 Page 14. Can you read for me the heading?

8 A. Yes, sir. Its says Section D Local Churches.

9 Q. Okay. What is -- generally, what is this section
10 about?

11 A. Under our denomination, a local church is like the
12 local churches. We have like a local church that
13 represents the lowest level. Then we have a district
14 where the churches come together, and then a
15 jurisdiction who will consider a local church.

16 Q. Okay. Is Refuge Temple Church of God In Christ a local
17 church under the denomination of the Churches of God in
18 Christ?

19 A. Yes, sir.

20 Q. Okay. If you would read for me paragraph seven on Page
21 15?

22 A. It reads: A local church may establish its on
23 constitution and By-laws provided the same should not
24 be in conflict with or repugnant to the charter,
25 constitution, laws, and doctrine of the Church of God

1 in Christ.

2 Q. Okay. So do -- does that mean that the Refuge Temple
3 Church of God has to follow the guidelines of the
4 denomination?

5 A. Yes, sir.

6 Q. If you would, turn to heading eight and starting on
7 Page 16, there's a sentence that reads, "Where,
8 however; do you see that?"

9 A. Yes, sir.

10 Q. Would you read that sentence all the way to the end of
11 heading eight?

12 A. Yes, sir. It reads: Where; however, the law requires
13 no particular mode of election of trustees. They shall
14 be elected by a majority of the members of the
15 congregation present and voting in the regular or
16 special business meeting of the church. All special
17 meetings of the church shall be announced on the Sunday
18 proceeding the date of the meeting and shall state the
19 purpose of the call and the time and place of the
20 meeting.

21 Q. Okay. Does -- how are board members of the church
22 typically placed in their position?

23 A. Some are appointed by the pastor, but trustees, the
24 board of directors, are elected.

25 Q. Okay.

- 1 A. By the members of the congregation.
- 2 Q. Okay. And does -- is there normally a special meeting
3 that's held for that purpose?
- 4 A. Yes, sir. We are required to announce it two or three
5 Sundays prior in the Sunday morning bulletin.
- 6 Q. Okay. If you would turn with me to page number -- the
7 book, page number 81.
- 8 A. Yes, sir.
- 9 Q. At heading number six.
- 10 A. Yes, sir.
- 11 Q. Does this appear to be similar language to what we've
12 seen about the conflict between the denomination in the
13 church?
- 14 A. Yes, sir.
- 15 Q. Okay. And then later, further down in paragraph seven,
16 also, on Page 81 and continuing on to Page 82, does
17 that appear to be similar language to what you've just
18 read?
- 19 A. Yes, sir.
- 20 Q. Okay. What are the qualifications for board members at
21 the church?
- 22 A. They pretty much have to be a member in good standing
23 with the church.
- 24 Q. Okay. Is there any particular time period that they
25 have to have been a member?

- 1 A. You're talking then or now?
- 2 Q. At this time.
- 3 A. At this time, again, the board of trustee will have to
4 be a member in good standing for, at least, three
5 years.
- 6 Q. Okay. At the time?
- 7 A. I'm not sure. I think that was.
- 8 Q. Okay. Does the denomination of Churches of God in
9 Christ allow board members -- board of directors to be
10 appointed directly by the pastor without any input from
11 the congregation?
- 12 A. No, sir.
- 13 Q. Okay. Now, what is the procedure that the church
14 follows now for bringing in new board members?
- 15 A. They are elected. And the board of trustees represent
16 the major departments within the body, i.e. the Men's
17 Department, Music Department, Youth Department, and a
18 rep from the deacons.
- 19 Q. Okay. Now, did -- after Pastor Jenkins's unfortunate
20 death, did the church provide support for Ms. Jenkins?
- 21 A. Yes, sir.
- 22 Q. Do you know what was -- what was the basis for that?
- 23 A. The pastor had requested it. And coming in as a son, I
24 tried to honor that request to take care of the widow.
25 At the time, he was -- he had cancer and it was very

1 expensive and we thought we should do something to
2 support and help the widow.

3 Q. Okay. Did you know about this employment and
4 retirement agreement we made Exhibit 2?

5 A. No, sir. I saw bits and pieces tied into the old
6 By-laws, maybe, six months after. But as far as that
7 agreement, I've seen that thing when -- I think at the
8 time Attorney Fielder was on -- before they brought you
9 all in had produced in the discovery a copy of the
10 actual Pastoral Agreement.

11 Q. Okay. Do you know why you had not seen this agreement
12 before?

13 A. No, sir.

14 Q. When you took over as pastor, did you make a check of
15 the church records?

16 A. When I became the pastor, sir, there were very limited
17 records. When I got into the office six months later,
18 I found a few records from Mozina and a couple records.
19 The office was pretty much cleaned out.

20 Q. Okay. Do you know where those records went?

21 A. No, sir.

22 Q. Okay. Do you know how this figure \$1,800 that was
23 being provided to Ms. -- let me strike that. I'm going
24 to show you exhibit, Defendant's Exhibit No. 3. Do you
25 recognize this document?

1 A. Yes, sir.

2 Q. Okay. What does it appear to be?

3 A. The trustee board and I met after about the five-year
4 mark, and when we decided that we were going to reduce
5 it for a year, and then terminate what we were giving
6 Ms. Jenkins.

7 Q. Okay. At this -- at the time, did you sign that
8 letter?

9 A. Yes, sir.

10 Q. Okay. And was that a board -- was that an authorized
11 action by the board for the church?

12 A. Yes, sir.

13 Q. Okay. At the time this letter was sent to Ms. Jenkins,
14 did you know about this Exhibit 2, Plaintiff's Exhibit
15 2?

16 A. No, sir. Like I said, bits and pieces were integrated
17 but, no, sir, not until Attorney Fielder showed us the
18 agreement.

19 Q. Okay. What is the custom of the Churches of God in
20 Christ in terms of supporting widows and pastors?

21 A. They normally try to do something. Normally, when the
22 bishop would come in, they normally try to, if the
23 church can, do something for approximately five years.

24 Q. Okay. And did the church -- the Refuge Temple of God
25 in Christ provide support to Ms. Jenkins for five

1 years?

2 A. Yes, sir.

3 Q. What is your recollection -- did you have any
4 conversations with Ms. Jenkins after this letter was
5 sent?

6 A. Yes, sir. Ms. Jenkins, my wife, and I met and we
7 talked about it. And when we talked about it, she
8 asked me, Where do I sign? I said, Well, you don't
9 have to sign anything.

10 Q. Okay. So did she initially agree then with this?

11 A. Well, I don't think she agreed, but she asked me where
12 do I sign. And I said, Mother, You don't have to sign
13 anything.

14 Q. And did the church then follow through with what was
15 stated in this letter?

16 A. Well, I think we did one month, but after what happened
17 was a week or two later, Mother asked to meet with me.

18 Q. Who asked, just to clarify for the record?

19 A. Mother Jenkins did.

20 Q. Okay.

21 A. And we met. It would have -- I think, it would have
22 been her son-in-law, her two daughters, my wife, and
23 her.

24 Q. Okay. And do you have any recollection of what
25 happened at the meeting?

1 A. Yes, sir. At the meeting, in essence, she said I
2 needed to -- they wanted me to restore what we were
3 paying Mother, and I said I wasn't going to do it. And
4 that's when Mother said well, she's resigning from
5 Refuge Temple?

6 Q. Okay. So after this meeting she told you that she was
7 resigning from the church?

8 A. Yes, ma'am.

9 Q. Okay.

10 A. Yes, sir.

11 Q. And did she, in fact, resign from the church?

12 A. Yes, sir.

13 Q. And then the -- the final payment then, was it ever
14 paid to her?

15 A. No, sir.

16 Q. Okay. Because she had resigned?

17 A. Yes, sir. And pretty much she's not going forward, and
18 it was -- the meeting was almost like a threat.

19 Q. In what way?

20 A. Well, I mean, that's what they pretty much said or
21 else, threatening to take me to court.

22 Q. Okay. And then what was the next communication that
23 you received from Ms. Jenkins?

24 A. The next communication, I think it would have been from
25 Attorney Hanson.

1 Q. I want to show you one other exhibit, Defendant's
2 Exhibit 1. Do you recognize that document?

3 A. Yes, sir.

4 Q. If you would, read to me the bottom paragraph on the
5 first page beginning with the word, "second"?

6 A. Yes, sir. It says, "Second, Delories Jenkins has been
7 receiving a housing allowance and salary. This is not
8 quite legitimate considering that she does not perform
9 services for the church, and is not a minister. If the
10 church wishes to bless her for all of her and her late
11 husband's work over the years for the church, we should
12 consider giving her a retirement package."

13 Q. Okay. Thank you. Do you recognize this -- this
14 document?

15 A. Yes, sir.

16 Q. Did you receive this document?

17 A. Yes, sir. What happened, about in March -- in August,
18 actually, when they put me in interim. I was informed
19 by the bishop I couldn't do anything until I was
20 appointed permanently. In March when I became the
21 pastor, I requested for Mozina and Jessica to have the
22 books audited, because from the time he died and the
23 time I came in, that would put me in position that I
24 had physical responsibility, and I wanted to ensure
25 that everything was -- so this letter was in response

1 to me requesting an internal audit.

2 Q. Okay. And this -- this would have be the auditor then?

3 A. Yes, sir. He was an accountant that did our monthly
4 records.

5 Q. Okay. Did you understand from this document then that
6 the payment of a salary to Ms. Jenkins was not
7 legitimate?

8 A. Yes, sir.

9 Q. Okay. That's all my questions.

10 THE COURT: All right. Cross examine.

11 MR. RIGGS: Your Honor, thank you.

12 CROSS-EXAMINATION

13 BY MR. RIGGS:

14 Q. Pastor?

15 A. Yes, sir.

16 Q. Just a couple of questions, and really kind of relates
17 to that last document you had in your hands. I think
18 you've got it right there. Actually, the last one
19 there, that's Defendant's Exhibit 1?

20 A. Yes, sir.

21 Q. What's the date on that letter?

22 A. April 4th, 2005.

23 Q. 2005, which is five years before 2010, right?

24 A. Yes, sir.

25 Q. Correct me if I'm wrong, but I thought a few minutes

1 ago, you told us that you didn't know about the
2 contract, or this agreement until 2010?

3 A. No, sir. What I said was there were bits and pieces
4 that was incorporated within the By-laws. And I did
5 not see the actual Pastoral Agreement until it came
6 into discovery with Attorney Fielder.

7 Q. Okay. All right, well, let's take a look at that
8 letter just for a second here. Go back to -- if you
9 will, to the second sentence that you read just a
10 minute ago.

11 A. Yes, sir.

12 Q. If the church wishes to bless her for all her and her
13 husband's work?

14 A. Yes, sir.

15 Q. You don't deny that she did work for the church during
16 her husband's pastoral --

17 A. Oh, sir. I mean, my wife does stuff for the church.

18 Q. Exactly.

19 A. But she -- yes, sir.

20 Q. Exactly.

21 A. Yes, sir.

22 Q. Okay. And, of course, we should consider giving a
23 retirement package, right?

24 A. Yes, sir.

25 Q. So what we have here, in essence, really isn't, as they

1 use the word, not quite legitimate?

2 A. No, sir. What Mozina was telling me that the way I'm
3 doing it right now being the best for Ms. Jenkins is
4 going to get me in trouble with the IRS. So if we
5 wanted to bless her, we going to have to do it that way
6 to cover us legally is what he was saying.

7 Q. Just change the words, correct?

8 A. As far as?.

9 Q. From salary to retirement. That's what we're talking
10 about, correct?

11 A. Um --

12 Q. That will not be what you're talking about; is that not
13 correct?

14 A. What I'm talking about --

15 Q. If she's not working for --

16 A. No, he was saying if we wanted to be a blessing to Ms.
17 Jenkins, we going to have to do --

18 Q. Retirement?

19 A. Yes, sir, retirement, yes, sir. And, obviously, so we
20 won't get in trouble with the IRS.

21 Q. Yes.

22 A. Is what he was saying.

23 Q. All right. And do we not have an agreement that's
24 referred to as Exhibit 2. Does it not say retirement?

25 A. (There was no response.)

1 Q. It's a simple yes or no. Employment and retirement
2 agreement, correct?

3 A. Yes, it does.

4 MR. RIGGS: Thank you, Your Honor. That's all the
5 questions.

6 THE COURT: Anything on redirect?

7 MR. NEWTON: Just one thing on redirect.

8 REDIRECT EXAMINATION

9 BY MR. NEWTON:

10 Q. When your wife does things for the church, does she do
11 that as a volunteer or as an employee?

12 A. As a volunteer.

13 Q. Okay. And if the church provides you a retirement
14 package, would you consider the money received to be
15 wages for your wife?

16 A. No, sir.

17 Q. Okay. All right.

18 THE COURT: All right. Anything further of this
19 witness?

20 MR. NEWTON: No, Your Honor.

21 THE COURT: All right. You may step down.
22 Anything further?

23 MR. NEWTON: Yes, I would like to call Connie
24 Bowman.

25 THEREUPON,

1 CONNIE BOWMAN,

2 after having been duly sworn, testified as follows:

3 THE CLERK: Have a seat in witness box. State
4 your full name for the record, please. Spell your last
5 name, please.

6 CONNIE BOWMAN: My name is Connie L. Bowman.
7 B-O-W-M-A-N.

8 DIRECT EXAMINATION

9 BY MR. NEWTON:

10 Q. Ms. Bowman, what -- do you hold any position with the
11 Refuge Temple Church of God right now?

12 A. Yes, I do.

13 Q. What position is that?

14 A. CWC, and I'm on the Pastor's Aid Department.

15 Q. Okay.

16 THE COURT: I'm sorry. Can you speak up? I
17 didn't understand a word there.

18 CONNIE BOWMAN: I'm sorry, sir. CWC, I'm the
19 president of that organization at our church.

20 THE COURT: What's a CWC?

21 CONNIE BOWMAN: Christen Women Counselor.

22 THE COURT: Thank you, ma'am.

23 CONNIE BOWMAN: Okay. And I'm on the -- president
24 of the Pastor's Aid Department, sir.

25

1 BY MR. NEWTON:

2 Q. At the time of this -- well, I'm going to show you
3 again Exhibit 2, this Employment and Retirement
4 Agreement, what was the date of that? You might have
5 to look at the last page.

6 A. I don't see a date on the last page. It says it's
7 entered in on the 13th day, but it doesn't have --
8 March 2002. I'm sorry.

9 Q. 2002?

10 A. I'm sorry.

11 Q. Okay.

12 A. Uh-huh.

13 Q. Were you -- did you hold any office with the church at
14 that time?

15 A. Yes, sir, I did, several positions at that time.

16 Q. Okay. Did you sign this agreement?

17 A. Yes, sir, I did.

18 Q. Okay. And what was your -- in what capacity did you
19 sign?

20 A. As a director on the board.

21 Q. Okay. Did you hold any other offices with the church?

22 A. At that time, yes, sir, I did.

23 Q. What offices?

24 A. Hospitality.

25 Q. Okay. How about -- did you work in the church office?

1 A. Yes.

2 Q. In what capacity?

3 A. I was also the pastor's secretary, also.

4 Q. Okay. Now --

5 THE COURT: This would have been Reverend
6 Jenkins's secretary?

7 CONNIE BOWMAN: Yes, sir.

8 THE COURT: Thank you.

9 BY MR. NEWTON:

10 Q. Now, how did you become a director of the church?

11 A. Pastor Jenkins asked would I be on the board of
12 directors, and I said yes.

13 Q. Okay. So is it fair to say Pastor Jenkins appointed
14 you?

15 A. Yes.

16 Q. Did -- did anybody else have any say in that decision?

17 A. No.

18 Q. Was the decision to make you a director of the church
19 presented to the congregation at any time?

20 A. No.

21 THE COURT: Let me ask you this, how long were you
22 a director?

23 CONNIE BOWMAN: Excuse me, sir?

24 THE COURT: How long were you a director?

25 CONNIE BOWMAN: I think it was a stint of two

1 years. I think that's what it was. I think it was two
2 years.

3 BY MR. NEWTON:

4 Q. Now, do you recall a meeting to discuss -- again, I
5 will show you -- there were some meeting Minutes.

6 These are Plaintiff's Exhibit 1. Do you recall a
7 meeting that those are Minutes of?

8 A. Yes.

9 Q. Okay. Did you attend that meeting?

10 A. Yes, sir, I did.

11 Q. Did anybody else attend that meeting?

12 A. I think it was myself and Deacon Ward.

13 Q. Okay. So --

14 A. I didn't mean to say deacon, but Deacon Ward.

15 Q. Okay.

16 A. Uh-huh.

17 Q. And so there was a meeting when all three of y'all met
18 to discuss this?

19 A. Yes, sir.

20 Q. Now, did you -- what -- do you recall what was
21 discussed at that meeting?

22 A. This particular meeting, there was a discussion of
23 making the First Lady Jenkins at that time would, you
24 know, be taken care of upon his death because he was
25 ill, he had become ill, yes.

1 Q. Did you have a copy of the meeting -- I mean, of the
2 Employment Retirement Agreement at that time?

3 A. What I had, he had given me a draft copy, and I typed
4 it up and give it to him, and then he took it from
5 there.

6 Q. Was there ever an announcement made to the congregation
7 about this meeting?

8 A. No.

9 Q. Okay. To your knowledge, does anybody in the
10 congregation know about the meeting?

11 A. Not to my knowledge, no.

12 Q. Okay. After this agreement was signed, was this
13 agreement ever presented to the congregation?

14 A. No.

15 Q. Was it ever presented to anybody else that you know of?

16 A. Not that I know of, no.

17 Q. What -- what happened to the agreement after it was
18 signed?

19 A. I didn't see it after that. I would just assume that
20 it was in his file cabinet, I don't know.

21 Q. Okay. Do you know what happened to the files after
22 Pastor Jenkins's death?

23 A. No.

24 Q. Okay. Do you know who might have them?

25 A. No, I don't know.

1 Q. To your knowledge, does the -- did the congregation
2 know about this Employment and Retirement Agreement,
3 which we made Exhibit 2, prior to Pastor Jenkins's
4 death?

5 A. The only thing I remembered after Pastor Jenkins had
6 died was a Tuesday where I got up and I was asked to
7 read just a certain part of the agreement, not the full
8 of the agreement here. And it was just stating that
9 First Lady Jenkins at that time would, you know, be in
10 charge and then Elder Daryl Johnson would be kind of
11 like the overseer. It was just about -- it was maybe
12 about a paragraph or so that I read that was after his
13 death.

14 Q. So did Ms. Jenkins then help oversee the process of
15 finding a new pastor?

16 A. No, not to my -- no.

17 Q. Okay. Did Ms. Jenkins pick up any documents from the
18 church?

19 A. I didn't see her pick up anything.

20 Q. Okay. So this Employment and Retirement Agreement,
21 after the meeting then, did you have a chance to see it
22 before you signed it?

23 A. I did the draft, and then I just, you know, signed my
24 name. It was basically the same thing. I didn't read
25 it page-by-page. I just signed off on it.

1 Q. Ms. Jenkins, (sic) were you -- what was your
2 relationship with Pastor Jenkins?

3 A. He was not only my pastor, he was like a father. He
4 was very dear to me. Very dear, yes, sir.

5 Q. This agreement, what was your understanding of what the
6 agreement did?

7 A. Just in a nutshell, that upon his death that she would
8 get certain benefits.

9 Q. Okay. Did -- were there any -- was it specified what
10 those benefits were?

11 A. I know that he stipulated one time, you know, she would
12 receive his salary upon his death.

13 Q. Okay. Was any talk about how long?

14 A. No, sir.

15 Q. Okay. That's all the questions I have.

16 THE COURT: All right.

17 CROSS-EXAMINATION

18 BY MR. RIGGS:

19 Q. Ms. Bowman.

20 A. Yes.

21 Q. I've got a just a couple questions of you. Did you
22 tell us that you were on the board for about two years?

23 A. I say, maybe about two years.

24 Q. Maybe about two years or so?

25 A. I don't know exactly how long, but I think it was about

1 two years.

