

The South Carolina Court of Appeals

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Nov 06 2020

SC Court of Appeals

Case Caption: Michael Davis, plaintiff , et al VS Mark Vincent Day , defendant, et al

SE Number 2019CP3700585

s/ R. Scott Sprouse, Judge Sprouse # 2752

Enclosed are court documents of a case since 2016:

Judge Sprouse ruling violation my First Amendment Constitutional Rights to rule in favor of the Defendant:

1. A lot of allegations were made against Pastor Michael Davis / non which were factual
2. Judge allowed Deseimber Wattleton who is pro -se represented two Corporation without legal Counsel a motion she file to be dismissed
3. His order states the court has no jurisdiction over ecclesiastical dispute in a church
4. But he dismisses her case base on accusations
5. The judge has violated my First Amendment Rights separation of church and state as listed in his order and our Constitution By-laws. He signed off on an Order to dismiss
6. Attached is the 2019 filing which clearly states the Branch of Trust and Fraudulent activity
7. By Chris Jones who was Wattleton spouse now divorced due to adultery and his criminal history
8. Judge Sprouse ruling in her favor the dismissal, had nothing to do the ecclesiastical issues the filling was to bring the justice all parties trying to defraud a church out its property. And monies that have been stolen. From the church, an illegal vote of non -member staged by Jones and a Quick Deed back dated. When granted time to obtain legal counsel by Judge Maddox.

Attached are filling where they brought sue against each other.

Judge Sprouse has demonstrated a level of incompetence to understand the validity of this case. It shows he has not read. James O'Connell information. This case has been in court since 2016

Attached or the memorandum and order from the Judge

1. Copy of Church By-Laws
2. Disposition case no. 2019CP3400585
3. Order Summary Judgement

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SC Court of Appeals

Asking for temporary injunction:

Where in any suit it is proved by affidavit or otherwise- see attached documents

(a) that any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit, or wrongfully sold in execution of a decree, or

(b) Defendants were never members or Board Staff her intent is to sell the property for personal gain.

(c)

(b) that the defendant threatens or intends, to remove or dispose of his property with a view to defrauding his creditors,

(c) that the defendant threatens to dispossess, the plaintiff or otherwise cause injury to the plaintiff in relation to any property in dispute in the suit,

Also, note that the Hon'ble Supreme Court has observed that the Court has powers U/s.151 of Civil Procedure Code to issue an injunction in cases not falling within Order 2019-CP-37-585; however that discretion should be exercised judiciously.

Pastor Michael Davis
1003 Easley Bridge Rd
Greenville SC 29611

864 386 1170

Columbia, South Carolina

CC: Pastor Michael

Maria Davis

FOR THE COURT

November 6 ,2020

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

Pastors, Sr. Pastor Michael Davis,
Associate Pastor, MARIA IRENE DAVIS)
FOR "The Cornerstone Cathedral"
n/k/a "THE TRUTH OUTREACH")
of West Union SC PLAINTIFF,)

Civil Action **2019-CP-37-**

-versus-

DESIMBER WATTLETON, Rural
Economic Development Corporation, LLC
aka "REDC"; THE ROCK WORSHIP,
CHRISTOPHER BERNARD JONES,
MARK VINCENT DAY, CROWN
PROPERTIES, LLC and THE HECKMAN
LAW FIRM, PA. DEFENDANTS.

SUMMONS and NOTICE
with
COMPLAINT
attached

JURY TRIAL REQUESTED

TO: DEFENDANTS AND attorney if any, NAMED ABOVE, YOU ARE SUMMONED AND REQUIRED TO APPEAR AND DEFEND the pleading, in this action; which is this date, served upon you, with Summons and Notice. **YOU ARE DIRECTED** to serve your pleading responding to the pleading served by the Defendant's attorney at: 139 Grace Drive, Easley, South Carolina 29640 or by certified mail at same address or hand delivery. Within **THIRTY (30) DAYS** after the day of service, not to include the day of service; (if you are the United States of America, you have sixty (60) days to plead after service) (add five days for service by certified mail), and **IF YOU FAIL TO RESPOND OR ANSWER** or otherwise plead, within the time noted, Defendant WILL apply to the Court for the relief demanded in the pleading and **JUDGMENT** will be entered against you by **DEFAULT**.