2 Q. Okay. If I was to tell you that you were a member of
3 the board when y'all initiated the church, which you
4 were, correct?

5 A. Initiated the church?

6 Q. Installed the church, began the church.

7 A. I --

8 Q. You don't recall being a member of the board of
9 directors who signed the By-laws and Articles of
10 Incorporation? I have a signed copy here of your --

11 MR. RIGGS: Your Honor, just a second. Your
12 Honor, we may have to switch exhibits.

13 THE COURT: You need to speak up, sir. I can't
14 hear you.

15 MR. RIGGS: Your Honor, we're going to exchange or
16 supplant this Plaintiff's Exhibit here for this Plaintiff's
17 Exhibit --

18 THE COURT: No, no, no. Let's make it two
19 exhibits. We're not going to do that. Mark that separate
20 please, same document with one page missing, I do believe.

21 MR. RIGGS: Yes, sir.

22 THE COURT: All right.

23 MR. RIGGS: That's, in essence, what it was.

24 BY MR. RIGGS:

25 Q. I will show you what's been marked as Plaintiff's 5,

1 and if you would turn to Page 8. Is that your
2 signature down there as a member of the board of
3 directors.

4 A. Uh-huh.

5 Q. Okay. And if you would, would you tell me what the
6 date there is?

7 A. 1997.

8 Q. Okay. All right. So you were a member of the board of
9 directors in '97, correct?

10 A. I was the board director in '97, and then I was
11 appointed again. I mean --

12 Q. Okay. Okay. All right. And that's what I'm trying to
13 get at.

14 A. Okay.

15 Q. That you were there more than two years?

16 A. Oh, yes.

17 Q. Okay. All right.

18 A. Yes.

19 Q. Okay.

20 MR. NEWTON: Your Honor, that's all of the
21 questions.

22 THE COURT: All right. Anything further of this
23 witness?

24 MR. RIGGS: Yes.

25 THE COURT: Okay, go ahead.

1 REDIRECT EXAMINATION

2 BY MR. NEWTON:

3 Q. Ms. Bowman, after the articles were signed, did you
4 rotate off the board?

5 A. Yes. And then like with that in '97, yes, and then I
6 was appointed back again.

7 Q. Okay. Were you serving as Pastor Jenkins's secretary
8 at the time these articles were filed?

9 A. Yes, if I'm not mistaken, yes.

10 Q. Okay. Thank you.

11 THE COURT: All right. Anything further of Ms.
12 Bowman? Any more questions of this witness?

13 MR. RIGGS: No, Your Honor.

14 THE COURT: All right. You may step down, Ms.
15 Bowman.

16 CONNIE BOWMAN: Thank you, sir.

17 THE COURT: Is there anything else?

18 MR. NEWTON: One more, Your Honor.

19 Daniel Ward.

20 THEREUPON,

21 DANIEL WARD, JUNIOR,
22 after having been duly sworn, testified as follows:

23 THE CLERK: Have a seat in witness box. State
24 your full name for the record, please.

25 DANIEL WARD: Daniel Ward, Jr.

1 DIRECT EXAMINATION

2 BY MR. NEWTON:

3 Q. Okay. Mr. Ward, do you -- do you hold any offices at
4 the Refuge Temple Church of God?

5 A. Yes, sir.

6 Q. What are --

7 THE COURT: I'm sorry, I didn't hear you.

8 DANIEL WARD: Yes, sir.

9 BY MR. NEWTON:

10 Q. What offices?

11 A. I'm a trustee.

12 Q. Okay. Did -- were you -- a trustee, is that the same
13 thing as a member of the board of directors?

14 A. Basically, about the same.

15 Q. Okay. Did -- were you a trustee or board member at the
16 time this Employment and Retirement Agreement, I'm
17 going to show you, also, Exhibit 2, was signed?

18 A. Yes, sir.

19 Q. Okay. And were you a member of the church at that
20 time?

21 A. Yes, sir.

22 Q. Had you been a member for very long?

23 A. I joined there around April of 2001 about two months
24 before my mother passed, I remember that year, yes. It
25 was in 2001 around April.

1 Q. So you remember about how long it was before you joined
2 the church before you were -- joined the board of
3 directors?

4 A. Like I stated on here, around March of 2002.

5 Q. Okay. So is it fair to say a few months?

6 A. Well, it's probably less than a year.

7 Q. Okay. Now, how did you become a board member of the
8 Refuge Temple Church?

9 A. Well, Pastor Jenkins, he nominated me.

10 Q. Okay. Did Pastor -- to your knowledge, did anybody
11 else participated in nominating or appointing you?

12 A. No, sir. No, sir.

13 Q. Okay. Was there any meeting held before the
14 congregation about appointing you as a board -- or
15 appointing you as a board member?

16 A. We never went before the body. It wasn't talked about
17 no, presented to the body. We never got that far.

18 Q. Now, do you recall a meeting in which this Employment
19 and Retirement Agreement was discussed?

20 A. Yes.

21 Q. Do you remember who was present at the meeting?

22 A. Pastor Jenkins, Connie Bowman, and myself.

23 Q. Was there an announcement made to the congregation
24 about this meeting?

25 A. No, sir.

- 1 Q. Was an announcement made about what was going to be the
2 terms of the agreement, that there was going to be a
3 salary for Pastor Jenkins, and continuing benefits for
4 Ms. Jenkins?
- 5 A. It was just made to Connie and myself, and the Pastor.
6 It never went -- to my knowledge, it never went before
7 the church itself, no.
- 8 Q. Okay. Now, do you recall any discussion during the
9 meeting about the Employment and Retirement Agreement?
- 10 A. Repeat that, please.
- 11 Q. Do you remember what was said during the meeting?
- 12 A. Well, the meeting for the most was process of what he
13 was looking to -- you know, to do for his wife to be
14 taken care of in case of his demise. So some type of a
15 -- my understanding, that's basically what this was
16 about, you know.
- 17 Q. Did you discuss how long the benefits would be
18 provided?
- 19 A. Well, in reading the document, it was saying for life,
20 but I don't -- you know, like I say, when we was
21 signing off -- you know, we may have signed off in good
22 faith so, you know.
- 23 Q. Did you discuss how long the benefits would be provided
24 at the meeting? In other words, are you talking to me
25 about what's written on the paper or what was discussed

1 in the meeting?

2 A. Well, what's based on the paper here, but like I say,
3 when you say taking care of someone, I guess you can
4 put a long time on that, so I couldn't really say.

5 Q. Okay. Did you have this copy of this Employment and
6 Retirement Agreement at the time you met? Did you have
7 Exhibit 2, what you have in front of you?

8 A. Uh-huh.

9 Q. What -- did you have that there with you at the
10 meeting?

11 A. Well, it was read to us. We went over it, just stated
12 in the office there, yes.

13 Q. Did -- was it your understanding when you signed it
14 that the congregation would -- that this would be
15 presented to the congregation?

16 A. That's what I was told, that, you know, we was just
17 looking at the board members, the board of directors.
18 They was going to take it to the body, you know, to
19 vote on it.

20 Q. Okay. Did -- did that ever happen? Did the
21 congregation ever -- was this ever presented to the
22 congregation?

23 A. No, sir.

24 Q. Did the congregation ever vote on this?

25 A. No, sir.

1 Q. Do you have any knowledge to what happened to the
2 church documents after Pastor Jenkins's death?

3 A. No, sir, I do not.

4 Q. Okay. That's all my questions.

5 THE COURT: All right. Cross examine.

6 MR. RIGGS: Court's indulgence one moment.

7 THE COURT: Yes, sir.

8 CROSS-EXAMINATION

9 BY MR. RIGGS:

10 Q. Mr. Ward.

11 A. Yes, sir.

12 Q. You say that you thought that y'all were going to
13 present --

14 THE COURT: I'm sorry. Stop. Y'all got to speak
15 louder. I can't hear just as well as I could last week.
16 Will y'all speak up?

17 MR. RIGGS: I apologize.

18 THE COURT: That's all right.

19 BY MR. RIGGS:

20 Q. You indicated a minute ago that you thought that this
21 agreement that you as board members had voted on and
22 had signed was going to be presented to the
23 congregation; is that correct?

24 A. Yes, that's what he told me. Yes, we was going to do
25 that later.

1 Q. Is that what you thought was going to happen?

2 A. No, that's what I was told.

3 Q. Okay. All right, sir. Let me ask you this, was it a
4 normal routine that y'all presented everything to the
5 congregation?

6 A. Yes, sir. When it comes down to involving this, like
7 the body was money, yes.

8 Q. Every contract that y'all go into as a church, it was
9 presented to the congregation --

10 A. Yes --

11 Q. Is that what you're saying?

12 A. Yes, basically. You know, you don't do it right at the
13 point, maybe, not at the beginning, but that's what
14 some people do, but within a short time of -- period of
15 time. Yes.

16 THE COURT: I'm sorry. Y'all got to speak up so I
17 can understand you.

18 DANIEL WARD: Sorry, Your Honor.

19 THE COURT: I can't understand what you're saying,
20 so I apologize, but it's not doing me any good to listen to
21 you if I can't hear you.

22 DANIEL WARD: Yes, sir. I'm sorry, sir. I
23 apologize.

24 THE COURT: That's all right, but I need to hear
25 you.

1 BY MR. RIGGS:

2 Q. All right, sir. So it's your testimony today that
3 every contract that the board of directors entered into
4 back in 2002 was presented to the congregation?

5 A. No, this is the only thing that I was apart of, nothing
6 else.

7 Q. Okay. So you don't know about anything else?

8 A. Don't know about nothing else, no.

9 Q. This is your only contract y'all entered into?

10 A. This is the only one I been in since I know in the year
11 2002, yes.

12 Q. All right. Fair enough, Mr. Ward. One last thing, did
13 you tell anyone yourself about this contract?

14 A. No, sir.

15 Q. That's all the questions I have.

16 THE COURT: Anything further of this witness?

17 MR. NEWTON: Yes.

18 REDIRECT EXAMINATION

19 BY MR. NEWTON:

20 Q. Mr. Ward, is -- would you consider contracts with the
21 pastor to be a special kind of contract that's, maybe,
22 different from, say, a contract about, you know,
23 hymnals or --

24 THE COURT: Are you soliciting an opinion or a
25 fact from this witness?

1 BY MR. NEWTON:

2 Q. Would you consider a contract with the pastor be
3 something that the congregation should know about as a
4 board member?

5 A. Yes, I do.

6 Q. Okay. Thank you.

7 THE COURT: Anything further of this witness?

8 MR. RIGGS: Nothing, Your Honor.

9 THE COURT: You may step down, sir.

10 I hate to have to repeat myself. Y'all can hear
11 me, can't you?

12 MR. RIGGS: Yes, sir.

13 THE COURT: You may step down.

14 DANIEL WARD: Yes, sir.

15 THE COURT: Anything further?

16 MR. NEWTON: No, Your Honor.

17 THE COURT: Anything further?

18 MR. RIGGS: Not for reply.

19 THE COURT: All right. Well, gentleman, I tell
20 you what. I will take this under advisement. I will give
21 you an opportunity if y'all are so inclined to submit
22 proposed orders. It won't be like John the Baptist in the
23 wilderness 40 days, 40 nights, eating wild oats and honey,
24 and I won't go to Mount Sinai, as they say, or something
25 like that, but I will do the best I can by everybody

1 involved. Y'all want 10 days to exchange? Is that long
2 enough? Just let me know.

3 MR. NEWTON: Your Honor, I had a legal argument.
4 I never got a chance to do --

5 THE COURT: Well, make it now.

6 MR. NEWTON: May I make it?

7 THE COURT: Yes, sir.

8 MR. NEWTON: Okay. Basically, Your Honor, our
9 argument is that, yes, there is an agreement here, but there
10 were some irregularities in the procedure in which it was
11 adopted.

12 THE COURT: So you're saying that the agreement is
13 not valid?

14 MR. NEWTON: Yes, Your Honor.

15 THE COURT: All right. Okay.

16 MR. NEWTON: And there are -- if you look at the
17 --

18 THE COURT: So let's assume the agreement was not
19 valid. Initially, y'all paid under the terms of the
20 agreement for five years, and if there are any
21 irregularities, seemed to me y'all waived. It's just an
22 observation I'm making.

23 MR. NEWTON: Your Honor, and there was testimony
24 that the agreement itself did not actually come out until
25 after --

1 THE COURT: Was there some requirement that the
2 agreement be publicized, posted, voted on by a congregation?

3 MR. NEWTON: What I was arguing here, Your Honor,
4 is that use --

5 THE COURT: I'm asking you a question. I'm going
6 to listen to your argument. My question is what I just
7 posed to you.

8 MR. NEWTON: Yes. There was testimony that the
9 board members expected the congregation to --

10 THE COURT: No, I'm saying was there a
11 requirement, sir?

12 MR. NEWTON: Um --

13 THE COURT: Under the By-laws -- let me finish.
14 Under the rules, or however you want to say it that required
15 what you submit that should have been done?

16 MR. NEWTON: What I would submit --

17 THE COURT: The answer is yes or no, and then you
18 can explain.

19 MR. NEWTON: (There was no response.)

20 THE COURT: Look, if y'all want me to make a
21 decision, I think it's fair that y'all answer my questions.

22 MR. NEWTON: I would like to answer it, Your
23 Honor.

24 THE COURT: Go ahead.

25 MR. NEWTON: I would say that under the South

1 Carolina law and the denominational practice, the board
2 members was supposed to be elected and these board members
3 were --

4 THE COURT: So everything that they have done
5 since that time where they didn't do what you said they
6 should have done is void? Any actions taken by the church
7 then?

8 MR. NEWTON: I think that what we're talking about
9 is this particular agreement.

10 THE COURT: But my question was, would everything
11 be void if they didn't follow the correct procedure that
12 you're not stating before me today should have been
13 followed?

14 MR. NEWTON: We don't --

15 THE COURT: Just make your argument, that's okay.
16 I can verse those questions later on. Go ahead. I'm not
17 trying to be hard on you, but y'all bring a problem to me to
18 resolve. I'm entitled to ask certain questions to help me
19 in that decision, and it seems to be some reluctance to
20 answer those questions.

21 MR. NEWTON: Your Honor, our argument is that none
22 of those -- nobody is challenging any of those, but what
23 we've got here is an agreement that was not -- that did not
24 even -- was not presented to the church until long -- many
25 years after the fact. We've got a situation in which the

1 board members who signed the agreement were the pastor,
2 secretary and a new member. And we've got a conflict of
3 interest transaction on the part of the pastor. If you look
4 at Exhibit 2, Pastor Jenkins signed --

5 THE COURT: Do you have any authority to support
6 your position, sir?

7 MR. NEWTON: Yes. The --

8 THE COURT: Well, that's what you need to tell me
9 about.

10 MR. NEWTON: Well, that's what I was trying to get
11 to, Your Honor.

12 THE COURT: Well, I'm not going to stop you. Go
13 ahead.

14 MR. NEWTON: The nonprofit cooperation --

15 THE COURT: Stop. Proposed orders, gentleman.
16 Thank you all so very much, and I will see y'all in due
17 course.

18 End of proceedings.

19

20

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23

24

25

1 COUNTY OF RICHLAND)

2 CERTIFICATE OF REPORTER

3 I, Crystal Holmes, hereby certify that I reported
4 the preceding case entitled Delories Jenkins Vs. Refuge
5 Temple Church of God in Christ, et al. Case No.
6 2011-CP-40-01320, at the Richland County Courthouse, June
7 18, 2012.

8 I FURTHER CERTIFY that the foregoing pages 1
9 through 61 constitute a true, accurate and full transcript
10 of said hearing.

11 I FURTHER CERTIFY that I am not employed by any of
12 the parties hereto and I have no financial interest in the
13 outcome of said case.

14 IN WITNESS WHEREOF, I have heretofore set my hand
15 and seal at Richland County on this 20th day of June, 2016.

16

17 _____
Crystal Holmes, Official Court Reporter

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**SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC. TO
AMEND PASTOR'S EMPLOYMENT AND RETIREMENT
AGREEMENT**



A meeting of the Board of Directors was held on March 13, 2002, at

~~the office of the Church located in Columbia, South Carolina, at 5:15p.m.~~

Waiver of Notice and Call of the Meeting was presented by the Secretary and filed in the Church corporate minutes.

Board Members Present: Pastor Elder Edward Jenkins, Connie
Bowman, and Daniel Webster Ward, Jr.

There being a quorum present, Pastor Elder Edward Jenkins, the President and Chairman of the Board, called the meeting to order.

The Chairman of the Board of Directors asked Connie Bowman to serve as Secretary of the meeting, and to read the minutes from the previous meeting.

Motion: Motion made by the Secretary to accept the minutes as read.

Seconded: Daniel Webster Ward, Jr. seconded the motion.

Passed Unanimously.

* * * * *

New Business:

The Chairman and President advised the Board that it consider the adoption of amendment to Employment Agreement dated August 14, 1997 with Pastor Elder Edward Jenkins for purposes of securing the employment of Pastor Jenkins for his life as Pastor of the church, providing certain security to him and his family in connection therewith, determining the appropriate circumstances for the selection of a successor pastor for Pastor Jenkins, in the event of the death or permanent disability of Pastor Jenkins, and generally to review and consider a proposed "Pastor's Employment and Retirement Agreement", prepared by the church's exempt organizational counsel. After discussion and prayer, the Chairman indicated that a motion would be appropriate regarding the consideration, and solicited a motion from the members of the Board with respect to such matters.

Motion: Motion made by Daniel Webster Ward, Jr. to approve the "Pastor's Employment and Retirement Agreement".

Seconded: Connie Bowman seconded the motion.

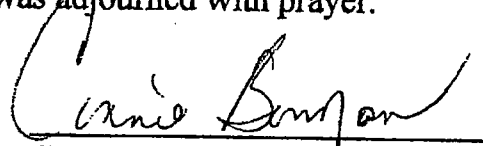
Resolved: That the Board of Directors of the Church adopt and
approve the "Pastor's Employment and Retirement

Agreement".

Passes Unanimously.

* * * * *

Pastor Elder Edward Jenkins asked for additional business; there
being no additional business, the meeting was adjourned with prayer.


Connie Bowman, Secretary

Date: March 13th, 2002, 6:10p.m.

Date approved for entry: March 13th, 2002

(Seal)

PASTOR'S EMPLOYMENT AND RETIREMENT AGREEMENT



This agreement ("AGREEMENT") is entered into this 13th day of March, 2002, between **REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC., ("CHURCH")**, a South Carolina nonprofit corporation, with its principal place of worship at 2328 Atlas Road, Columbia, South Carolina, and **PASTOR ELDER EDWARD JENKINS**, and individual residing in the state of South Carolina ("PASTOR").

WHEREAS, PASTOR is a minister duly ordained pursuant to a prescribed course of study and in compliance with all IRS, federal, state and local laws and in compliance with the requirements of **CHURCH**; and

WHEREAS, PASTOR is an experienced pastor, having extensive qualifications and experience pastoring churches and is qualified to serve as the pastor of the **CHURCH**; and

WHEREAS, CHURCH is in need of a pastor to lead the **CHURCH** spiritually, scripturally, morally and to oversee the administration, business matters and day-to-day activities of the **CHURCH**; and

WHEREAS, the congregation, membership, management and leadership of the CHURCH have duly considered the history of the service

provided by PASTOR as pastor of the CHURCH, and the value of PASTOR to the CHURCH; and

WHEREAS, PASTOR can continue to contribute substantially to the success of the CHURCH, in its spiritual, financial, physical and secular needs; and

WHEREAS, it is important to CHURCH and PASTOR for the PASTOR to be secure in his employment with CHURCH, and for his family to be secure in the event of his death or disability; and

WHEREAS, CHURCH believes that the vision of the PASTOR is best suited to determine the circumstances of PASTOR'S successor in the case of the PASTOR'S death, or in the event of the disability of PASTOR, either mental or physical; and

WHEREAS, PASTOR is willing to make a commitment to maintain his pastorship with CHURCH until his death.