If you are a **MINOR/PRISONER/INCOMPETENT** a personal Guardian ad Litem will be OR may be appointed for you **IF YOU DO NOT APPLY** for a Guardian ad Litem to be appointed. If you fail to do so, application for such an appointment will be made by the party immediately and separately and such application will be deemed absolute and total in the absence of your application for such appointment, within 30 days after service. **YOU WILL ALSO TAKE NOTICE** IF YOU ARE IN THE MILITARY SERVICE OF THE UNITED STATE OF AMERICA YOU MUST NOTIFY THE ATTORNEY or COURT ABOVE PROMPTLY.

September 21, 2018

Easley, SC

s/James P. O'Connell #4259

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jpatrickoconnell@yahoo.com

STATE OF SOUTH CAROLINA)
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COUNTY OF OCONEE)

IN THE COURT OF COMMON PLEAS

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C O M P L A I N T

DEFENDANTS.

Pastors Davis of The Truth Outreach Church successor to The Cornerstone Church, inform the Court of the following:

FACTS

The Corner Stone Cathedral, incorporated March 15, 1979 by the State of South Carolina, and Tax exempt August 29, 1979, IRS ID#57-108-3428, The name of the church is THE CORNERSTONE CATHEDRAL, located in West Union, South Carolina AND then; by vote of the members of the Corner Stone Cathedral, located at 185 Cornerstone Drive, West Union, S. C. 29696; the church became THE TRUTH OUTREACH by charter December 6, 2010, Constitution and Bylaws of THE TRUTH OUTREACH, by Secretary of State South Carolina, November 13, 2015;

Pastor Mike Davis, has pastored since 2009, and continued as the Senior Pastor; and, suit was filed against Senior Pastor Mike Davis, was ended in dismissal April 5, 2018, of that action, C. A. 2016-CP-37-0060, which originally restored Pastor Davis, but that dismissal Order was changed to indicate the dismissal of the action;

Senior Pastor Michael Davis THE TRUTH OUTREACH Church of West Union, S. C.; Counterclaim was not heard by the Court, even though the original dismissal Order did Order Pastor Davis to be returned to the church;

During the filing of the Order restoring Pastor Mike Davis an appeal was made, which was later dismissed; and during that time an alleged deed from The Cornerstone Cathedral to Rural Economic Development Corporation LLC, 220 North Main Street, Ste 500, Greenville SC 29601; was filed along with two mortgages, the Deed and the mortgages are part of the Wattleton suit; and,

Based on information received from the service by Pastor Maria Davis pursuant to the Order of the Court restoring Pastor Maria Davis suit, Rural Economic Development Corporation, LLC, responded to the notice and the service of Interrogatories and Request to Produce, that Rural Economic Development Corporation LLC that it was not a legal entity until August, 9, 2018, could not have received of any conveyance; therefore that conveyance is a void transfer; deed recorded March 6, 2018, DEED Book 2341 pages 10-19; (notice change of address); further, the void deed appears to be executed February 26, 2017; the void deed was recorded after the Court ruled that the suit by Pastor Mike Davis was dismissed.

FIRST CAUSE OF ACTION

Based on the Complaint of Desimber Wattleton , a reading would show the Court that the issues raised by Pastor Mike Davis and Past Maria Davis, are substantiated.

Wattleton and Defendant Christopher Jones, to have changed the name of the Church again, this time to The Rock Worship Center.

Wattleton's suit cites Wattleton, page 2 of 8, paragraph 9., was the founder, owner, and operator of Rural Economic Development Corporation LLC. The suit of Maria Davis had Mark Day as the Party responsible for the "REDC" and Mark Day has appeared in Court for that Entity. Wattleton states Mark Day was given authority to respond to legal matter, page 3 of 8 paragraph 11, even though he is not a licensed attorney in South Carolina.

Wattleton on page 2 of 8, paragraph 10., cites ongoing litigation with previous pastor. and, The Church placed property in the "REDC", based on the advice of Christoper B. Jones. Wattleton Jones husband, page 6 of 8, paragraph 20.

Wattleton cites Mr. Jones violating the Church Constitution, page 4 of 8, Paragraph 15., and illegally encumbering church property.

Wattleton cites Mark Day, page 4 of 8, paragraph 16. for obtaining loans by Fraudulent behavior. Wattleton, states funds from the loans, were not utilized in any form or fashion for the benefit of the church, page 7 of 8, paragraph 22.

The Motion to Dismiss by Mark Day and Christopher Jones, under the First Affirmative Defense, indicates that a trespass can not be sustained as the Plaintiff is not the "registered" owner of the property. Mark Day alleges that Rural Economic Development Corporation "REDC" is the owner of the church property, when as noted above "REDC" can not own the real estate of the Truth Outreach Church or any church, as the "REDC" was not a legal entity.

By the First Affirmative Defense, by Mark Day and Christopher Jones are members of "REDC" and Wattleton was voted out of the LLC August 2018 for attempting to transfer the property to Overcomers Church July 23, 2018.

As reported herein above, "REDC" is not a legal entity of Mark Day and Christopher Jones, and could not be the legal owner because of the date of existence by the South Carolina Secretary of State was after the date of conveyance.

Mark Day and Christopher Jones claim that Wattleton Jones can not represent the Church as she is not a licensed attorney in South Carolina, but, as shown by the suits above by Pastor Mike Davis and Pastor Maria Davis, that both Christopher Jones and Mark Day and Wattleton Jones have all been attempting to represent the church's and entities, even though repeatedly advised they can not. See Second Affirmative Defense!

Per Sixth Affirmative Defense, Mr. Jones claims the church in not a party, to any financial transaction, even though the real property is that the (The Truth Outreach Church) When the suit 2016-CP-37-60, was dismissed and Pastor Mike Davis restored. AND, Jones, States "all construction transactions involved projects owned by Defendant Jones for International Palm Oil & Biodiesel, LLC? This statement validates the allegations that were Dismissed by order of Judge Sprouse, dismissing Christopher Jones from the action of Maria Davise for the Truth Outreach Church.

The suit by Pastor Maria Davis requested an injunction and the injunction was upheld By Judge McIntosh,:

- A. AS TO THE INJUCTION, as the Court (Judge R. Lawton McIntosh) restored the suit Of Pastor Maria Davis for the Truth Outreach Church,

- B. The request for an Injunction by Pastor Davis is therefore restored, and that Injunction is therefore in place as to the parties.
- C. There appears to be an identical suit filed in Greenville County SC which has been Dismissed, Wattleton v Day and Jones, 2019-CP-23-3599. The Defendants Objection To a Motion for Continuance, CITED by Defendants, Day and Jones, that "THERE IS A PENDING TRANSACTION IN THE AMOUNT OF \$400,000 BEING DELAYED"

FOR A SECOND CAUSE OF ACTION
Recession of Deed

1. Defendants named are: As to REDC, alleged purchaser of the lands and buildings, of the former Cornerstone Cathedral, now known as, The Truth Outreach of West Union, Oconee County South Carolina, other Defendants are believed to be citizens of the USA and residents of Oconee County South Carolina and or are signees of the alleged deed as complained of here.

2. There is an Order of the Court, Honorable J. Cordell Maddox, Jr., C. A. 2016-CP-37-0060 which is the Order of the Court in the case of Defendants Jones versus Pastor Michael Davis. that order placed Pastor Michael Davis as the Pastor of "The Truth Outreach (formerly Cornerstone) as of January 2016 with all property of that Church. That Order was later changed to remove the placement and property provision and that Order is subject to a Motion to Reconsider not heard yet. Plaintiff here is the Associate Pastor of the church since investiture May 2015, and Plaintiff was not a party to the previous suit.