WHEREAS, CHURCH and PASTOR desire to enter into this AGREEMENT for the employment of PASTOR, and to provide for the security of PASTOR and his family during such employment, and in the event of PASTOR'S death, as the PASTOR of CHURCH on the terms and conditions herein set forth:

NOW THEREFORE, CHURCH and PASTOR hereby agree as follows:

1. **Employment.** CHURCH does employ PASTOR as its Pastor-President, in accordance with and pursuant to the terms of this AGREEMENT, until the death of PASTOR or until the disability of PASTOR, effective as of the 13th day of March, 2002.
2. **Compensation.** In payment for his services as PASTOR, CHURCH shall pay to PASTOR a base annual compensation of (will vary) for each twelve (12) months period thereof, which shall be payable in equal installments on the last working day of each calendar month during such period. In addition to PASTOR'S base annual compensation, CHURCH shall provide PASTOR with a parsonage in kind or alternatively, a housing rental allowance in compliance with Section 107 of the Internal Revenue Code. In the event that CHURCH provides a parsonage in kind, the parsonage shall be equipped and furnished in a dignified manner and to the reasonable satisfaction of PASTOR so that PASTOR and his family shall be able to maintain a standard of living comparable to the needs

and requirements of PASTOR. In the event of Code Section 107 housing allowance is provided to PASTOR, same shall be sufficient to accommodate PASTOR'S actual housing expenses necessary to maintain a personal residence with a fair market value in the range of \$120,000.00.

PASTOR additionally shall be eligible to participate in all retirement plans tax deferred annuities, tax sheltered annuities, tuition remission/salary reduction or other forms of perquisites or retirement benefits which are or become available from time-to-time for any employee of the CHURCH. To the extent PASTOR incurs any expense associated with his duties and responsibilities as PASTOR, same will be eligible for reasonable reimbursement pursuant to CHURCH'S Accountable Reimbursement Plan as filed with the offices of the Secretary of the CHURCH. PASTOR shall be provided with term life insurance in an amount not to exceed 1 hundred thousand dollars (\$100,000.00) during the term of this AGREEMENT, the premiums for which shall not exceed \$1,500.00 per annum in the aggregate. CHURCH shall pay

reasonable health insurance costs incurred by PASTOR, not to exceed Five Hundred and no/Dollars (\$500.00) per month.

3. **Duties of Pastor:**

- A. PASTOR shall serve as the Pastor-President of the

CHURCH. PASTOR shall perform and discharge such
other and/or further duties as may be appropriate for
Pastor-President of the church, and in cooperation with
the church's Board of Directors.
- B. PASTOR agrees that during and throughout the term of
this AGREEMENT, he will devote such of his time and
energies as may be required in order for him to carry out,
fulfill and perform the duties and responsibilities to be
performed by him under the terms of this
AGREEMENT.
- C. PASTOR shall not become involved in any business
Matters, which may adversely affect the CHURCH or
the performance of his duties and obligations under this
AGREEMENT.
- D. The CHURCH finds its headship under the Lord Jesus

Christ and in the **PASTOR**. The Pastor-President shall be the Chief Executive Officer of the **CHURCH**. He shall be a continuing member of the Board of Directors throughout the term of the **AGREEMENT**. The Pastor-President shall have general management of the business of the **CHURCH** and general supervision of the other officers. The Pastor-President shall preside at all meetings of the Board of Directors and shall see that order and Resolutions of the Boards are carried into effect; subject, however, to the right of the Boards to delegate to any other officer or officers of the **CHURCH** any specific power, other than those that may be conferred upon the Pastor-President. The Pastor-President shall execute in the name of the **CHURCH** all deeds, bonds, mortgages, contracts, and other documents authorized by the Board of Directors. The Pastor-President shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. No person shall be

invited to speak, teach or minister at a meeting held by the **CHURCH** without the Pastor-President's approval. He shall be designated attorney-in-fact for the **CHURCH** by virtue of his office. The Pastor-President shall have the authority to appoint and approve any assistants that would be reasonably necessary to carry on the work of the Lord properly.

4. **Death of Pastor:**

A. **Payments to Pastor's Surviving Spouse.** In the event of the **PASTOR'S** death, if **PASTOR** is survived by his spouse, Delories Jenkins, a monthly sum equivalent to the **PASTOR'S** monthly salary and housing allowance, which will become salary at the time of his death shall be paid to Mrs. Delories Jenkins for the remainder of her life, even if she leaves the church. The terms of this **AGREEMENT** regarding Payment to Pastor's Surviving Spouse will become null and void if Mrs. Delories Jenkins remarry.

B. **Selection of Successor Pastor.** In the event of the **PASTOR'S** death, Elder Wayne Penn will take over as

acting Pastor, Elder Jimmy Townsend as acting Assistant Pastor and Elder Daryl Johnson will oversee until a suitable person is selected, based on the provision and clear expression of Pastor Elder Edward Jenkins that

Elder Daryl Johnson is qualified to maintain and add to the vision that God has given Pastor Jenkins regarding the **CHURCH** and its direction, management, leadership and ministry. In the event that Elder Wayne Penn and Elder Jimmie Townsend is no longer members of the **CHURCH**, the aforementioned provisions regarding acting pastor and acting assistant pastor will become null and void. Elder Darryl Johnson will oversee the **CHURCH** until a suitable person is selected. Mrs. Delories Jenkins will have the controlling voice of the **CHURCH** in selecting a permanent pastor, with the cooperation of Elder Darryl Johnson, after the death of **PASTOR**, based on the **CHURCH'S** agreement that Mrs. Delories Jenkins would know better than any other person living what Pastor Edward Jenkins would expect and require of his successor. For these purposes, the term

“controlling voice” means a successor pastor to Pastor Elder Edward Jenkins will not be selected without the affirmative consent of Mrs. Delories Jenkins.

5. **Disability of Pastor.** In the event that the PASTOR is totally disabled, mentally and physically, and that such disability will be permanent and continuous during the remainder of his life, PASTOR Elder Edward Jenkins will be paid Housing Allowance and salary. Mrs. Delories Jenkins is authorized to speak on the Pastor’s behalf regarding Pastor’s wishes, expectations, and concerns relative to the operation of the Church.

6. **Miscellaneous Provisions.**

- A. **Enforceability.** In case any term, phrase, clause, paragraph, restriction, covenant or agreement contained in this AGREEMENT shall be invalid or unenforceable, the same shall be deemed, and it is hereby agreed that the same are meant to be, several, and any such invalidity or unenforceability shall not defeat or impair the remaining provisions hereof.

B. **Binding Effect.** The provisions of this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their personal legal representatives, heirs, successors and assigns.

C. **Prior Agreements.** Any and all prior agreements with respect to the employment of PASTOR by the CHURCH are hereby revoked, and this AGREEMENT is, and is intended by the parties to be, an integration of any and all prior agreements or understanding, oral or written, with respect to the employment of PASTOR by the CHURCH.

D. **Amendment to Agreement.** PASTOR and CHURCH agree that this AGREEMENT may be amended, from time to time, by action of the parties hereto, until the event of either PASTOR'S death or total disability. In the event of Pastor's death or total disability Mrs. Delories Jenkins will become a permanent member of the Board of Directors. It is also, agreed that in the event of PASTOR'S death or total disability, this AGREEMENT shall become irrevocable.

IN WITNESS WHEREOF, CHURCH and PASTOR have
set their hands the day and year first above written.

REFUGE TEMPLE CHURCH OF GOD IN CHRIST

Elder Edward Jenkins
Elder Edward Jenkins, Director

Connie Bowman
Connie Bowman, Director

Daniel Webster Ward, Jr.
Daniel Webster Ward, Jr., Director

CHURCH

PASTOR ELDER EDWARD JENKINS

Elder Edward Jenkins
Elder Edward Jenkins

PASTOR



BYLAWS OF
REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC.

ARTICLE ONE

OFFICES

The principal office of the Corporation, hereinafter referred to as the "Church", shall be located at the address set forth in the Articles of Incorporation. The Church may have such other offices, either within or without the State of Incorporation, as the Board of Directors may determine from time to time.

ARTICLE TWO

TENETS OF FAITH AND DOCTRINE

The Church accepts the Scriptures as the revealed Will of God, the all sufficient rule of faith and practice, and for the purpose of maintaining general unity, adopts these Statements of Fundamental Truths and Doctrine.

Section 1. The Scriptures Inspired. The Bible is the inspired Word of God, a revelation from God to man, the infallible rule of faith and conduct, and is superior to conscience and reason, but not contrary to reason.

(2 Tim. 3:15-17; 1 Peter 1:23-25; Heb. 4:12)

Section 2. The One True Godhead. The triune Godhead is comprised of three (3) separate and distinct personalities, The Father, The Son, and The Holy Spirit, who are eternally self-existent, self-revealed and function as one entity. Jesus Christ, who is God manifested in the flesh, is the second member of the Godhead, co-equal and co-eternal with The Father and The Holy Spirit.

Section 3. Man, His Fall and Redemption. Man was created good and upright, for God said, "Let us make man in Our image, after Our likeness". But, man, by voluntary transgression, fell and his only hope of redemption is in Jesus Christ the Son of God (Genesis 1:26-31, 3:1-7; Romans 5:12-21).

Section 4. The Salvation of Man.

(a) Man's only hope of redemption is through the shed blood of Jesus Christ. On the cross Jesus Christ became sin and sickness providing both salvation and divine healing for all mankind (Psalm 103:3), being justified freely by His Grace through the redemption that is in Christ Jesus. For by grace we are saved through faith. "The word is near you, in your mouth and in your heart--that is, the word of

faith which we are preaching, that if you confess with your mouth Jesus as Lord, and believe in your heart that God raised Him from the dead, you shall be saved; for with the heart man believes, resulting in righteousness, and with the mouth he confesses, resulting in salvation" (Romans 3:24; Ephesians 2:8; Romans 10:8-10).

(b) The evidence of Salvation. The inward evidence to the believer of his salvation, is the direct witness of the Spirit (Romans 8:16). The outward evidence to all men is a life of righteousness and true holiness. "And this is His commandment, that we believe in the name of His Son Jesus Christ, and love one another, just as He commanded us" (1 John 3:23).

(c) Faith and Works. Salvation is by faith in Jesus Christ and not by human works; however, our works will determine the rewards in eternity (Romans 10:9-1 and II Cor. 5:10).

Section 5. Baptism in Water. The ordinance of baptism by a burial with Christ should be observed as commanded in the Scriptures by all who have really repented and in their hearts have truly believed on Christ as Savior and Lord. In so doing, they declare to the world that they have died with Jesus and that they have also been raised with Him to walk in newness of life. (Matt. 28:19; Acts 10:47, 48; Romans 6:4).

Section 6. The Lord's Supper. "And when He had given thanks, He broke it, and said, 'This is my body which is for you. Do this in remembrance of me.' In the same way also the cup, after supper, saying, 'This cup is the new covenant in my blood, Do this, as often as you drink it, in remembrance of me.' Let a man examine himself, and so eat of the bread and drink of the cup" (1 Cor. 11:24; 25, 28).

Section 7. Feet Washing. Feet washing is practiced and recognized as an ordinance in the Church because Christ, by his example, showed that humility characterized greatness in the Kingdom of God, and service, render to others gave evidence that humility, motivated by love, exists. These services practiced subsequent to the Lord's supper. (Luke 7:36-50; John 13:1-17; and 1 Timothy 5-10).

Section 8. The Promise of the Father. All believers are entitled to, and should ardently expect and earnestly seek, the promise of the Father, the Baptism in the Holy Ghost and Fire, according to the command of our Lord Jesus Christ. This was the normal experience of all in the early Christian church. With it comes the endowment of power for life and service, the bestowment of the gifts and their uses in the work of the ministry. (Luke 24:49; Acts 1:4-8; 1 Cor. 12:1-31). This

wonderful experience is distinct from and subsequent to the experience of the new birth (Acts 2:38; 10:44-46; 11:14-16; 15:7-9).

Section 9. The Evidence of the Baptism in the Holy Spirit. The full consummation of the Baptism of believers in the Holy Spirit is evidenced by the initial physical sign of speaking with other tongues as the Spirit gives utterance, and by the subsequent manifestation of spiritual power in public testimony and service (Acts 2:4; 10:44-46; 19:2, 6; 1:8).

Section 10. The Church. The church is the body of Christ, the habitation of God through the Spirit, with divine appointments for the fulfillment of her great commission. Each believer, born of the Spirit, is an integral part of the general assembly and church of the first born, which are written in Heaven (Ephesians 1:22; 2:19-22; Hebrews 12:23).

Section 11. Total Prosperity.

- (a) Spiritual. John 3:3, 11; II Cor. 5:17-21; Romans 10:9-10.
- (b) Mental. II Tim. 1:7; Romans 12:2; Isaiah 26:3.
- (c) Physical. Isaiah 53:4, 5; Matt. 8:17; I Peter 2:24.
- (d) Financial. III John 1:2; Malachi 3:10-11; Luke 6:38; II Cor. 9:6-10; Deut. 28:1-14.
- (e) Social. Proverbs 3:4.

Section 12. Blessed Hope. Jesus is coming again to gather all His Saints to Heaven (I Cor. 15:51-52; I Thess. 4:16-17; and II Thess. 2:1).

Section 13. The Lake of Fire. Those who have not accepted the redemptive work of Jesus Christ will suffer eternal separation from the Godhead. The devil and his angels, the beast and the false prophet, and anyone whose name was not found written in the book of life, shall be consigned to everlasting punishment in the lake of fire which burns with brimstone. This is the second death, the lake of fire (Rev. 19:20; 20:10-15).

Section 14. The Millennial Reign of Jesus. The return of our Lord Jesus Christ with His Saints from Heaven to rule and reign for one thousand years on earth as the Scriptures promised (Romans 11:25, 27; 2 Thess. 1:7; Rev. 19:11-16; 20:1-7). After this, there shall be a new heaven and a new earth (Rev. 21).

ARTICLE THREE

MEMBERSHIP

Section 1. Classes of Members. The membership of the Church shall be two (2) classes of membership: members of the congregation (nonvoting, except as provided in ARTICLE FIVE) and Board of Directors members (voting).

Section 2. Requirements of Members. Any person declaring their new birth in Christ and who lives a consistent Christian life and worships at the Church on a regular basis for at least a three (3) month continuous period, supports the Church financially, and subscribes to the Tenets of Faith as defined by these Bylaws may be considered for Church membership.

* **Section 3. Election of Members of the Congregation.** Any person interested in becoming a member of the congregation of the Church shall submit written and signed application, on a form approved by the Board of Directors, to the secretary of the Church. Each application shall be considered by the Board of Directors at its regular meeting or at any special meeting of the Board, and either approved, disapproved or tabled. Applicants whose applications are so approved shall become active members of the congregation of the Church.

Any applicant shall give clear evidence of their new birth in Christ, live a consistent Christian life and worship at the Church on a regular basis for at least a three (3) month continuous period, support the Church financially, and subscribe to the Tenets of Faith as defined by these Bylaws.

Section 4. Resignation. Any member of the congregation may resign by filing a written resignation with the secretary.

Section 5. Regular Religious Services. The member of the congregation shall meet for regular religious services. The day of the week and time for each regular religious service shall be established by the Board of Directors subject to the approval of the pastor.

Section 6. Schools and Seminars. Instruction in the Word of God shall be provided at schools and seminars for members and non-members of the congregation. Private Christian education for the body may also be provided.

Section 7. Code of Discipline.

(a) **Cooperative Action.** The members of the congregation of the Church shall give consent to its forms of government, together with the past policies, and to the policy of fundamental unity and agreement, alike in doctrine, conduct and action, and shall conform to the Scriptural injunctions that there be no division in the body. They shall be subject to the pastor as the Word of God plainly teaches, that the principles of Christian fellowship may be kept inviolate and perpetuated, recognizing its fundamental importance.

(b) **Attitude Toward Strife.** Inasmuch as no Christian institution can comply with the plain teaching of Scripture unless unity and harmony predominate within its circle, no member of the congregation may use means to incite or engender strife, but shall work in harmony with the other members of the

congregation, the Board of Directors and the Church's officers, as did the early church (Acts 2:42). If there is cause for dissatisfaction, it shall be called to the attention of the pastor or another member of the Board of Directors. At their discretion, necessary adjustments shall be made (Acts 6:1-7; Matt. 18:15-18).

(c) Financial Support. All members of the congregation shall be expected to support the programs and needs of the Church in proportion as the Lord shall prosper them (Mal. 3:10; I Cor. 16:1, 2; II Cor. 9:6-9), thereby acknowledging that any institution can stand or be of full service only in proportion as all of the members of the congregation accept their responsibility of maintaining it.

(d) Discipline. The responsibility of administering discipline in the Church is that of the pastor. Some grounds for exercising discipline, suspension of or expulsion from membership in the congregation are as follows:

(1) Any member of the congregation who shall without reasonable cause willfully absent himself from the regular services for a period of three (3) consecutive months, shall be temporarily removed from active membership in the congregation.

(2) Unscriptural conduct, failure to maintain membership requirements, or doctrinal departure from the tenets of faith, shall be considered sufficient grounds upon which any person may be disqualified as

a member. Such discipline shall be prayerfully administered according to Scriptures by the pastor. (Matt. 18:15-17; Rom. 16:17; 1 Cor. 5:9-13; 2 Thess. 3:6).

(3) The Board of Directors shall be empowered to place on the inactive list those who have disqualified themselves as provided for in these Bylaws. The Board of Directors shall also have the authority to restore to active membership in the congregation those, who in the opinion of the Board of Directors are not at fault and those who, although at fault, have through repentance requalified for membership in the congregation.

(4) The Board of Directors shall recognize its duty to interview and encourage a proper attitude on the part of those who have been placed on the inactive list. It shall proceed carefully to press for final decision in each case. The decision of the pastor shall be final.

ARTICLE FOUR

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Church shall be managed by the Board of Directors whose members shall have a fiduciary obligation to the Church.

Section 2. Number, Term and Qualifications. The number of Directors shall be no less than three (3) and shall have no maximum number. The term of membership shall be for a one (1) year period, except for the Pastor-President [see ARTICLE FIVE, Section 6.(a)]. Those set forth in the Articles of Incorporation

shall comprise the original Board of Directors. Any member of the Board of Directors must also be a member of the congregation of the Church. The pastor shall always have the final decision regardless of the number of votes.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held each year. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the Church in the absence of any designation in the resolution.

Section 4. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of any two (2) Directors, and shall be held at the principal office of the Church or at such other place as the Directors may determine. Any special meetings shall be first approved by the pastor.

Section 5. Notice. Notice of the annual, regular or any special meeting of the Board of Directors shall be given by oral notice to each Director. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6. Action by Unanimous Written Consent Without Meeting. Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous vote of the Directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the Directors to so act, and such statement shall be prima facie evidence of such authority.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Board Decisions. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Vacancies, Additions, Elections and Removal. Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Pastor with the advice and consent of a majority of the present Board of Directors. Directors shall be removed by the Pastor-President. In the event all Director positions shall become vacant, the Board of Elders shall act as Interim Board of Directors until the vacancies are filled.

Section 10. Compensation. Directors as such shall not receive any salaries for their services.

ARTICLE FIVE

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a pastor-president, a secretary, a treasurer, one or more vice-presidents and such other officers as may be elected in accordance with the provisions of this Article. The pastor may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the pastor. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the Church shall be appointed annually by the Board of Directors at the regular meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualified.

Section 3. Removal. Any officer, with the exception of the pastor-president, elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Church would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed with the approval of the pastor.

Section 4. Vacancies. A vacancy in any office, except that of pastor-president, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Pastor for the unexpired portion of the term. In the event the vacant position being filled is that of the Pastor, the Board shall fill said position pursuant to Section 5 of this Article.

Section 5. Resignation, Removal.

(a) Resignation. In the event the Pastor should voluntarily choose to leave, he shall designate his successor. Any charge against the pastor must be by at least three members, and shall be presented to the District Superintendent, or if there be no District Superintendent then to the presiding bishop of the jurisdiction or such other designated ecclesiastical official, who shall have the power to investigate, mediate, and/or make a determination that the charge has no merit. If the said official shall determine that the charge has no merit, the matter shall be closed. If the said official fails to act within a reasonable time, or within twenty days after he/she shall have made a determination other than that the charge has no merit, the members making the charge may appeal to the next higher ecclesiastical official to receive the charges, conduct an investigation and/or trial, and generally take further action in the matter in accordance with the procedures established by the denomination or ecclesiastical governing body with which the Church is affiliated.

If a spiritual officer other than the pastor be charged hereunder, the pastor shall receive said charge and shall appoint an appropriate committee of three to investigate said charge, and may suspend said officer pending the outcome of the matter. By a vote of two out of three, the investigating committee shall (a) find the charges to be without substance, where upon the pastor shall dismiss said charges

and restore the officer, if suspended, terminating all further proceedings with respect thereto, or (b) find that the charges have substance, whereupon the persons charged shall have the choice of being tried before the Board of Trustees or the entire Church membership, at a special meeting called and held for that purpose.

Any person charged hereunder may resign at any stage of the proceeding without admitting guilt, and there shall be no stigma attached to such a resignation. A person charged hereunder who admits guilt and asks forgiveness, may be continued in office in the discretion of the pastor, or if it be the pastor who is charged in the sole discretion of the denomination official set forth in Section 2 of this Article, upon such terms and conditions as may be prescribed by the pastor if applicable, the denomination official.

Section 6. Powers of Officers.

(a) The Pastor-President: The Church finds its headship under the Lord Jesus Christ, in its Pastor. The Pastor-President shall be the chief executive officer of the Church. He shall be a continuing member of the Board of Directors. He shall have general management of the business of the Church and general supervision of the other officers. He shall preside at all meetings of the Board of Directors and see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Board to delegate to any other officer or officers

of the Church any specific powers, other than those that may be conferred only upon the Pastor-President. He shall execute in the name of the Church all deeds, bonds, mortgages, contracts and other documents authorized by the Board of Directors. he shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president or a corporation.

No person shall be invited to speak, teach or minister in the Church without his approval. He shall be designated attorney-in-fact for the Church by virtue of his office. He shall have the authority to appoint and approve any assistants that would be necessary to properly carry out the work of the Lord.

(b) The Associate Pastor-Vice President: An associate pastor-vice president shall perform the duties and exercise the powers of the pastor-president in case of his temporary absence from the office of the Church, and shall perform such other duties as may from time to time be granted or imposed by the Board of Directors. He shall serve as an ex-officio member of the Board of Advisors; however, in the event of serving as interim pastor-president, he shall be a voting member of the Board of Advisors.

(c) The Secretary: The secretary shall attend all sessions of the Board held at the office of the Church and act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall perform like duties for the executive and standing committees when required. He shall give, or cause to be given, notice of meetings of the Board of Directors when notice is required to be given under these Bylaws or by any resolution of the Board. He shall have custody of the seal and authority to execute all authorized documents requiring a seal. He shall keep the membership rolls of the Church, and in general perform the duties usually incident to the office of secretary, and such further duties as shall from time to time be prescribed by the Board of Directors or the pastor-president.

(d) The Treasurer: The treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to the Church, and shall deposit all moneys and other valuable effects in the name and to the credit of the Church in such banks and depositories as may be designated by the Board of Directors, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He shall disburse the funds of the Church as may be ordered by the Board and shall render to the pastor-president and Directors at the regular meeting of the Board, and whenever they may require, accounts of all his transactions as treasurer and of the financial condition of the

Church. He shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Directors or by the pastor-president.

(e) **Delegating Powers to Other Officers:** In case of the absence of any officer of the Church, or for any other reason that may seem sufficient to the Board, the Board of Directors may delegate his duties and powers from the time being to any other officer, or to any Director.

ARTICLE SIX

MINISTERS

Section 1. Ordination and Licensing. The Board of Directors may ordain and/or license a person as minister of the Gospel after first examining the applicant's background, moral and religious character, and what previous Bible course and/or independent study applicant has received. Final determination shall be within the absolute discretion of the Board of Directors.

Section 2. Limitation. The Board of Directors may, in the discretion of the Board, limit any licensee or ordainee to an area of special emphasis. The following areas are (although not intended to be inclusive) recognized by the Board of Directors:

- (a) Music;
- (b) Youth;
- (c) Christian education; and
- (d) Outreach ministry.

ARTICLE SEVEN

INDEMNIFICATION, INSURANCE AND LIABILITY

INDEMNIFICATION OF CHURCH PASTOR, OFFICERS,

DIRECTORS AND OTHER PERSONS

Section 1. The Church shall advance necessary funds or indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Church) by reason of the fact that the person is or was the Church's pastor, a Director or officer of the Church, or is or was serving at the request of the Church as a Director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Church, and, with respect to any

criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. The Church shall advance funds or indemnify any person who is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Church to procure a judgment in its favor by reason of the fact that he is or was a pastor, Director or officer of the Church, or is or was serving at the request of the Church as a Director, officer or representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Church.

Section 3. Indemnification under Sections 1 and 2 of this Article shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court of competent jurisdiction to have constituted willful misconduct or recklessness.

Section 4. Expenses incurred in defending a civil or criminal action, suit or proceeding of the kind described in Sections 1 and 2 of this Article shall be paid by the Church in advance of the final disposition of such action, suit or proceeding upon

receipt of an undertaking, by or on behalf of the person who may be entitled to indemnification under those Sections, to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Church.

Section 5. The Church may, at the discretion of and to the extent and for such persons as determined by the Board of Directors of the Church, (i) indemnify any person who neither is nor was the Church's pastor, a Director or officer of the Church but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Church), by reason of the fact that the person is or was a representative of the Church, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding; and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Church.

Section 6. Any right to indemnification provided in this Article shall continue as to a person who has ceased to be a pastor, Director or officer of the Church and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Nothing herein contained shall be construed as limiting the power

or obligation of the Church to indemnify any person in accordance with applicable state law provisions as amended from time-to-time or in accordance with any similar law adopted in lieu thereof.

Section 8. The Church shall also indemnify any person against expenses (including attorneys fees), actually and reasonably incurred by him in enforcing any right to indemnification under this Article, under the Church's state nonprofit corporation law as amended from time-to-time or under any similar law adopted in lieu thereof.

Section 9. Any person who shall serve as the Church's Pastor/President, a Director, officer, employee or agent of the Church or who shall serve at the request of the Church, as a Director, officer, employee or agent of another corporation, joint partnership, joint venture trust or other enterprise shall be deemed to do so with knowledge of and in reliance upon the rights of indemnification provided in this Article, under applicable state law indemnification provisions as amended from time-to-time and in or under any similar law adopted in lieu thereof.

ARTICLE EIGHT

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Church, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Church, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Church shall be signed by such officer or officers, agent or agents of the Church, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments may be signed by either the treasurer or the Pastor of the Church.

Section 3. Deposits. All funds of the Church shall be deposited from time to time to the credit of the Church in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Church any contribution, gift, bequest or devise for any purpose of the Church (Mal. 3:10; Luke 6:38; I Cor. 16:1; and II Cor. 9:6-8).

ARTICLE NINE

BOOKS AND RECORDS

The Church shall keep correct and complete books and records of account and ~~shall also keep minutes of the proceedings of its members, Board of Directors,~~ committees having and exercising any of the authority of the Board of Directors, and any other committee, and shall keep at the principal office a record giving the names and addresses of the Board of Directors members entitled to vote. All books and records of the Church may be inspected by any member, or his agent for any proper purpose at any reasonable time.

ARTICLE TEN

FISCAL YEAR

The fiscal year of the Church shall be the calendar year.

ARTICLE ELEVEN

DISSOLUTION

Section 1. Upon the dissolution of the Church, the Board of Directors shall, after the payment of all the liabilities of the Church, dispose of all of the assets of the Church exclusively for the purposes of the Church in such manner, or to such organization or organizations organized and operated exclusively for the purposes of the Church in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall qualify as an exempt corporation or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or of the corresponding provisions of any future United States Revenue Law) as the Board of Directors shall determine.

Section 2. No part of the net earnings of the Church shall inure to the benefit of, or be distributable to, its members, officers, Directors, or any person except that the Church shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments in the furtherance of the Church.

Notwithstanding any other provisions of the Articles of Incorporation or these Bylaws of the Church, the Church shall not carry on any activity not permitted to be carried on (a) by a corporation exempt from Federal Income Tax, under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or by the corresponding section of any future Revenue Code of the United States of America) or (b) by a corporation, contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future United States Revenue Law).

ARTICLE TWELVE

SEAL

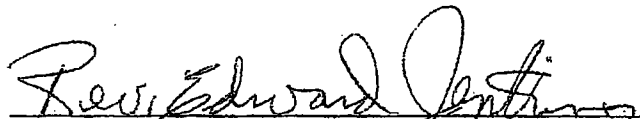
The Board of Directors shall provide a corporate seal, which shall be as set forth below.

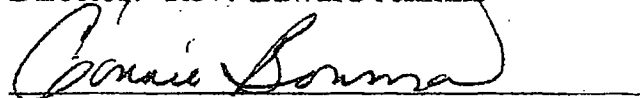
ARTICLE THIRTEEN

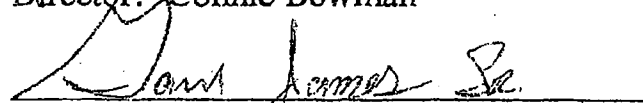
AMENDMENT OF BYLAWS

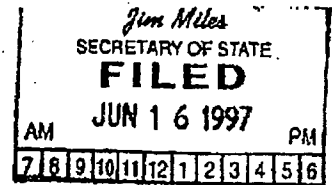
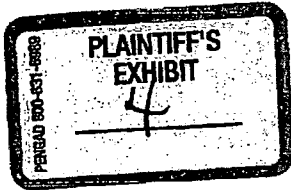
The Articles of Incorporation and these Bylaws may be altered, amended, or
~~repeated, and new bylaws may be adopted by a two-thirds (2/3) majority vote of the~~
Board of Directors of the Church at any regular or special combined meeting of the
Board of Directors. At least fourteen (14) days written advance notice of a meeting
called for the purpose of altering, amending or repealing the Church's Bylaws or
Articles of Incorporation shall be given to each member of the Board of Directors.

Adopted by full Board of Directors this 30 day of June, 1997.


Director: Rev. Edward Jenkins


Director: Connie Bowman


Director: Gary James, Sr.



ARTICLES OF INCORPORATION
OF
REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC.
(A South Carolina Nonprofit Corporation)

The undersigned, acting as Incorporator of a corporation, adopts the following Articles of Incorporation for such corporation.

ARTICLE I

CORPORATE NAME

The name of the nonprofit corporation is **REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC.**

ARTICLE II

DURATION

The period of duration of the Corporation is perpetual, unless dissolved according to law. Corporate existence shall commence upon the filing of these Articles of Incorporation.

ARTICLE III

CORPORATE PURPOSES; POWERS

1. The purposes for which the Corporation is organized and operated are exclusively religious, charitable, scientific, literary and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law. Such purposes shall include the following:

- (a) Religious purposes, including teaching and preaching the uncompromised Word of God, reaching lost souls, feeding the poor and hungry, healing the broken hearted and sick, and training, disciplining and teaching new converts.

- (b) Conducting a local Church by the direction of the Lord Jesus Christ and under the leadership of the Holy Spirit in accordance with all of the Commandments and provisions as set forth in the Holy Bible, the irrevocable Word of God. Pursuant thereto, the following activities and guidelines shall be established.
 - (i) A recognized Creed, Code of Doctrine, discipline and form of worship.
 - (ii) An ecclesiastical form of government.
 - (iii) An organization of ministers to minister to the congregation of the Church.
 - (iv) A Church membership based upon acceptance of a recognized creed and belief and support of the Church.
 - (v) Various religious services pursuant to the recognized Creed, form of worship, code of doctrine and discipline of the Church.
 - (vi) Schools for religious and educational instruction to the young and to the old.
- (c) Minister the Word of God to the faithful.
- (d) Promote and encourage, through the ministry of the organization, cooperation with other organizations, ministering within the community.
- (e) Acquire and hold such property, either real or personal, for Church purposes, as may be necessary for its membership and the worship of God.

2. As a means of accomplishing the above purposes and methods, the Corporation shall have the following powers:

- (a) To receive and accept gifts of money and property and to hold the same for any of the purposes of the Corporation and its work.
- (b) To raise and assist in raising funds for the purposes herein set forth.
- (c) To acquire, own, lease, mortgage and dispose of property, both real and personal.
- (d) To accept property and donations in trust for religious or charitable purposes.
- (e) To acquire, hold, own, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock, bonds, obligations or other securities of other corporations, domestic, or foreign, as investments or otherwise, in carrying out any of the purposes of the Corporation and, while the owner thereof, to exercise all rights, powers and privileges of ownership, including the power to vote thereon.

3. In the conduct of the affairs of the Corporation:

- (a) The property of the Corporation is irrevocably dedicated to religious, educational and charitable purposes, and no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to it and to make payments and distributions in furtherance of the purposes set forth in this Article.
- (b) No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of

any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable federal, state or local laws.

(c) The Corporation shall not:

- (i) operate for the purpose of carrying on a trade or business for profit;
- (ii) accumulate income, invest income, or divert income, in a manner endangering its exempt status; or
- (iii) except to an insubstantial degree, engage in any activity or exercise any powers that are not in furtherance of the purposes of the Corporation.

(d) The Corporation's operations are to be conducted principally in the United States of America; the Corporation also may conduct operations in foreign countries, subject, however, to the laws of the State of South Carolina.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The initial street address and mailing address of the principal office of the Corporation is: 2501 Harlem Street, Columbia, SC 29209.

The initial registered agent and office of the nonprofit corporation is: Gary James, Sr., 118 Glen Green Drive, Columbia, SC 29203.

ARTICLE V

MANAGEMENT OF CORPORATE AFFAIRS

The powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction

of, a Board of Directors which shall have three (3) directors initially. The number of directors may be increased or decreased from time to time by a majority of the directors, but at no time shall there be fewer than three (3) directors of the Corporation. Contributions, donations, payment of tithes or other forms of offerings by members of the Corporation's church congregation shall not entitle any congregant to a vote on the Corporation's Board of Directors or membership status as a director.

ARTICLE VI

INITIAL DIRECTORS

The manner in which the Directors of the Corporation shall be elected or appointed shall be governed by the provisions of the Bylaws of the Corporation. The names and street addresses of the initial directors of the Corporation are:

<u>Name</u>	<u>Street Address</u>
Rev. Edward Jenkins	401 Wildwood Avenue Columbia, SC 29203
Connie Bowman	401 Wildwood Avenue Columbia, SC 29203
Gary James, Sr.	118 Glen Green Drive Columbia, SC 29203

ARTICLE VII

CORPORATE NATURE

This Corporation is a religious corporation organized under a non-stock basis pursuant to South Carolina nonprofit law.

ARTICLE VIII

MEMBERS

The Corporation will not have members and shall be governed exclusively by its Board of Directors.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation may be adopted by a majority of the directors in the manner set forth in the Bylaws of the Corporation.

ARTICLE X

INCORPORATOR

The name and address of the Incorporator is:

Rev. Edward Jenkins
401 Wildwood Avenue
Columbia, SC 29203

ARTICLE XI

MISCELLANEOUS

1. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on:

- (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) or,
- (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

2. In the event of the dissolution of the Corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all of the business, property and assets of the Corporation shall go and be distributed to a nonprofit corporation qualifying as an organization exempt under the provisions of Section

501(c)(3) of the Internal Revenue Code of 1986, as amended, or any superseding statute thereof, and as an organization qualifying as a public charity under the provisions of Section 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended, or any superseding statute thereof, as the Directors of the Corporation may select and designate; and in no event shall any of said assets or property, in the event of dissolution thereof, go or be distributed or contributed by such directors, for any other such purpose. Any of such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII

DENOMINATIONAL AFFILIATION

It is intended that Refuge Temple Church of God in Christ, Inc., as an incorporated Church, shall currently be affiliated with, and adhere generally to the doctrine and dogma of, the Church of God in Christ denomination which has its headquarters in Memphis, Tennessee. It is further intended that by virtue of the aforesaid relationship, the exempt purposes, not-for-profit operation, and restrictions as to distribution of corporate assets, as all of the foregoing are set forth in the Church of God in Christ denominational application for a Group Exemption under Section 501(c)(3) of the Internal Revenue Code, shall be applicable to and binding on the local assembly of Refuge Temple Church of God, Inc. However, this incorporated assembly is not, and shall not become, a "Local Church" as defined or described in the Constitution, Bylaws and Manual of the aforesaid Church of God in Christ denomination. Thus neither the denominational organization nor any of its subdivisions or officials shall have any power, control, or authority over the assets, property or business affairs of this incorporated Church assembly. But the Board of Directors and Pastor hereof shall at all times administer and control the assets, property and business affairs of this incorporated Church solely in accordance with (a) this Certificate of Incorporation; (b) the directions of a majority of the Board of Directors hereof; (c) the constitution, bylaws, rules or regulations which may be established by said board, provided same are not in conflict with this Certificate of

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Incorporation, Nonprofit Corporation**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC.,

a nonprofit corporation duly organized under the laws of the state of South Carolina on **June 16th, 1997**, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose.

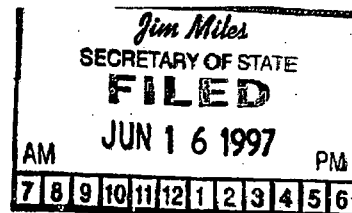
Now, therefore, I Jim Miles, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal of
the State of South Carolina this 17th day of
June, 1997.

A handwritten signature of Jim Miles in dark ink, written over a horizontal line.

Jim Miles, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE
JUN 16 1997
SECRETARY OF STATE OF SOUTH CAROLINA



ARTICLES OF INCORPORATION OF

REFUGE TEMPLE CHURCH OF GOD IN CHRIST, INC.

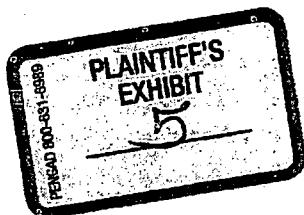
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2. As a means of accomplishing the above purposes and methods, the Corporation shall have the following powers:

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- (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

2. In the event of the dissolution of the Corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all of the business, property and assets of the Corporation shall go and be distributed to a nonprofit corporation qualifying as an organization exempt under the provisions of Section

501(c)(3) of the Internal Revenue Code of 1986, as amended, or any superseding statute thereof, and as an organization qualifying as a public charity under the provisions of Section 509(a)(1) or 509(a)(2) of the Internal Revenue Code of 1986, as amended, or any superseding statute thereof, as the Directors of the Corporation may select and designate; and in no event shall any of said assets or property, in the event of dissolution thereof, go or be distributed or contributed by such directors, for any other such purpose. Any of such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII

DENOMINATIONAL AFFILIATION

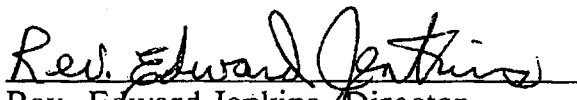
It is intended that Refuge Temple Church of God in Christ, Inc., as an incorporated Church, shall currently be affiliated with, and adhere generally to the doctrine and dogma of, the Church of God in Christ denomination which has its headquarters in Memphis, Tennessee. It is further intended that by virtue of the aforesaid relationship, the exempt purposes, not-for-profit operation, and restrictions as to distribution of corporate assets, as all of the foregoing are set forth in the Church of God in Christ denominational application for a Group Exemption under Section 501(c)(3) of the Internal Revenue Code, shall be applicable to and binding on the local assembly of Refuge Temple Church of God, Inc. However, this incorporated assembly is not, and shall not become, a "Local Church" as defined or described in the Constitution, Bylaws and Manual of the aforesaid Church of God in Christ denomination. Thus neither the denominational organization nor any of its subdivisions or officials shall have any power, control, or authority over the assets, property or business affairs of this incorporated Church assembly. But the Board of Directors and Pastor hereof shall at all times administer and control the assets, property and business affairs of this incorporated Church solely in accordance with (a) this Certificate of Incorporation; (b) the directions of a majority of the Board of Directors hereof; (c) the constitution, bylaws, rules or regulations which may be established by said board, provided same are not in conflict with this Certificate of

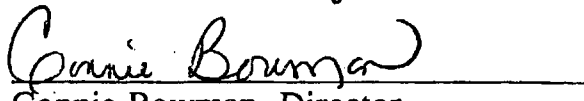
Incorporation; (d) the laws of the State of South Carolina; and (e) the limitations/restrictions of Section 501(c)(3) of the Internal Revenue Code. The affiliation with the Church of God in Christ denomination, and any other denominational affiliation, is and/or shall be designed primarily to provide spiritual fellowship, unity of religious doctrine and practice, and continuity of the ministries and Pastoral leadership of this local assembly. [Any denominational affiliation shall at all times be voluntary, and may be terminated by the vote of a two-thirds majority of a duly called and constituted meeting of the members of the Board of Directors.