3. The Defendants Jones have filed an appeal as to the first Order. No other Defendant has or have filed for any Appeal. The Motion to Lift the Stay was granted by Form Order with formal Order to follow, with the Court only removing "that Pastor Davis was to be placed back into the

church by police authority.”

4. That Order returned Plaintiff Mike Davis to the Church as the Church existed early 2016 and removed the Defendants (except REDC not known at that time), from the real property and property of the church and included that all church property was also returned to Pastor Mike Davis.

5. The Truth Outreach of West Union, SC and Pastor Michael Davis, was and is the controlling entity and organization of the real estate and property of and for church the subject of this action. Associate Pastor Plaintiff Maria Davis is a proper party to bring this action as an Associate Pastor of and for the Plaintiff.

6. Allegedly the signees of a deed alleging to transfer to Defendant REDC the real estate and the church, Defendants were members of another church and the deed was not written and or prepared by a licensed attorney in the state of South Carolina.

7. That alleged deed is believed to have been filed of record, March 6, 2018, in Deed Book 2341 pages 10-19. That Deed is recorded after the Order from the Bench from the hearing held February 22, 2018 informing the Defendants to have an attorney within 20 days or the action would be dismissed. Further, the tax map sheet number appears to be Map 176 sub 00 blk 01 parc 035.

8. The alleged Deed, indicates certification that the alleged Deed was executed as another Date and time and the filed of record 6th day of March 2018, the signees who allegedly are the sellers to the buyer the Defendant Mark Day Defendant “REDC” and that the documents filed

thereto appear to indicate either a buy back or a rent to own circumstance, which is not upon information and belief prepared by a licensed attorney in the state of South Carolina.

9. The alleged Deed indicates the Trustees of The Cornerstone Cathedral (Grantor) sold for Ten and 00/100 (\$10.00) Dollars. That sell, which includes the striking of the phrase “and other considerations”, is not due consideration for approximately 23 acres of real estate more or less and the Church and buildings and any personal property of the Plaintiff’s.

10. The real estate the subject of this action is as above noted. The signees of the alleged Deed can not be ascertained by legible signature and their alleged rights and powers to sell the church and lands. Noted is that the alleged signing was the 26 of February 2017. The Deed further does not contain the proper signatures of the membership of the Church as existed early January 2016. The alleged deed is not properly signed and executed.

11. Plaintiff requests a recession of the real estate sale and a declaration that the real estate as allegedly transferred is illegal. The Sellers are not the owners of the land, the sale was made during an ongoing suit, the Sellers made the sale knowing the Order of the Court, the purchaser Defendant Day “REDC” did not pay valuable consideration for the lands, the purchaser did not pay a legal price for the land, property and personal property of the Plaintiff’s church, and other various legal reasons to set aside the Deed as hereinabove stated.

12. The Plaintiff states the sale of and the deeding of the church and church lands and real estate must be and should be set aside and returned to the Plaintiff, the listed owner of the

property located in Oconee County S. C. as and by the Order of the Court; as upon information and belief, the transaction is fraudulent, as reported above.

13. The alleged sale of the real estate, was to Defendant Day REDC which does not appear to be of record as a South Carolina Corporation. Defendant REDC, notified Plaintiff by Notice of Trespass as to the alleged sale and ownership. Defendant did not notify Plaintiff of the alleged purchase and Plaintiff had no notice of the alleged sale and purchase until the notification by the Notice of Trespass was received; during which an ongoing legal action was pending, which affected the sale of the church, lands of the church, etc.

14. The Defendants did not notify Plaintiff of the sale of the real property knowing that the Defendants and Pastor Mike Davis were involved in an ongoing suit.