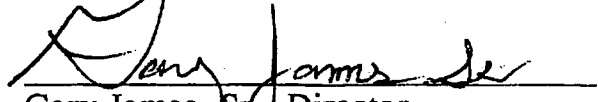
Dated this 6th day of June, 1997.

IN WITNESS WHEREOF, the undersigned Directors have executed this Articles of Incorporation.

DIRECTORS:

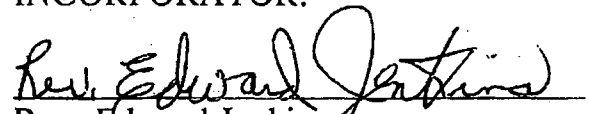

Rev. Edward Jenkins, Director

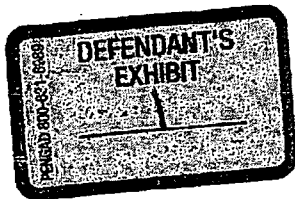

Connie Bowman, Director


Gary James, Sr. Director

IN WITNESS WHEREOF, the undersigned Incorporator has executed this Articles of Incorporation.

INCORPORATOR:


Rev. Edward Jenkins



MozziniJustice

112 Shallowford Road
Chattanooga, TN 37404-1825

Telephone 423.622.9065
Toll Free 866.678.0656
Facsimile 423.622.5507
accounting@MozziniJustice.com

April 4, 2005

Wayne Penn
Refuge Temple COGIC
2328 Atlas Road
Columbia, SC 29209

Dear Pastor Penn:

Congratulations on your appointment as Pastor of Refuge Temple Church of God in Christ. I look forward to working with you now and in the years to come.

Annette Baxter informed me of a few issues you need help with. First, your compensation package. As interim pastor, you received \$800.00 per month; now you and the Church will need to decide what your total compensation package as Pastor will be. Your compensation package should include wages, housing allowance, health insurance, etc. Then you should decide how much of that total you will claim as housing allowance, by determining by what you expect to spend over the upcoming year. Let me know when you and the Church have agreed upon a total for you, and then I will help you determine the appropriate ways to split the package. A review of your personal tax situation may be appropriate at that time.

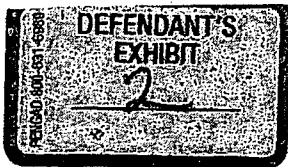
Second, Delores Jenkins has been receiving a housing allowance and salary. This is not quite legitimate, considering that she does not perform services for the Church and is not a Minister. If the Church wishes to bless her for all of her and her late husband's work over the years for the Church, we should consider giving her a retirement package. It is my understanding that she has been receiving \$600.00 per month for salary and \$1,400.00 per month for housing allowance. If the Church wants to continue paying this amount to her, we simply need to reclassify this income as a retirement plan. I can handle all of the paperwork for this.

Finally, Annette informed me that you might be interested in a compliance audit. Since you are a current client, I could travel to your location and review all of your in-house accounting procedures, board meeting minutes, income tracking, cash handling procedures, etc. I would anticipate a day and a half would do. The cost would be \$2,500.00 plus travel expenses. Please call me at anytime to discuss this issue.

If you have any further questions, please don't hesitate to contact me.

Sincerely,

Jesse Mozzini
Jesse Mozzini, E.A.
MozziniJustice, Inc.



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2011-CP-40-1320

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

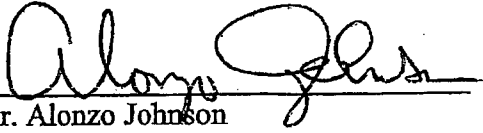
AFFIDAVIT OF DR. ALONZO JOHNSON

PERSONALLY APPEARED BEFORE ME, the undersigned Dr. Alonzo Johnson,
who after being duly sworn, deposes and says:

1. My name is Dr. Alonzo Johnson.
2. I am above 18 years of age.
3. I am the Superintendent of Capital District for the Church of God in Christ, and
Administrative Assistant to the Bishop for the Churches of God in Christ in South Carolina. In
this capacity I am familiar with the official documents of the Churches of God in Christ and can
attest to their authenticity.
4. I make this affidavit based on my knowledge and observations.
5. The attached represents a true and accurate copy of relevant pages from the
Official Manual of the Churches of God in Christ. This document supersedes any action or
provision in the Church bylaws inconsistent with it.
6. Refuge Temple Church of God in Christ, Inc. has been issued a Certificate of
Membership and is a local church in good standing and fellowship with the Church of God in
Christ.

ROA000154

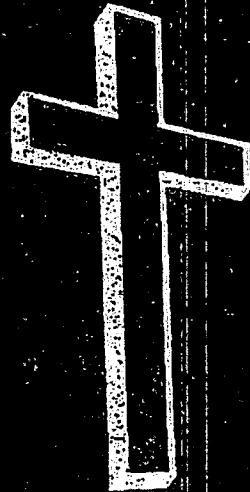
FURTHER AFFIANT SAYETH NOT


Dr. Alonzo Johnson

SWORN to and subscribed before me
this 13 day of June, 2012.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/18/2017

Church Of God
In Christ



Official Manual

Church Of God In Christ Official Manual

**OFFICIAL MANUAL
with the
DOCTRINES AND DISCIPLINE
of the
CHURCH OF GOD IN CHRIST
1973**

Written by the authorization and approval of the
General Assembly.

The Editor of the Official Manual, the General Secretary
of the Church Of God In Christ and the Publisher of the
Church Of God In Christ shall be commissioned with
the editing and revising of the "Discipline." The
Editorial Commission shall have the authority to revise
and amend phraseology as may be necessary to
harmonize with legislative decisions approved by the
General Board and the General Assembly without
changing its original meaning.

**CHURCH OF GOD IN CHRIST, INC.
WORLD HEADQUARTERS
272 South Main Street
Memphis, Tennessee 38103
Bishop Louis H. Ford, Presiding Bishop
1991 Edition**

based upon and supported by Biblical Truth as it proclaims the Gospel of Christ, must relate itself to the secular world of which it is a part. Therefore, areas dealing with civil and secular affairs, alcoholism, crime, etc., have been included in this volume. The rituals and liturgical requisites of the Church have been thoroughly covered. Orders of worship for public and private devotions are included and the doctrine of the Church beautifully amplified. The Manual provides illustrative material for both pulpit and pew.

Because of the utility of this volume, it is hoped that it will become a constituent part of the library of every local church, every clergyman and every dedicated member of the Church Of God In Christ throughout the world. Further, it is our prayer that this Manual will make a lasting contribution toward the building in this world of Christ's "Kingdom of love," by enriching the program of his Church as it ministers to men and women of all races, classes and cultures the world around.

J. O. PATTERSON,
Presiding Bishop
 1968-1989

TABLE OF CONTENTS

Editorial Commission	II
Preface	III
Acknowledgements	V
Foreword	VII
Directory of National Officers	XIII
History of the Church	XXIII
PART I The Constitution	
The Constitution of the Church Of God In Christ	1
PART II The Articles of Religion	
The Old and New Testament	
(The Authority of the Scriptures)	40
The Doctrine of God (Theology)	41
The Doctrine of Jesus Christ (Christology and the Virgin Birth)	42
The Doctrine of the Holy Ghost	
(Pneumatology)	45
The Doctrine of Angels (Angelology)	48
The Doctrine of Demons (Demonology)	50
The Doctrine of Man (Anthropology)	52
The Doctrine of Sin (Hamartiology)	55
The Doctrine of Salvation (Soteriology)	56
The Doctrine of the Church	
(Ecclesiology)	59
The Doctrine of Last Things (Eschatology)	61
Marriage	66
Divorce	67
Annulments	72
Divine Healing	73
Miracles	74
The Ordinances of the Church	75
A. Lord's Supper	76
B. Feet Washing	77
C. Baptism	77

PART III The Church	
a. Local Church	80
b. Church Membership and Admission	82
c. Children and Church Membership	84
d. Transfer and Termination of Membership	85
e. Membership Records and Reports	87
General Rules of Order	88
a. Nature, Purpose and General Rules of the Church	88
b. Doctrines Disapproved	88
c. Practices Disapproved	93
d. Rules of Order for a Meeting	95
e. The Dress Code	100
PART IV The Church and Welfare Concern	
Alcoholic Problems	121
Tobacco	121
The Drug Problem	123
Crime, Capital Punishment and Rehabilitation	124
Gambling	125
Mental Health and Medical Care	125
Social Welfare	126
Sex in Christian Life	128
Human Rights	129
War and Military Service	130
PART V The Christian Ministry	
The Call to Ministry	132
Ministerial Orders	133
Apostles, Prophets, Evangelists, Pastors, Elders, Bishops, Deacons, Deaconesses, Teachers	133-143
Women in the Ministry	144
Reception of Ministers from Other Churches	146
District Superintendents	147
District Missionaries	149
Missionaries	149
The Deprivation and Restoration of Credentials	150
The Restoration of Lost Credentials	151

PART VI Temporal Economy	
Support of the Ministry, Church Finance and Ministerial Support, Tithes and Offerings	151-167
Ministerial Health and Welfare	157
PART VII General Services for Pulpit and Parish	
I. Orders of Worship - Practical Suggestions for Worship Services	159
Calls to Worship	159-169
General Calls to Worship	159
Calls to Morning Worship	161
Calls to Evening Worship	162
Calls to Good Friday Worship	163
Calls to Palm Sunday Worship	164
Calls to Easter Worship	164
Calls to Communion Worship	166
Calls to Thanksgiving Day Worship	166
Calls to Christmas Day Worship	167
Calls to Watch Night Worship	168
Calls to New Year's Day Worship	168
Prayers of Invocation	169
Prayers of Benediction	171
II. Services for the Administration of the Ordinances	172
Baptismal Service	172
Lord's Supper	175
Feet Washing	177
III. Marriage Service and the Christian Renewal of Marriage Vows Service	179-190
IV. Burial Services	190
Suggestion for Burial of:	
An Adult	192
Young Person	193
Child	195
An Aged Person	195
Victim of Tragic or Sudden Death	196
Non-Church Person	197
The Burial of the Dead - Scriptural Texts	198

V. Special Services	200
Service for Installation of Church Officers and Leaders	200
Service for Licensing One to Preach	203
Service for Ordination of a Minister	206
Service for Installation of a Pastor	210
Service for Installation and Consecration of a Bishop	213
Service for Organizing a New Church	217
Service for Dedication of a New Church Building	220
Service for Groundbreaking for a New Church Site	221
Service for Laying the Cornerstone of a New Church Building	223
Service for Burning the Mortgage on a Church Building	224
Service for the Dedication of a New Home	225
Service for the Dedication of Children and Parents	227

DIRECTORY OF NATIONAL OFFICERS

GENERAL BOARD

Presiding Bishop and Board Member

Bishop L. H. Ford

272 S. Main, Memphis, TN 38103 901-578-3838

1st Assistant Presiding Bishop and Board Member

Bishop C. D. Owens

2nd Assistant Presiding Bishop and Board Member

Bishop C. L. Anderson

OTHER MEMBERS OF THE GENERAL BOARD

Bishop O. T. Jones

Bishop P. A. Brooks

Bishop S. L. Green, Jr.

Bishop J. N. Haynes, Board Secretary

Bishop C. E. Blake

Bishop L. Willis

Bishop R.L.H. Winbush

1. Luke 24:48

2. Burton Scott Easton, "Tongues of Fire," James Orr, Editor, *The International Standard Bible Encyclopedia*, Third Edition revised, Grand Rapids, Mich., Wm. B. Eerdmans Publishing Co., Vol. V, 2997.

3. George Bacon, "The History and Life Work of Elder C. H. Mason and His Collaborators," p. 12-17.

4. Charles H. Pleas, *Fifty Years Achievement*.

5. *Ibid.*, p. 6.

6. Ozo T. Jones and J. E. Bryant, *Official Manual of the Church Of God In Christ*, Sixth edition, revised 1956; p. 7.

7. Pleas, *op. cit.*, p. 5.

8. *Ibid.* p. 8.

9. *Loc. Cit.*

10. Bacon, *op. cit.*, pp. 19-22.

11. Pleas, *op. cit.*, p. 7.

12. Ozo T. Jones and J. E. Bryant, *op. cit.*, p. 8.

13. Benson Y. Landis, *Year-book of American Churches, 1964* (New York: Nat. Council of Churches in the U.S.A. 1964) p. 37.

14. Pleas, *op. cit.*, p. 8-9.

XXXVIII

PART I THE CONSTITUTION

AMENDMENT TO THE CHARTER OF THE CHURCH OF GOD IN CHRIST, INC.

DECLARATION OF FAITH AND PREAMBLE

We, the members of the Church Of God In Christ, hold the Holy Scriptures as contained in the Old and New Testaments of our Bible as our rule of Faith and Practice. We believe that Governments are God-given institutions for the benefit of mankind. We admonish and exhort our members to honor magistrates and civil authorities and to respect and obey civil laws.

We hereby declare our loyalty to the President of the United States of America and to the Constitution of the United States of America. We pledge allegiance and fidelity to the flag, and to the Republic for which it stands.

However, as God-fearing, peace-loving and law-abiding people, we claim our heritage and natural right to worship God according to the dictates of our own conscience. Therefore we abhor war, for we believe that the shedding of human blood or the taking of human life is contrary to the teachings of our Lord and Savior, Jesus Christ. And, as a body of Christian believers, we are adverse to war in all of its forms, and believe in the peaceful settlement of all international disputes.

With pride and gratitude, we dedicate and commemorate this revision of the Charter, to the memory and honor of the beloved Founder and Chief Apostle of our Church, the

late Bishop C. H. Mason, whose vision and wisdom played an indispensable part in developing the principles and precepts upon which our great Church has been built.

And, in order to more effectively carry on the program and work of our Church, we do hereby amend and modify our Charter, as set out hereinafter, and repeal the provisions of all former Charters, Rules, Regulations, Practices and Usages, inconsistent herewith.

ARTICLE I — NAME OF CORPORATION

The corporate name of the Church shall be CHURCH OF GOD IN CHRIST, INC.

ARTICLE II — NATIONAL HEADQUARTERS AND PRINCIPAL OFFICES

The National Headquarters and Principal Offices of said Church shall be located at 272 S. Main Street in the City of Memphis, Shelby County, Tennessee.

ARTICLE III — STRUCTURE OF CHURCH, CIVIL, AND ECCLESIASTICAL

Part I - Civil Structure

The civil officers of the corporation shall be President, First Vice-President, Second Vice-President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer and such other officers as the corporation shall establish.

(A) The President shall preside at all meetings and

shall make an annual report of the status and condition of the corporation to this Board of Directors. The President shall sign all certificates, contracts, deeds and other instruments of the corporation. During the absence or disability of the President, the First Vice-President shall exercise all the powers and discharge all the duties of the President.

(B) The Second Vice-President shall exercise all the functions of the President in the absence or disability of the President and the First Vice-President.

(C) The Secretary shall keep the minutes of all meetings; shall have charge of the seal and corporate books and shall make such reports and perform such duties as are required of him by the corporation, and shall sign all certificates, contracts, deeds and other instruments of the corporation.

(D) The Assistant Secretary shall perform the duties of the secretary in his absence, or disability, or as directed by the corporation.

(E) The Treasurer shall have custody of all monies and securities of the corporation and shall keep regular books of account. He shall disburse the funds of the corporation in payment of the just demands against the corporation or as may be required of him he shall make an accounting of all his transactions as Treasurer and of the financial condition of the corporation.

- (f) Jurisdictional Department Heads; and
- (g) One (1) Lay delegate elected from each Jurisdictional district.

2. Ecclesiastical Jurisdictions shall be determined, established and dissolved by the General Board, without regard to geographical areas or sub-divisions, subject to review by the General Assembly.

3. Jurisdictional Assemblies shall be presided over by their respective Bishops. Jurisdictional Assemblies shall have the right to adopt such laws and rules for their government as may be deemed necessary and proper, but shall not adopt any law, rule or regulation in conflict with, or repugnant to, the Charter, Constitution, laws, rules and regulations of the General Church.

4. No person shall be elected as an officer of any Jurisdictional Assembly who is not in good standing and fellowship with the Church Of God In Christ.

5. Jurisdictional Assemblies of the various Ecclesiastical Jurisdictions shall elect from their membership delegates to the General Assembly.

SECTION D. LOCAL CHURCHES

1. The Local Church is the basic unit of the structural organization of the Church Of God In Christ. Its membership shall consist of all who have been set in order as a Church by those authorized to do so after having first declared their faith in Jesus Christ as their Savior and declared their faith and belief in the doctrines of the Church Of God In Christ and their willingness to submit to and abide by the government of the Church Of God In Christ. The Pastor of a local church shall be appointed by the Jurisdictional Bishop of the Ecclesiastical Jurisdiction

of the Church.

2. A local church may be established or set in order by the Jurisdictional Bishop or his designee.

3. No local church shall have full status in the Church Of God In Christ until it has been registered by its Jurisdictional Bishop in the office of the General Secretary, who shall then issue to the Jurisdictional Bishop a certificate of membership for the local Church.

4. Neither a local church, whose Jurisdictional Bishop has not received a Certificate Membership from the General Secretary of the Church, nor any member thereof, shall be entitled to enjoy the rights and privileges of memberships in the Church Of God In Christ.

5. A local church, which has been accepted by the Church Of God In Christ and issued a Certificate of Membership, shall not have the legal right or privilege to withdraw or sever its relations with the General Church, except by and with the permission of the General Assembly.

6. A local church in good standing and fellowship with the Church Of God In Christ and whose certificate of membership has not been suspended or revoked shall have the right to elect delegates to its Jurisdictional Assembly.

7. A local church may establish its own constitution and by-laws, provided the same shall not be in conflict with or repugnant to the Charter, Constitution, Laws and Doctrines of the Church Of God In Christ.

8. All trustees of local churches shall be members of the Church Of God In Christ. In all cases where the law requires a special mode of election of Church Trustees, that mode must be followed. Trustees of local unincorporated churches and their successors in office shall hold

title to all real and personal property, for the use and benefit of the members of the Church Of God In Christ with section 9 hereinafter. Where, however, the law requires no particular mode of election of trustees, they shall be elected by a majority of the members of the congregation, present and voting, in a regular or special business meeting of the church. All special meetings of the church shall be announced on a Sunday preceding the date of the meeting and shall state the purpose of the call and the time and place of the meeting.

9. Real Estate or other property may be acquired by purchase, gift, devise, or otherwise, by local churches. Where real or personal property is acquired by deed, the instrument of conveyance shall contain the following clause, to wit:

"The said property is held in trust for the use and benefit of the members of the Church of God in Christ with National Headquarters in the City of Memphis, Shelby County, Tennessee, and subject to the Charter, Constitution, Laws and Doctrines of said Church, now in full force and effect, or as they may be hereafter amended, changed or modified by the General Assembly of said Church."

10. The Officers and Trustees of a local church shall not mortgage Church property in order to pay or meet current expenses of the Church.

11. No deed, conveyance or mortgage or real estate of a local church shall be binding on the Church Of God In Christ unless the execution of said instrument has been approved in writing by the Jurisdictional Bishop having jurisdiction over said local church.

12. Trustees, Deacons and other officers of a local

church shall make an annual report to the congregation thereof.

13. A member of a local church may be licensed to preach by his Pastor.

14. A licensed Minister of a local church shall be ordained by the following procedures:

(a) He must first be recommended by his Pastor to the Ordination Committee of the Ecclesiastical Jurisdiction of which his church is an affiliate, and said Pastor shall present the credentials and qualifications of the candidate to said Committee.

(b) The credentials and qualifications of the candidate shall include his moral, spiritual fitness and attested loyalty to the Church and he shall also be required to satisfactorily complete a prescribed course of study as recognized by the General Assembly.

(c) If the Committee approves the application of the Candidate after examination and investigation of his credentials and qualifications, the candidate shall be recommended for ordination to his Jurisdictional Bishop.

(d) If the Bishop approves, he shall thereupon ordain the applicant, who thereby becomes an Ordained Elder of the Church.

15. Only an ordained Elder may administer the Ordinances of the Church.

16. All credentials and certificates shall be uniform and shall be issued by the General Secretary to the Jurisdictional Bishops.

ARTICLE IV — JURISDICTIONAL BISHOPS
SECTION A. Jurisdictional Bishops, formerly known and referred to as Overseers or State Bishops, shall be

Even in cases where an outpouring of the gift of the Holy Ghost had already taken place, baptism occupied among the Christians, the same position as circumcision in the Old Covenant (Col. 2:11; Gal. 5:2). It is essentially, part of the foundation on which the unity of the Christian Community rested from the beginning (Eph. 4:5; I Cor. 12:13; Gal. 3:27). As Pentecostals (The word baptizo has other meanings) we prefer immersion as it corresponds of our Lord (Co. 2:12). It also symbolizes regeneration and purification more than any other mode. Therefore, we practice immersion as our mode of baptism.

2. Baptismal Formula - The apostles were specifically instructed to baptize in the Name of the Father and the Son and of the Holy Ghost. (Matt. 28:19 (eis to onoma tou patros kai tou hagiou pneumatos) - (The Greek states a Pneumatos) - (The Greek "into the Name of the Father, and of the son and of the Holy Ghost). The person baptized was symbolically introduced into the name of Christ, which symbolized his discipleship, state of allegiance to God and Fellowship with Christ.

We, therefore, believe that we should use the formula given us by Christ for all baptism; In the Name of the Father and of the Son, and of the Holy Ghost. (St. Matt. 28:19).

3. The Proper Persons of Baptism:

a. Adult Baptism - Adult baptism must be preceded by a profession of faith (St. Mark 16:16, Acts 2:41; 8:41; 8:37; 16:31-33).

b. Infant Baptism - Only believers in Christ are entitled to baptism, and only those who give credible evidence of faith in Him should be baptized. This means that infants are excluded from the ordinance. However, we

believe that when a child reaches an age of accountability and accepts the christian faith, a child should be baptized.

PART III THE CHURCH

The Old Testament uses two words to designate the Church (applied to Israel), namely qahal, meaning "to call"; and 'edah, meaning "to appoint" or "to meet or come together at an appointed place." Consequently, the expression qahal'edah, that is, "the assembly of the congregation," is sometimes used. (Ex. 12:6; Num. 14:5; Jer. 26:17).

The New Testament likewise employs two words derived from the Septuagint, namely, ekkle, from ek and kaleo, "to call out," and sunagoge, from sun and ago, meaning "to come or to bring together." Sunagoge is used exclusively to refer to religious gatherings of the Jews or the buildings used for public worship. (Matt. 4:23; Acts 13:43; Rev. 2:9; 3:9).

We teach the church to be both visible and invisible. The church becomes visible in christian profession and conduct in the ministry of the Word and of the ordinances and in external organization and government. The church is spoken of as invisible because it is mainly spiritual and the Spirit that unites believers with Christ constitutes an invisible tie; and the blessings of salvation, such as regeneration, genuine conversion, true faith, and spiritual communion with Christ are all invisible to the natural eye; and yet these things constitute the real character of the church. (John 17:15; Eph. 3:6; I Cor. 12-13).

A. THE LOCAL CHURCH

The local church, having assumed the vows of membership in the Church Of God In Christ, must consist of a congregation of faithful believers in Christ Jesus, who being baptized of the Spirit and Water, receive the Word of God and the ordinances duly administered. It must be governed by lawful pastors under the overseership of Jurisdictional bishops, and must abide by rules and regulations prescribed in the constitution and by-laws of the church as set forth in Part I of this manual.

In order that each local church may be properly recognized by the jurisdictional Bishop and the National Headquarters of the Church Of God In Christ, it shall be the duty of all pastors to organize and administer the church charged to their care according to the rules and regulations as prescribed by the constitution.

Each local church is held accountable for its members wherever they live and for persons who choose it as their church, wherever they live.

The local church is the basic unit of the structural organization of the Church Of God In Christ. The pastor of a local church shall be appointed by the State Bishop of the Ecclesiastical Jurisdiction of the Church.

1. A local church may be established or set in order by the Bishop of its Ecclesiastical Jurisdiction, or by an elder authorized by the Bishop to do so.

2. No local church shall have full status in the Church Of God In Christ until it has been registered by its jurisdictional Bishop in the office of the General Secretary, who shall then issue to the Jurisdictional Bishop a certificate of membership for the local church.

3. Neither a local church, whose Jurisdictional Bishop has not received a Certificate of Membership from the National Office in Memphis, Tennessee, nor any member thereof, shall be entitled to enjoy the rights and privileges of membership in the Church Of God In Christ.

4. A local church which has been accepted by the Church Of God In Christ and issued a Certificate of Membership shall not withdraw or sever its relations with the General Church, except by and with the permission of the General Assembly.

5. A local church in good standing and fellowship with the Church Of God In Christ and whose Certificate of Membership has not been suspended or revoked shall have the right to elect delegates to its Jurisdictional Assembly.

6. A local church may establish its own Constitution and By-laws, provided the same shall not be in conflict with or repugnant to the Charter, Constitution, Laws and Doctrines of the Church of God in Christ.

7. All trustees of local churches shall be members of the Church Of God In Christ. In all cases where the laws require a special mode of election of Church Trustees, that mode must be followed. Trustees of local unincorporated churches and their successors in office shall hold title to all real and personal property for the use and benefit of the members of the church, as provided in Sub-Section (9) hereinafter. Where, however, no particular mode of election of Trustees is established or required by law, then the trustees shall be elected by a majority of the members of the congregation, present and voting, in a regular or special business meeting of the church. All special meetings of the church shall be announced on a

Sunday preceding the date of the meeting and shall state the purpose of the call and the time and place of the meeting.

8. Real Estate or other property may be acquired by purchase, gift, devise, or otherwise by local churches. Where real or personal property is acquired by deed, the instrument of conveyance shall contain the following clause, to-wit: "The said property is held in trust for the use and benefit of the members of the Church Of God In Christ with National Headquarters in the City of Memphis, Shelby County, Tennessee, and subject to the Charter, Constitution, By-laws and Doctrines of said church, now in force full force and effect, or as they may be hereafter amended, changed, or modified by the General Assembly of said Church."

9. The Officers and Trustees of a local church shall not mortgage church property in order to pay or meet current expenses of the Church.

10. Trustees, deacons, and other Officers of a local church shall give an annual report to the congregation thereof.

11. A member of a local church may be licensed to preach by his pastor.

B. CHURCH MEMBERSHIP

The Church Of God In Christ will accept any and all persons regardless of race, color and national origin. When the appropriate vows have been made, such persons shall be received into the church as a member in the local church of their choice.

The membership of a local Church Of God In Christ shall consist of all persons who have been received into its

fellowship on profession of their faith, whether by transfer from some other church, Christian experience or watch-care.

All persons received into the Church Of God In Christ fellowship shall be a member of some local body. No member shall have membership at more than one church. They must be enrolled and should give their support to the church with faithful attendance, tithes and offerings. All members should become active in some auxiliary in the church if health permits.

Temporary absenteeism from the home church will not affect a member's membership. However, while absent from the local church all tithes and offerings should be held in escrow or sent to the church by the absent member until his return. If the visit becomes final, a letter from the former church should be obtained, and within a reasonable period membership should be formed with another church.

No member, regardless of status in church, should leave his or her church home without notifying the pastor.

ADMISSION INTO THE CHURCH

Any person will be admitted as a Candidate for membership of the local church when such person expresses a willingness to be saved from his sins and become subject to the discipline and doctrine of the church. It then becomes the pastor's duty, or persons appointed by him, to instruct him in the history, organization and doctrine of the Church Of God In Christ with emphasis on how to be filled with the Holy Ghost and how to retain it.

When a candidate has shown sincerity of his faith in Christ Jesus and a desire to assume the obligations of a member and become faithful to the local Church Of God In

Parents should be also examples of modesty of dress.

5. Attendance at religious services call for neat and dignified clothing. We petition our members to make or purchase clothing they wear for going to church a sign of their reverence and their love for God (I Tim. 2:9-10; I Peter 3:3).

B. Illegal Solicitations of Funds

1. It is illegal, unchristian and unethical for ministers or missionaries to solicit funds by letter or otherwise without the ecclesiastical authorization from the proper authorities. In case of members, they should be authorized by their pastor. Ministers and Missionaries should have the authorization of the Jurisdictional Bishop, and a copy of such authorization should accompany the request.

2. Our pastors are requested to ask from all traveling or unknown ministers and missionaries claiming membership in our church a membership card from the National Church in addition to a current fellowship card from the jurisdiction in which membership is claimed. Also, their license, ordination certificate, etc. should be verified when soliciting funds from the local church. If the pastor should ascertain the person or persons seeking funds are guilty of fraud, it is the pastor's duty to notify other pastors within his jurisdiction of such illegal actions and the Jurisdictional Bishop of that jurisdiction.

3. All ministers, missionaries and members of our Church who have been proved guilty of fraud or improper solicitation of funds are subject to disciplinary actions according to the rules of our Church, if such action is deemed necessary.

C. RULES OF ORDER FOR A MEETING

The heart of an association is its members. Attending meetings, taking part, voicing your opinion, voting on important decisions, and taking part in the election of officers who lead your church organization, club or board is your responsibility.

Every club or organization should want to hold democratic meetings. But wanting this doesn't always bring it about. Through years of experience, legislators have worked out a set of rules for conducting meetings democratically. Because these rules were originally based on the experiences of the English Parliament, they are known as Parliamentary Law or Parliamentary Procedure. It helps us to accomplish business efficiently and speedily. At the same time, it protects the rights of all members to have their say. Officers and Their Duties:

The Chairman of church meetings is usually the Pastor or Board President. If the President is absent, the Vice-President presides. If he or she is absent, then the Second-Vice-President or next ranking officer presides. The chairman's duties are as follows:

1. Calls the meeting to order on time. "The regular meeting of . . . will now come to order."

2. Asks for roll call of officers and the reading of previous minutes. (Secretary then reads both of these.)

3. Announces each item of new business as soon as the preceding one is finished to keep things moving steadily.

4. Calls on members who want to speak.

5. States all motions before putting them to a vote. Announces the result of the voting.

6. Maintains order and conducts discussion demo-

cratically by recognizing speakers on both sides of a question.

7. The chairman casts the deciding vote when there is a tie vote. The Chairman should know basic Parliamentary Procedure to keep the meeting running smoothly, starts and tries to end on time. Important matters should get attention, less important ones do not need to take up much time. Reports of Committees and Officers should be prepared ahead of time so they are well presented and lead to action by the membership. Keep the meeting short as possible.

The Secretary

The Recording Secretary's job is to keep the minutes. There may also be a Corresponding Secretary. If not, the Recording Secretary reads the roll call of officers and minutes of the previous meeting. The membership must approve or correct this official record of its action. And when necessary Secretary reads communications. Minutes Include:

1. The kind of meeting (Regular, special, or Executive Board).
2. Name of your organization.
3. Date, Time, Place of meeting.
4. Name of Chairman and Secretary.
5. Approval and correction, if any, of previous meeting.
6. Summary of Executive Board action, reports of Committees, including recommendations made and action taken on them.
7. The test of all motions made and seconded. The name of the maker, the action taken on motion and also the results.

The Treasurer

Keeper of the funds. Records when received and records when expended and itemizes each. Prepares monthly reports or as requested or needed. Although the other officers are just as important, we shall not attempt to define specific duties as their functions are generally known.

The Agenda we find is an important item.

The Agenda or order of business is a listing of what comes first and what comes after that. A meeting must be kept moving. To avoid any long dead spots where you and the members wait and wonder what comes next, have your agenda prepared before the meeting.

Every meeting need not have business under each item, but the following may be the usual order.

1. Call meeting to order.
2. Roll Call of officers.
3. Reading of previous minutes. Approve or correct them.
4. Communications, Bills, and etc.
5. Reports from Committees.
6. Unfinished or Old Business.
7. New Business.
8. Good and Welfare or Organization, programs, entertainment, recreation, etc.
9. If no further discussion, a motion to adjourn.

Nominations and Elections

The nominations of officers is a special order of business. Let all members know when the meetings to nominate and elect officers are to be held. The law requires that all members be given reasonable notice of

the time and place of nominations. An announcement should be made at a regular meeting and it also requires that a written notice be mailed to each member before the elections are held. At the proper time in a meeting, the Acting Chairman calls for nominations. They should be given enough time for everyone who wants to nominate to have a chance to do so. The Chairman may rule out of order a motion to close nominations too soon. The motion to close nominations when it comes requires a second, and when a majority votes, it is not debatable. Candidates must, of course, qualify for the office they seek according to the by-laws of the parent body. A person not present at the meetings may be nominated by their consent unless the by-laws provide to the contrary. The law requires each candidate must receive a majority vote.

How to Begin an Actual Meeting

A typical meeting begins by someone of the organization assuming the office of Acting Chairman. He first attracts attention, if necessary, by striking the table and should say, "The meeting will come to order." The member who called the meeting to order says, "I nominate Mr. _____ for chairman." "Mr. _____ is nominated for chairman of this meeting. As many as are in favor of Mr. _____ for Chairman say Aye (pronounced eye). After the "ayes" have responded he continues, "Those opposed say No." If the ayes are in the majority, he continues to announce or declare the vote. The ayes have it. Mr. _____ is elected Chairman, and will he please take the chair.

Mr. _____ proceeds to the platform and says, "The election of secretary is the next business in order. Will someone please nominate a secretary." The secretary is

elected in the same manner as the chairman.

The meeting organized, the Chairman says, The meeting is now open for business. A member who wishes the assembly to take certain action rises and addresses "the chair" should always be addressed by the official title preceded by Mr. and Madam, Thus: Mr. President, Mr. Moderator, Madam Chairman, Madam President, etc. A motion is made by saying, "I move to postpone the question to," etc. In the case of resolutions, the following forms are used, I move to adopt the following resolution, Resolved, That, etc.

When the main motion has been made, the maker of it hands the written resolution or motion to the Chairman and resumes his seat. Any member in the assembly without rising says, "second the motion" or "I second it." If there is no second, the motion is lost. When the motion is seconded, the chair states the question to the assembly, thus: It is moved and seconded to . The Chair then asks, "Are you ready for the question?" This means, "Is the assembly ready to have the question put before the assembly?" The question is now open to debate, the chair must wait until it has ceased before putting the question. The Chairman then repeats the motion or resolution and says, "As many as are in favor of . . . say 'Aye.' Those opposed say 'No.' The ayes have it and the motion or resolution is carried or adopted. If the negative is in the majority, the chair announces the vote thus: The No's have it and the motion or resolution is lost. If it is a tie vote, the chairman's vote breaks the tie. Please consult Robert's Rules of Order for Order of Privileged, Subsidiary, Incidental and certain other motions.

Jan 4 -
Feb 4 -

1,500.00 you
you

Refuge Temple Church of God In Christ

Post Office Box 24649 * Columbia, South Carolina * 29224
Office: (803) 695-1041

Elder Wayne Penn, Sr., Pastor

Evangelist Tondra M. Penn, First Lady

February 4, 2010

Mother Delores Jenkins

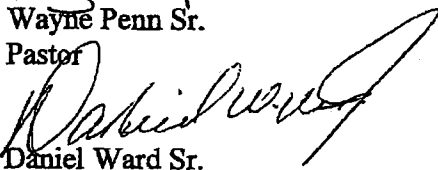
Subject: Termination of Monthly Stipend

This letter is to inform you that the church can no longer afford to pay you the \$1800.00 per month (less \$225.00 deductions) that you have been receiving for the past 6 years. The money that you have been receiving was in honor of the service of yourself and your late husband, our pastor, the Elder Edward Jenkins and to help you financially during the transition. To ease the burden of this transition, we will pay you \$1800.00 (less \$225.00) for the next two months, February and March 2010, we will then reduce it to \$500.00 a month beginning in April and ending in December 2010, at which time the receipt of monies will cease.

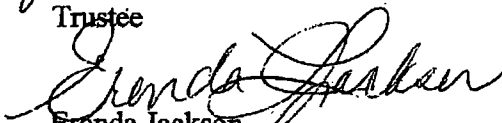
Sincerely,

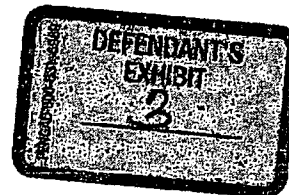

Wayne Penn Sr.

Pastor


Daniel Ward Sr.
Trustee


James Tucker
Trustee


Eronda Jackson
Trustee



Our Mission

"To Restore the total man and to Empower the saints for the work of the ministry by creating an environment that promotes Financial stability, Understanding one's purpose, Godly instruction and Encouragement."

ROA000171

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2010-CP-20-00714

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

ORDER

This matter came before the Court for non-jury trial on June 18, 2012. Appearing for the Plaintiff were Kenneth C. Hanson and Walter M. Riggs. Appearing for the Defendants were Timothy J. Newton and Brent M. Boyd. Upon careful consideration of the facts and the law, I find for the defendants.

FINDINGS OF FACT

Plaintiff Delories Jenkins is the widow of the former pastor of Defendant Refuge Temple Church of God in Christ, Inc. (hereinafter, "the Church"). Her late husband was Pastor Elder Edward Jenkins, the founder of the Church. Mrs. Jenkins brought suit against the Church and several Church board members alleging that the Church failed to follow through on an agreement between Pastor Jenkins and the Church that she would be paid Pastor Jenkins' salary for the remainder of her life after his death.

Mrs. Jenkins asserted causes of action for breach of contract, violation of the South Carolina Payment of Wages Act, and tortious interference with contract. At trial, Plaintiff agreed to dismiss her tortious interference with contract cause of action, leaving breach of contract and Payment of Wages claims remaining.

Plaintiff testified that her husband entered into a Pastor's Employment and Retirement Agreement on or about March 13, 2002 (hereinafter "the Agreement"). The Agreement provides, among other things, that after Pastor Jenkins' death, the Church would provide a monthly sum equivalent to the Pastor's salary and housing allowance to Mrs. Jenkins for the remainder of her life, even if she left the Church. Mrs. Jenkins was not involved in the meetings during which the Agreement was signed.