15. Defendants allegedly sold the property February 26, 2017; the document attached to the alleged deed "The Cornerstone Cathedral Formal Resolution" appears to approve of the alleged sale by a Senior Pastor, and others 5 March 2017; none of which were either members of the "The Truth Outreach" church the successor in interest to "The Corner-tone Cathedral" of West Union, S. C. which was no longer in existence.

16. Plaintiff states the alleged sale and the alleged deeding and alleged Deed are all illegal as Plaintiff was not advised and or communicated to of the sale, because Defendants knew of the ongoing legal action which would have prevented the sale and deeding; especially as to the alleged deeding and sale occurred while the other action and or suit was pending.

17. Defendants did not actually sell the real estate and church and other property of the

Plaintiff's church as pursuant to the terms of the Deed; the Deed is what appear to be a rental agreement.

18. Plaintiff states Defendant Day "REDC" appears to be being unjustly enriched by accepting the deed which is stated to be and alleged to be for the sale of property off of the property of the Plaintiff.

19. Plaintiff is requesting a recession of the alleged deed and or a rescinding of the alleged sale and deed. Plaintiff is requesting a restoration of the real property to Plaintiff as the rightful Owner as Pastor. Plaintiff states that Plaintiff was able to piece together the information as reported here from the Trespass Notice and records at the recording office of Oconee County SC.

20. Defendants pay for and be responsible for the attorney fee and costs of the Plaintiff.

FOR A THIRD CAUSE OF ACTION
Breach of Fiduciary Duty

21. The prior Causes of Action is repeated here by incorporation by reference. Defendants Jones was introduced to Pastor Mike Davis November of 2015, and to the Plaintiffs here Associate Pastor Maria Davis as above noted, around the same time. Defendants informed that Defendants had aided other ministries by Defendants helping with construction by being licensed Contractors, the Defendants Jones were not ever members of the church "The Truth Outreach", nor Pastor's nor Board Members.

22. Plaintiff is informed and believes that Defendant Christopher Jones did present to Community First Bank and unauthorized church check for \$4,000.00; as Defendant Mr. Jones

was not authorized to write checks nor handle any church finances, the check was made out to Defendant Christopher Jones. The fiduciary relationship arose from the claims, which later were false, as to the being licensed builders and that the Defendant Christopher Jones did use that information and relationship, by not acting in good faith for the benefit of the Church. Pastor Davis had confidence in Defendant Christopher Jones to perform in good faith, and by taking advantage of that good faith Defendant Christopher Jones did receive church funds, and did not use those church funds to the benefit of the church.

23. A listing of checks made out to others or himself by Defendant Christopher Jones includes a check to an attorney check number #7133, for \$200; a check to a Ricky Smith check number #7165, for \$400; a check to a Marvin Peeler, check number #7164, for \$300; a check to Ricky Smith check number #7156, for \$100; a check to Chris Jones check number #7144, for \$180; a check to Cleaster Sheppard check number #7141, for \$100; a check to Defendant Chris Jones check number #7153, for \$100; a check to Blue Ridge rental check number #7137, for \$337; and, a check to Evans Grading & Clearing check number #7166, for \$7500; all of which were not authorized or were written in bad faith by Defendant Christopher Jones, without the knowledge of the Plaintiff and the Church and especially without the consent of the Plaintiff and the Church.

24. An Affidavit of Forgery was filed February 12, 2016, with Oconee County Sheriff March 2, 2016; an investigation indicated that the church apparently benefited from the actions of the

Defendant Christopher Jones, who had a fiduciary relationship and Defendant Christopher Jones had the duty to not undertake and or participate in any activity or alleged work done adverse to the Plaintiff and the Church.

25. There are other actions of the Defendants Jones which are checks not authorized made out to a foundation ("The Tim Tebow Foundation") which include an amount of \$2500 that was received by Deismber Wattleton. Other checks, a check to Connie Mckee check number #7180, for \$800; to Connie Mckee for \$1,200 check no. 7172; and a check to Connie McKee for \$100 number 7149. Defendant Christopher Jones did violate the fiduciary duty and responsibility of faithful loyalty to the Plaintiff and Church. Further as reported hereinabove, none of the actions were based on the acceptance by the Plaintiff and the Church and violated the duty owed by Defendant Jones to the Plaintiff.