The Agreement recites that the congregation and membership had duly considered Pastor Jenkins' services in reaching their decision. Pastor Jenkins appears in the Agreement both as Pastor and as a director. Hence, Pastor Jenkins signed the Agreement on the part of both parties.

After a lengthy illness, Pastor Jenkins died on April 4, 2004. The Church made monthly payments to Mrs. Jenkins in the amount of \$1,800.00 for over five (5) years until January 2010.¹ On February 4, 2010, the Church informed Mrs. Jenkins that it could no longer afford to pay this amount and that it would decrease her monthly stipend to \$500.00 a month for two months. After two months, the monies would cease. Mrs. Jenkins testified that the Church cut off her payments after she left the Church.

Rev. Wayne Penn is the current pastor of the Church. He testified that he was the assistant pastor under Pastor Jenkins and he took office as the new pastor approximately six (6) months after Pastor Jenkins died. Pastor Penn was not on the Church Board of Directors at the time the Agreement was signed.

Pastor Penn testified that the Church of God in Christ denomination requires church board members to be elected by the congregation at a properly noticed special meeting. This is corroborated by the Official Manual of the denomination. The Official Manual also provides

¹ There was no testimony indicating that these payments were made pursuant to the Agreement. The defense witnesses testified that the Agreement was subsequently lost and that these payments were gratuitously made based on custom within the denomination.

that its provisions supersede church governing documents to the contrary. Board members are not eligible for membership until after three (3) years of membership at the Church. Currently, the Church fills vacancies on the Board through an election as required by the denomination.

Pastor Penn was not aware of the Agreement until the Church was served with this lawsuit. The Agreement was lost or removed from the Church some time before Pastor Jenkins took office. The Church agreed to provide a stipend to Mrs. Jenkins voluntarily, according to the custom of the Church of God in Christ denomination for five years.

Pastor Penn testified that after Mrs. Jenkins received the termination notice, she met with Pastor Penn and demanded that it be reinstated. When Pastor Penn refused, she left the church and brought this action.

Connie Bowman was a Church Board member when the Agreement was signed. She was also Pastor Jenkins' secretary. Ms. Bowman testified that she was appointed to the Board by Pastor Jenkins without approval by either the congregation or the full Board. This practice violated both the rules of the denomination and the Church bylaws, which required advice and consent of the full Board when directors were appointed by the pastor. Ms. Bowman was aware that the Agreement contained terms for providing for Mrs. Jenkins after Pastor Jenkins' death, but she was not aware of the requirement that the stipend be provided for the remainder of her life. Mrs. Bowman believed the Agreement would be presented to the full congregation before it was ratified, but this never happened.

Daniel Ward is the other Board member who signed the Agreement. Ward testified he had only been a member of the Church for a few months when he was appointed to the Board by Pastor Jenkins. Neither the congregation nor the full Board ever approved this appointment. Thus, Ward's appointment also violated denominational requirements and the Church bylaws.

Ward also testified that he was aware of general provisions in the Agreement for providing for Mrs. Jenkins, but he was not aware that the stipend was to be provided for the remainder of her life. Ward also believed the Agreement would be presented to the full congregation for approval, but this never occurred.

Defendants presented evidence that other provisions in the Agreement were not strictly followed by the parties. The Agreement provided that Mrs. Jenkins would take the lead in selecting a new pastor and that other benefits such as a housing allowance and insurance would be provided. The evidence indicates that these provisions were not enforced.

Defense counsel moved for directed verdicts as to Plaintiff's Payment of Wages claim and her claims against the individual defendants. These arguments will be considered in this Order.

CONCLUSIONS OF LAW

I. Payment of Wages claim

In the Payment of Wages Act, "wages" is defined as "all amounts at which labor rendered is recompensed." S.C. Code Ann. § 41-10-10. The Act further requires that "[e]very employer in the State shall pay all wages due." S.C. Code Ann. § 41-10-40(A).

Plaintiff admitted that while she provided some services to the Church, she was not a Church employee. She did not receive a paycheck from the Church for services rendered. Accordingly, I find that Defendants' motion for a directed verdict as to Plaintiff's Payment of Wages claim should be granted.

II. Individual Defendants

The Complaint names Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker, and Eronda Jackson as defendants in their individual capacities. These defendants are all Church Board

members who signed the February 4, 2010 letter in which Mrs. Jenkins' stipend was reduced and then terminated. This letter was on Church letterhead and all of these defendants signed in their capacities as pastor or trustees of the Church.

Under South Carolina law, members of a non-profit corporation are not personally liable for the liabilities of the corporation. S.C. Code Ann. § 33-31-612. Therefore, Penn, Ward, Tucker, and Jackson are protected by the corporate veil. Additionally, privity of contract does not exist between Plaintiff and these defendants. Since the only tort cause of action has been dismissed, I find that the individual defendants are entitled to a directed verdict in their favor.

III. Breach of Contract claim

A. Conflict of interest

Pastor Jenkins signed the Agreement on behalf of both parties, i.e., both as a Church Board member and in his individual capacity as pastor and recipient of the benefits provided under the Agreement. Therefore, he had a direct interest in the transaction and this is a conflict of interest transaction under South Carolina law. S.C. Code Ann. § 33-31-831. A conflict of interest transaction is presumptively invalid unless certain requirements are met. Straight v. Goss, 383 S.C. 180, 193, 678 S.E.2d 443, 450 (Ct. App. 2009). Unless the transaction was inherently fair to the corporation or approved by the Church Board after the material facts of the transaction are known, including the conflicted parties' interest, and the directors in good faith reasonably believe that the transaction is fair to the corporation, the party seeking to uphold the transaction has the burden of proving fairness. Id.; S.C. Code Ann. § 33-31-831(a) and (b).

The transaction at issue was not inherently fair to the Church. It committed the Church to pay a large monthly stipend to Mrs. Jenkins for the remainder of her life, even though this was more than what was customary for churches in the Church of God in Christ denomination. It

effectively required the Church to pay two pastor's salaries for an extended and indefinite period of time, even though the Church could no longer afford to pay it.

Secondly, it does not appear that the material facts were known by Bowman and Ward when they signed the Agreement. Although both testified they knew the Agreement contained provisions for a stipend for Mrs. Jenkins after Pastor Jenkins' death, neither knew the Agreement committed the Church to paying the stipend for the remainder of her life.

Plaintiff did not present any evidence to support her burden of proving fairness to the Church. Therefore, the Agreement is presumptively invalid.

B. Fiduciary duty

As a director, Pastor Jenkins had a duty to discharge his responsibilities as a director in good faith and in a manner he reasonably believed to be in the best interests of the Church. S.C. Code Ann. § 33-31-830(a). Under South Carolina law, the business judgment rule does not protect directors when they engage in self-dealing. Kuznik v. Bees Ferry Assocs., 342 S.C. 579, 599, 538 S.E.2d 15, 25 (Ct. App. 2000).

Pastor Jenkins had a fiduciary duty to represent not only his own interests, but those of the Church, in carrying out the transaction. The facts indicate that Pastor Jenkins failed to fully carry out his fiduciary duty to the Church in a manner which would enable the Church to give meaningful informed consent to the terms of the Agreement.

Bowman and Ward testified that they were appointed by Pastor Jenkins himself without any input from the congregation. Bowman testified she was Pastor Jenkins' secretary and Ward testified he was a new member who had been attending the Church for less than a year before Pastor Jenkins appointed him to the Board. The provision that the stipend to Mrs. Jenkins was to continue for the remainder of her life was not fully disclosed when the Agreement was approved.

Finally, both Bowman and Ward understood that the Agreement would be presented to the full congregation for approval. In fact, the Agreement recited that the congregation approved the transaction. However, there is no evidence that the congregation had a voice in either the appointment of Bowman and Ward to the Board or the approval of the Agreement.

In effect, the Agreement amounted to a transaction between Pastor Jenkins and two Board members who were subject to his influence. There is no evidence that the congregation had fair and reasonable representation in adopting the Agreement. The evidence indicates that Pastor Jenkins violated his fiduciary duty to the Church by utilizing a procedure heavily weighted in his favor for the adoption of the Agreement.

C. Procedure for filling vacancies on the Board

Bowman and Ward testified that they were appointed by Pastor Jenkins without any input from either the full Board or the congregation. This violated not only the Church bylaws, but also denominational rules and South Carolina law governing non-profit corporations.

The Church bylaws provide that vacancies on the Board must be filled by the pastor with the advice and consent of a majority of the board of directors. There is no evidence that the full Board provided advice and consent to the appointment of Bowman and Ward to the Board.

Moreover, the practice of appointment of board members by the pastor violated the rules of the denomination. The Official Manual for the denomination provides that board members are to be elected by the congregation at a duly noticed special meeting. The Official Manual further provides that its terms override Church documents or practices to the contrary. There is no evidence that this rule was followed in the appointment of Bowman or Ward.

Thirdly, South Carolina law governing non-profit corporations provides that directors generally are to be elected. S.C. Code Ann. 33-31-726. The election procedure must be

reasonable. Id. The method may not be made up on an ad hoc basis and must comply with the statutory fiduciary standards. Id., Official Comment.

Direct appointment of board members by the Church pastor in violation of the Church bylaws and denominational rules fails to meet this standard. Pastor Penn testified that the purpose of the board of directors is to represent the congregation. The direct appointment of Bowman and Ward by Pastor Jenkins without any input from the congregation deprived the congregation of any representation on the board. I therefore find that the method in which Bowman and Ward were appointed violated the Church bylaws, the rules of the denomination, and South Carolina law.

In so finding, it does not follow that all actions taken by the Board under Pastor Jenkins are invalid. This case involves a single transaction in which Pastor Jenkins had a conflict of interest. Conflict of interest transactions by directors are subjected to rigorous scrutiny. S.C. Code Ann. 33-31-831, Official Comment (citing Pepper v. Litton, 308 U.S. 295, 306 (1939)). "The essence of the test is whether or not under all the circumstances the transaction carries the earmarks of an arm's length bargain." Id. Plaintiff fails to meet her burden of proving fairness in this conflict of interest transaction because the provision for a lifetime stipend for Mrs. Jenkins cannot be characterized as an arms-length transaction between adequately represented parties.

The Agreement contains a severability clause. Thus, this case does not affect the remainder of the provisions in the Agreement.

Under the unique circumstances of this case, I find that the provision for a lifetime stipend in the Agreement is unenforceable. I therefore find for the Church on Plaintiff's breach of contract claim.

Therefore, it is

ORDERED, ADJUGED and DECREED that the Defendants' Motion for a directed verdict as to Plaintiff's Payment of Wages cause of action and as to Plaintiff's claims against the individual defendants is hereby **GRANTED** and it so **ORDERED**. After due consideration of the facts and applicable law, I find for the defendants as to Plaintiff's breach of contract cause of action.

IT IS SO ORDERED.

The Honorable L. Casey Manning
Judge of the Fifth Circuit Court

Columbia, South Carolina

Date: _____



Hanson
LAW FIRM, P.A.

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Facsimile
(803) 750-0203

June 28, 2012

Honorable L. Casey Manning
Circuit Court Judge
Post Office Box 192
Columbia, South Carolina 29202-0192

Re: Delories Jenkins Vs. Refuge Temple Church Of God In Christ
Case No.: 2011-CP-40-1320

Dear Judge Manning:

I trust that this correspondence finds you doing well. Pursuant to your directive at trial, I enclose herewith Plaintiff's proposed order in the above matter. By copy of this letter, I am forwarding a copy of our proposed order to Defendants, Mr. Timothy Newton.

In closing, please advise me if there are any concerns herein.

With kindest regards, I am

Yours sincerely,

Walter M. Riggs
ENCLOSURES

CC: Timothy J. Newton, Esquire

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT
)

DOCKET NO: 2011-CP-40-1320

Delories Jenkins,

Plaintiff,

Vs.

Refuge Temple Church Of God In Christ,
Inc., and Wayne Penn, Sr., Daniel Ward,
Jr., James A. Tucker and Eronda Jackson,
Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

ORDER

This is an action for breach of contract and failure to pay wages pursuant to the South Carolina Payment of Wages Act, *S.C. Code Ann. § 41-10-10, et. seq.* and was before me for trial on June 18, 2012. Present at the trial were Plaintiff Delories Jenkins, along with her attorneys, Kenneth C. Hanson and Walter M. Riggs. The Defendant Refuge Temple Church Of God In Christ, Inc., was represented by Timothy J. Newman, Esquire. Defendants Wayne Penn, Sr. and Daniel Ward, Jr., were also present.

A third cause of action for tortious interference with contract was withdrawn and dismissed by Plaintiff's counsel at the outset. Likewise, Plaintiff's counsel dismissed Wayne Penn, Sr., Daniel Ward, Jr., James A. Tucker and Eronda Jackson as parties Defendant, effectively leaving the Church as the sole party Defendant.

Based on the testimony elicited at the hearing, I make the following findings of fact and conclusions of law:

1. Refuge Temple Church Of God In Christ, Inc. was founded by Pastor Edward Jenkins in June of 1997. He was its incorporator, first pastor and a member of the Board of Directors.

2. The Defendant Church was incorporated under the laws of this State, and its Articles of Incorporation (Plaintiff's Exhibit # 4), filed with the South Carolina Secretary of State on June 16, 1997, provided at Article V that "[t]he powers of the Corporation shall be

exercised by or under the authority of and the business and affairs of the Corporation shall be managed under the direction of a Board of Directors which shall have three (3) directors initially.”

3. Article VIII of The Defendant Church’s Articles of Incorporation (Plaintiff’s Exhibit # 4) provided that “[t]he Corporation will not have members and shall be governed exclusively by its Board of Directors.”

4. Article Three, Section 1, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided generally that the members of the congregation would be nonvoting members and that the Board of Directors to be voting members.

5. Article Four, Section 1, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided that “[t]he affairs of the Church shall be managed by the Board of Directors whose members shall have a fiduciary obligation to the Church.”

6. Article Four, Section 2, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3) provided that “[t]he number of Directors shall be no less than three (3) and shall have no maximum number.”

7. Plaintiff Delories Jenkins was married to Pastor Jenkins. She was involved with and assisted her husband with the Defendant Church’s ministry from its infancy until Pastor Jenkins’s death.

8. A special meeting of the Board was called on March 13, 2002 pursuant to Article Four, Section 2, of the Defendant Church’s Bylaws (Plaintiff’s Exhibit # 3), which provided that “[s]pecial meetings of the Board of Directors may be called by or at the request of any two (2) Directors....”

9. According to the minutes of this special meeting of March 13, 2002, (Plaintiff’s Exhibit # 1), the Board of Directors of Defendant Church discussed, voted on, approved and authorized an employment agreement that provided for, among other things, continued employment and retirement for the Pastor and Mrs. Jenkins.

10. Pursuant to this special meeting, the Board of Directors and Pastor Jenkins entered into an agreement entitled “PASTOR’S EMPLOYMENT AND RETIREMENT AGREEMENT” (Plaintiff’s Exhibit # 2), which was executed March 13, 2002 by Pastor Jenkins and the other two members of Defendant Church’s Board of Directors, Connie Bowman and Daniel W. Ward, Jr.

11. Section 4 (A.) of the employment agreement provided that "[i]n the event of the PASTOR'S death, if PASTOR is survived by his spouse, Delories Jenkins, a monthly sum equivalent to the PASTOR'S monthly salary and housing allowance, which will become salary at the time of his death shall be paid to Mrs. Delories Jenkins for the remainder of her life, even if she leaves the church."

12. Section 5 of the agreement provided that "[i]n the event that the PASTOR is totally disabled, mentally and physically, and that such disability will be permanent and continuous during the remainder of his life, PASTOR Elder Edward Jenkins will be paid Housing Allowance and salary."

13. Further, Section 6 (D.) of the agreement provided that "... in the event of PASTOR death or total disability, this agreement shall become irrevocable."

14. Pastor Jenkins and Defendant Church performed according to the agreement, and Pastor Jenkins was paid pursuant to the agreement until his death on April 04, 2004.

15. After Pastor Jenkins's death, Defendant Church continued to honor the contractual agreement, paying Plaintiff the same monthly salary amount and housing allowance of One Thousand Five Hundred Seventy-Five and No/100 (\$1,575.00) Dollars each month (\$1,800 less \$225 deductions) throughout all of the years 2004 through January, 2010.

16. By letter dated February 4, 2010 (Defendant's Exhibit # 3), Defendant Church advised Plaintiff that the church would no longer continue to pay her the \$1,575 per month after March of 2010. The letter further indicated that Plaintiff would receive \$500 per month from April through December, at which time all monetary payments would cease. Despite this assertion, Defendant Church made no further payments to Plaintiff after a last check paid in April of 2010 in the amount of Five Hundred and No/100 (\$500.00) Dollars.

17. Plaintiff's agreement, entitled "PASTOR'S EMPLOYMENT AND RETIREMENT AGREEMENT" (Plaintiff's Exhibit # 2), is a valid and enforceable contract. "A corporation may exercise only those powers which are granted to it by law, by its charter or articles of incorporation, and by any bylaws made pursuant thereto; acts beyond the scope of the powers so granted are ultra vires." Seabrook Island Property Owner Association vs. Pelzer, 292 S.C. 343, 356 S.E. 2d 411 (Ct. App. 1987). The Board of Directors had full authority to enter into said agreement pursuant to the above-cited Articles of Incorporation and

By-Laws. Accordingly, Defendant Refuge Temple Church Of God In Christ, Inc., has breached the terms of the employment and retirement agreement without justifiable defense.

18. At trial, Defendant Church posited that the agreement and the payments to Plaintiff were improper and an "ultra vires" act because the Church congregation had not voted on it. However, the Defendant Church operated pursuant to this agreement for eight years, from March, 2002 until April of 2010, and six of those years were after Pastor Jenkins' death. Laches is an equitable doctrine defined as "neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done." Strickland vs. Strickland, 375 S.C. 76, 650 S.E.2d 465 (2007), All Saints Parish, Waccamaw vs. Protestant Episcopal Church in the Diocese of South Carolina, 358 S.C. 209, 595 S.E.2d 253 (S.C. App. 2004). Further, any assertion on Defendant Church's part that Pastor Jenkins voting on the agreement constituted an "ultra vires" act fails to overlook the fact that Article Four, Section 8, of the Defendant Church's Bylaws (Plaintiff's Exhibit # 3) provided that "[t]he act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a great number is required by law or by these Bylaws." The two other members of the Board of Directors, Connie Bowman and Daniel W. Ward, Jr., constituted a quorum.

19. Defendant Church herein owes Plaintiff the sum of Sixteen Thousand Eight Hundred Twenty-Five and No/100 (\$16,825.00) Dollars, as of February 24, 2011. Defendant Church also owes Plaintiff for the months of March, 2011 through June, 2012 [16 months at \$1,575.00], and this sum amounts to Twenty-Five Thousand Two Hundred and No/100 (\$25,200.00) Dollars. Thus, the total sum past due to Plaintiff on the agreement is Forty-Two Thousand Twenty-Five and No/100 (\$42,025.00) Dollars.

20. Plaintiff testified that she will soon be 70 years of age and, based on S.C. Code Ann. § 19-1-150, she is expected to live another 17.12 years.

21. With annual payments of Eighteen Thousand Nine Hundred and No/100 (\$18,900.00) Dollars (\$1,575 x 12), the Plaintiff's loss of future payments resulting from Defendant Church's breach amounts to Three Hundred Twenty-Three Thousand Five Hundred Sixty-Eight and No/100 (\$323,568.00) Dollars (\$18,900 x 17.12). Adding this amount to the past due amount of Forty-Two Thousand Twenty-Five and No/100 (\$42,025.00) Dollars, the

total amount of Defendant Church's breach is Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars.

22. With respect to Plaintiff's claim for recovery under the South Carolina Payment of Wages Act, by her own admission, Plaintiff was not employed by and did not perform any labor for the Defendant Church. The South Carolina Payment of Wages Act is concerned with payment of wages for labor already completed. Mathis vs. Brown & Brown of South Carolina, Inc., 389 S.C. 299, 698 S.E. 2d 773 (2010). Therefore, Plaintiff is not entitled to recovery under the Payment of Wages Act. Even assuming that the payments made per the agreement were retirement payments, S.C. Code Ann. § 41-10-10 (2) provides that pension and retirement plans are not to be considered wages for purposes of the act. Accordingly, Plaintiff is not entitled to recovery under the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10, et. seq.

Based on the above, I find that Plaintiff Delories Jenkins is entitled to judgment against the Defendant Church in the amount of Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars.

NOW, THEREFORE, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff Delories Jenkins is hereby awarded judgment in the amount of Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars, against the Defendant Refuge Temple Church Of God In Christ, Inc.

AND IT IS SO ORDERED.

Columbia South Carolina
_____, 2012

L. Casey Manning, Presiding Judge
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Delories Jenkins,

☐ Plaintiff

v.

Refuge Temple Church of God In Christ, Inc. et al.,

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2010-CF-20-00714

2011 40-1320

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

Walter M. Riggs, Esquire, Bar No.

Address:

6156 St. Andrews Rd., #101, Columbia, SC 29212

phone: 803-798-9446 fax: 803-750-0203

e-mail: wriggs@hansonlawfirm.net other:

Defendant's Attorney:

Timothy J. Newton, Esquire, Bar No. 71640

Address:

P.O. Box 6648, Columbia, SC 29268

phone: 803-782-4100 fax: 803-782-4140

e-mail: tnewton@murphygrantland.com other:

☐ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☒ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Judgment Notwithstanding the Verdict or to Alter or Amend

Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

November 5, 2012

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$25.00**

☐ **EXEMPT:** ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☒ **MOTION FEE COLLECTED:** _____

☐ **CONTESTED - AMOUNT DUE:** _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2010-CP-20-00714

2011 10 13 20

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

**MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT
OR TO ALTER OR AMEND**

RICHLAND COUNTY
FILED
2012 NOV -7 PM 12:07
JEANETTE M. McBRIDE
Clerk, G.S.

Defendant Refuge Temple Church of God In Christ, Inc. (hereinafter the Church) submits the following Motion to Alter or Amend pursuant to Rule 59(e) and 50(b), SCRCP.¹ The Church received written notice of the entry of this Court's Order on October 26, 2012.

FINDINGS OF FACT

1. This Court's finding that after Pastor Jenkins' death, the Church continued to honor the Employment and Retirement Agreement is not supported by any evidence. The only testimony regarding the Employment and Retirement Agreement is that Plaintiff took it out of the Church after former Pastor Jenkins' death and that the Church did not see it again until after it stopped making payments to Plaintiff. Moreover, Plaintiff admitted she had no evidence as to whether the amount of the monthly payments made by the Church after Pastor Jenkins' death were equivalent to the amount Pastor Jenkins was receiving as his salary before his death. Furthermore, the Church presented testimony that the payments made by the Church were pursuant to denominational policy, not the Employment and Retirement Agreement. Plaintiff did

¹ At the close of the evidence, defense counsel attempted to make a legal argument. This Court stopped defense counsel before the argument could be completed and ordered both parties to make legal arguments in their proposed orders. Accordingly, Defendant Church requests that this Motion be construed as a Motion or Memorandum supporting its Motion for a Judgment Notwithstanding the Verdict pursuant to Rule 50(b), SCRCP.

not present any evidence to contradict this testimony. Additionally, the Church presented evidence that Employment and Retirement Agreement was not followed in other respects, such as Plaintiff's role in selecting a new pastor and other benefits such as a housing allowance and insurance.

2. In finding that the signatures of Connie Bowman and Daniel W. Ward, Jr. constituted a quorum, this Court failed to consider the uncontradicted evidence that neither Connie Bowman nor Daniel Ward were validly elected. The Church presented evidence that these board members were appointed by Pastor Jenkins without approval by the congregation or the full board. The Church also presented evidence that the denomination required board members to be elected by the congregation. Plaintiff did not present any evidence as to the validity of these appointments. Therefore, no evidence exists to support this Court's finding that the Employment and Retirement Agreement was adopted by a duly constituted board of directors.

3. A party may not avoid summary judgment by asserting that a jury may disbelieve uncontradicted evidence. Hoard ex rel. Hoard v. Roper Hosp., 387 S.C. 539, 549, 694 S.E.2d 1, 6 (2010). The same standard applies to motions for a judgment notwithstanding the verdict (JNOV). Gadson ex rel. Gadson v. ECO Servs. of S.C., Inc., 374 S.C. 171, 175-76, 648 S.E.2d 858, 588 (2007) (holding that a JNOV should be granted when no evidence supports a judge's ruling). The above-referenced findings are unsupported by any evidence. These are the only grounds supporting this Court's finding that the Employment and Retirement Agreement was a valid and enforceable contract. Therefore, Defendant Church is entitled to JNOV as to Plaintiff's breach of contract cause of action, Plaintiff's only remaining cause of action.

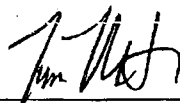
4. For the same reasons, Defendant Church also moves in the alternative for an Order altering or amending the judgment under Rule 59(e), SCRPC.

CONCLUSION

For the reasons set forth above, and in arguments and evidence presented at trial and in Defendant's previously submitted Proposed Order, a copy of which is attached, Defendant Church respectfully requests that this Court reconsider its Order signed October 24, 2012 and grant Defendant's Motion for JNOV.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.



Timothy J. Newton, Esquire
Peter E. Farr, Esquire
4406-B Forest Drive (29206)
P.O. Box 6648
Columbia, SC 29260
(803) 782-4100
Attorneys for Defendants

Columbia, South Carolina
November 5, 2012

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2010-CP-20-00714

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

ORDER

This matter came before the Court for non-jury trial on June 18, 2012. Appearing for the Plaintiff were Kenneth C. Hanson and Walter M. Riggs. Appearing for the Defendants were Timothy J. Newton and Brent M. Boyd. Upon careful consideration of the facts and the law, I find for the defendants.

FINDINGS OF FACT

Plaintiff Delories Jenkins is the widow of the former pastor of Defendant Refuge Temple Church of God in Christ, Inc. (hereinafter, "the Church"). Her late husband was Pastor Elder Edward Jenkins, the founder of the Church. Mrs. Jenkins brought suit against the Church and several Church board members alleging that the Church failed to follow through on an agreement between Pastor Jenkins and the Church that she would be paid Pastor Jenkins' salary for the remainder of her life after his death.

Mrs. Jenkins asserted causes of action for breach of contract, violation of the South Carolina Payment of Wages Act, and tortious interference with contract. At trial, Plaintiff agreed to dismiss her tortious interference with contract cause of action, leaving breach of contract and Payment of Wages claims remaining.

Plaintiff testified that her husband entered into a Pastor's Employment and Retirement Agreement on or about March 13, 2002 (hereinafter "the Agreement"). The Agreement provides, among other things, that after Pastor Jenkins' death, the Church would provide a monthly sum equivalent to the Pastor's salary and housing allowance to Mrs. Jenkins for the remainder of her life, even if she left the Church. Mrs. Jenkins was not involved in the meetings during which the Agreement was signed.

The Agreement recites that the congregation and membership had duly considered Pastor Jenkins' services in reaching their decision. Pastor Jenkins appears in the Agreement both as Pastor and as a director. Hence, Pastor Jenkins signed the Agreement on the part of both parties.

After a lengthy illness, Pastor Jenkins died on April 4, 2004. The Church made monthly payments to Mrs. Jenkins in the amount of \$1,800.00 for over five (5) years until January 2010.¹ On February 4, 2010, the Church informed Mrs. Jenkins that it could no longer afford to pay this amount and that it would decrease her monthly stipend to \$500.00 a month for two months. After two months, the monies would cease. Mrs. Jenkins testified that the Church cut off her payments after she left the Church.

Rev. Wayne Penn is the current pastor of the Church. He testified that he was the assistant pastor under Pastor Jenkins and he took office as the new pastor approximately six (6) months after Pastor Jenkins died. Pastor Penn was not on the Church Board of Directors at the time the Agreement was signed.

Pastor Penn testified that the Church of God in Christ denomination requires church board members to be elected by the congregation at a properly noticed special meeting. This is

¹ There was no testimony indicating that these payments were made pursuant to the Agreement. The defense witnesses testified that the Agreement was subsequently lost and that these payments were gratuitously made based on custom within the denomination.

corroborated by the Official Manual of the denomination. The Official Manual also provides that its provisions supersede church governing documents to the contrary. Board members are not eligible for membership until after three (3) years of membership at the Church. Currently, the Church fills vacancies on the Board through an election as required by the denomination.

Pastor Penn was not aware of the Agreement until the Church was served with this lawsuit. The Agreement was lost or removed from the Church some time before Pastor Jenkins took office. The Church agreed to provide a stipend to Mrs. Jenkins voluntarily, according to the custom of the Church of God in Christ denomination for five years.

Pastor Penn testified that after Mrs. Jenkins received the termination notice, she met with Pastor Penn and demanded that it be reinstated. When Pastor Penn refused, she left the church and brought this action.

Connie Bowman was a Church Board member when the Agreement was signed. She was also Pastor Jenkins' secretary. Ms. Bowman testified that she was appointed to the Board by Pastor Jenkins without approval by either the congregation or the full Board. This practice violated both the rules of the denomination and the Church bylaws, which required advice and consent of the full Board when directors were appointed by the pastor. Ms. Bowman was aware that the Agreement contained terms for providing for Mrs. Jenkins after Pastor Jenkins' death, but she was not aware of the requirement that the stipend be provided for the remainder of her life. Mrs. Bowman believed the Agreement would be presented to the full congregation before it was ratified, but this never happened.

Daniel Ward is the other Board member who signed the Agreement. Ward testified he had only been a member of the Church for a few months when he was appointed to the Board by Pastor Jenkins. Neither the congregation nor the full Board ever approved this appointment.

The transaction at issue was not inherently fair to the Church. It committed the Church to pay a large monthly stipend to Mrs. Jenkins for the remainder of her life, even though this was more than what was customary for churches in the Church of God in Christ denomination. It effectively required the Church to pay two pastor's salaries for an extended and indefinite period of time, even though the Church could no longer afford to pay it.

Secondly, it does not appear that the material facts were known by Bowman and Ward when they signed the Agreement. Although both testified they knew the Agreement contained provisions for a stipend for Mrs. Jenkins after Pastor Jenkins' death, neither knew the Agreement committed the Church to paying the stipend for the remainder of her life.

Plaintiff did not present any evidence to support her burden of proving fairness to the Church. Therefore, the Agreement is presumptively invalid.

B. Fiduciary duty

As a director, Pastor Jenkins had a duty to discharge his responsibilities as a director in good faith and in a manner he reasonably believed to be in the best interests of the Church. S.C. Code Ann. § 33-31-830(a). Under South Carolina law, the business judgment rule does not protect directors when they engage in self-dealing. Kuznik v. Bees Ferry Assocs., 342 S.C. 579, 599, 538 S.E.2d 15, 25 (Ct. App. 2000).

Pastor Jenkins had a fiduciary duty to represent not only his own interests, but those of the Church, in carrying out the transaction. The facts indicate that Pastor Jenkins failed to fully carry out his fiduciary duty to the Church in a manner which would enable the Church to give meaningful informed consent to the terms of the Agreement.

Bowman and Ward testified that they were appointed by Pastor Jenkins himself without any input from the congregation. Bowman testified she was Pastor Jenkins' secretary and Ward

testified he was a new member who had been attending the Church for less than a year before Pastor Jenkins appointed him to the Board. The provision that the stipend to Mrs. Jenkins was to continue for the remainder of her life was not fully disclosed when the Agreement was approved. Finally, both Bowman and Ward understood that the Agreement would be presented to the full congregation for approval. In fact, the Agreement recited that the congregation approved the transaction. However, there is no evidence that the congregation had a voice in either the appointment of Bowman and Ward to the Board or the approval of the Agreement.

In effect, the Agreement amounted to a transaction between Pastor Jenkins and two Board members who were subject to his influence. There is no evidence that the congregation had fair and reasonable representation in adopting the Agreement. The evidence indicates that Pastor Jenkins violated his fiduciary duty to the Church by utilizing a procedure heavily weighted in his favor for the adoption of the Agreement.

C. Procedure for filling vacancies on the Board

Bowman and Ward testified that they were appointed by Pastor Jenkins without any input from either the full Board or the congregation. This violated not only the Church bylaws, but also denominational rules and South Carolina law governing non-profit corporations.

The Church bylaws provide that vacancies on the Board must be filled by the pastor with the advice and consent of a majority of the board of directors. There is no evidence that the full Board provided advice and consent to the appointment of Bowman and Ward to the Board.

Moreover, the practice of appointment of board members by the pastor violated the rules of the denomination. The Official Manual for the denomination provides that board members are to be elected by the congregation at a duly noticed special meeting. The Official Manual

further provides that its terms override Church documents or practices to the contrary. There is no evidence that this rule was followed in the appointment of Bowman or Ward.

Thirdly, South Carolina law governing non-profit corporations provides that directors generally are to be elected. S.C. Code Ann. 33-31-726. The election procedure must be reasonable. Id. The method may not be made up on an ad hoc basis and must comply with the statutory fiduciary standards. Id., Official Comment.

Direct appointment of board members by the Church pastor in violation of the Church bylaws and denominational rules fails to meet this standard. Pastor Penn testified that the purpose of the board of directors is to represent the congregation. The direct appointment of Bowman and Ward by Pastor Jenkins without any input from the congregation deprived the congregation of any representation on the board. I therefore find that the method in which Bowman and Ward were appointed violated the Church bylaws, the rules of the denomination, and South Carolina law.

In so finding, it does not follow that all actions taken by the Board under Pastor Jenkins are invalid. This case involves a single transaction in which Pastor Jenkins had a conflict of interest. Conflict of interest transactions by directors are subjected to rigorous scrutiny. S.C. Code Ann. 33-31-831, Official Comment (citing Pepper v. Litton, 308 U.S. 295, 306 (1939)). "The essence of the test is whether or not under all the circumstances the transaction carries the earmarks of an arm's length bargain." Id. Plaintiff fails to meet her burden of proving fairness in this conflict of interest transaction because the provision for a lifetime stipend for Mrs. Jenkins cannot be characterized as an arms-length transaction between adequately represented parties.

The Agreement contains a severability clause. Thus, this case does not affect the remainder of the provisions in the Agreement.

Under the unique circumstances of this case, I find that the provision for a lifetime stipend in the Agreement is unenforceable. I therefore find for the Church on Plaintiff's breach of contract claim.

Therefore, it is

ORDERED, ADJUGED and DECREED that the Defendants' Motion for a directed verdict as to Plaintiff's Payment of Wages cause of action and as to Plaintiff's claims against the individual defendants is hereby **GRANTED** and it so **ORDERED**. After due consideration of the facts and applicable law, I find for the defendants as to Plaintiff's breach of contract cause of action.

IT IS SO ORDERED.

Columbia, South Carolina

Date: _____

The Honorable L. Casey Manning
Judge of the Fifth Circuit Court

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2010-CP-20-00714

Delories Jenkins,

Plaintiff,

v.

Refuge Temple Church of God In Christ, Inc.,
and Wayne Penn, Sr., Daniel Ward, Jr., James
A. Tucker and Eronda Jackson, Individually
and as Members of the Board of Directors of
Refuge Temple Church of God in Christ, Inc.

Defendants.

CERTIFICATE OF SERVICE

ANETTE W. McBRIDE
C.C.P. & G.S.

2012 NOV - 7 PM 12:07

RICHLAND COUNTY
FILED

I, the undersigned employee of the law offices of Murphy & Grantland, P.A.,
Attorneys for Defendants, do hereby certify that on November 5, 2012, I have served a copy
of the foregoing Motion for Judgment Notwithstanding the Verdict or to Alter or Amend in
connection with the above-referenced case placing same in the U.S. mail, postage paid to:

Walter M. Riggs, Esquire
Hanson Law Firm, PA
6156 St. Andrews Rd., #101
Columbia, SC 29212


Mallory Turnage

Columbia, South Carolina

ROA000200

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS FOR
) THE FIFTH JUDICIAL CIRCUIT

) DOCKET NO: 2011-CP-40-1320

Delories Jenkins,

Plaintiff,

Vs.

**MEMORANDUM IN OPPOSITION
TO DEFENDANT'S MOTION FOR
RECONSIDERATION**

Refuge Temple Church Of God In Christ,
Inc., and Wayne Penn, Sr., Daniel Ward,
Jr., James A. Tucker and Eronda Jackson,
Individually and as Members of the Board
of Directors of Refuge Temple Church Of
God In Christ, Inc.,

Defendants.

NOW COMES the Plaintiff, Delories Jenkins, by and through the undersigned attorneys, and moves before the Court, seeking to oppose Defendants' motion for reconsideration in the above matter.

The above matter was tried by the Honorable Casey Manning on June 18, 2012. By his order dated 2012, Judge Manning awarded Plaintiff Delories Jenkins judgment in the amount of Three Hundred Sixty-Five Thousand Five Hundred Ninety-Three and No/100 (\$365,593.00) Dollars against the Defendant, Refuge Temple Church Of God In Christ, Inc. Defendant has filed a Motion for Judgment Notwithstanding the Verdict, pursuant to SCRCP 50(b), and a Motion to Alter or Amend pursuant to SCRCP Rule 59(e). Plaintiff posits the following to repudiate Defendant's motion.

Defendant's argument presented in Paragraph 1 is that the Defendant Church's agreement and payments to Plaintiff were improper and an "ultra vires" act because the Church's congregation had not voted on it. Yet, the Defendant Church operated according to this agreement for eight years, from March, 2002 until April of 2010. Six of those years were after Pastor Jenkins' death. It would be a significant strain of the imagination to think the Defendant Church would continue to pay Plaintiff any money for this length of time if they did not feel some obligation. Their actions call for the assertion of laches, an equitable doctrine defined as "neglect for an unreasonable and unexplained length of time, under circumstances

affording opportunity for diligence, to do what in law should have been done." Strickland vs. Strickland, 375 S.C. 76, 650 S.E.2d 465 (2007), All Saints Parish, Waccamaw vs. Protestant Episcopal Church in the Diocese of South Carolina, 358 S.C. 209, 595 S.E.2d 253 (S.C. App. 2004). Concerning Defendant's argument made in Paragraph 2, the Defendant Church presented no evidence that Defendant Church had nullified any other actions that these two particular board members, Connie Bowman and Daniel W. Ward, Jr., had participated in.

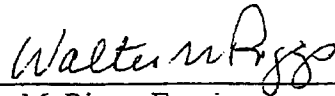
Consequently, the Defendants have missed the mark on their arguments. They say they didn't know about a contract and, further, that said contract was void because not properly executed with appropriate board members. They stopped making payments to the Plaintiff when it became inconvenient to make further payments.

Hence, Plaintiff respectfully moves before this Honorable Court for denial of Defendant's Motion for Judgment Notwithstanding the Verdict and a Motion to Alter or Amend.

Respectfully Submitted,

HANSON LAW FIRM, P.A.

Columbia, South Carolina
November 19, 2012



Walter M. Riggs, Esquire
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Phone: (803) 798-9446
Fax: (803) 750-0203

ATTORNEY FOR PLAINTIFF

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2011-CP-40-01320

Refuge Temple Church Of God In Christ, Inc.,.....Appellant,

v.

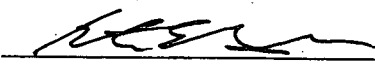
Delories Jenkins,.....Respondent.

CERTIFICATE

I, Peter E. Farr, Esquire, attorney for Appellant, certify that the Record on Appeal complies with the South Carolina Supreme Court Order of August 13, 2007 and Rule 211(b) of the South Carolina Appellate Court Rules.

December 16, 2016

MURPHY & GRANTLAND, P.A.


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Timothy J. Newton, Esquire
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Attorneys for Appellant Refuge Temple
Church Of God In Christ, Inc.