26. A check for \$5000 was received by Defendant Wattleton-Jones from the Southern Mutual Insurance for employee theft, which should have been part of the Plaintiff and Church but were not because Defendant Jones did not undertake and or act for the benefit of the Plaintiff and the Church.

27. Check number #1146 pay to Chris Jones August 17, 2016 for \$1,500.00; check #1147 for \$300 to Defendant Chris Jones; check #1065 for \$747.70 to Super Landscape; and check number #1126 to Greenville Rental for \$332.31. all after January 2016 after the illegal removal of Pastor Mike Davis. Plaintiff here on behalf of the Church did have the right to rely on the existence of the fiduciary duty undertaken by Defendant Christopher Jones as reported

above; then the Defendant Christopher Jones did breach that duty as is reported by this Complaint, and the damages that were caused were the false removal of Pastor Mike Davis, the loss of and removal of church real property and property and the loss of income to the Plaintiff and income for the Church.

28. Also, check #7174 for \$400 was used by Defendant Jones to pay the US District Court that had Pastor Michael Davis name forged, and was on a closed account.

29. There are outstanding bills of the church which upon information and belief were not paid after Pastor Mike Davis was illegally removed, these are all action of a person Defendant Christopher Jones who had a fiduciary relationship with the Plaintiff and by the confidence placed by the Plaintiff in Defendant Jones for working for the benefit of the Plaintiff and Defendant Jones by not using the funds of the Plaintiff as the funds were to be used, which was a breach of the Defendant Jones's fiduciary relationship, the Plaintiff was damaged and the damages were caused by Defendant Jones.

30. Upon information and belief, Plaintiff alleges, that Defendants Jones, did commit breach of trust, as shown hereinabove and did so with the specific knowledge to damage the Plaintiff, which is especially egregious due to the Plaintiff being the Associate Pastor of a congregational church relying on that relationship to act for the benefit of Plaintiff.

31. Plaintiff demands that the Defendant Jones be held accountable and that Defendants be ordered to reimburse "The Truth Outreach" church for the amounts noted and by the Court.

32. Plaintiff have the return of the funds taken by Defendants and attorney fee and costs paid by Defendant Jones.

FOR A FOURTH CAUSE OF ACTION
Breach of Contract Accompanied by Fraudulent Act

33. The prior Causes of Action are repeated here and incorporated by reference.

34. Defendants did as reported by the prior Causes of Action, the allegations of which are repeated here; did, have a contract, Defendants contracted with Plaintiff to provide services for example construction services but, Defendants Jones did breach that contract by their actions are reported hereinabove.

35. Defendants did knowingly commit fraud relating to the breach in that Defendants never intended to provided construction services as agreed.

36. Defendants did act in a dishonest manner as to the fact of Defendants being as Defendants portrayed to the Plaintiff, especially as to possessing knowledge which Defendants did not have all the while Defendants knowing that Defendants were not going to perform as agreed but were taking Plaintiff's funds without performing the work or actions the Defendants had agreed and contracted to perform.

37. Plaintiff requests Defendants return the funds of the Plaintiff and also return the property both real and personal of the church.

38. Plaintiff requests Defendants pay Plaintiff's attorney fee and costs.

FOR A FIFTH CAUSE OF ACTION
Civil Conspiracy

39. The PRIOR Causes of Action are repeated here and incorporated by reference.

40. Defendants did as reported by the prior Causes of Action, the allegations of which are repeated here; did, combine for the purpose of injuring Plaintiff; by the actions as referred to above. Providing for the transfer of the real estate of Plaintiff and funds of Plaintiff, as Defendants did combine together to convey real property of Plaintiff to Defendant Day "REDC" and Defendants did conspire to oust or remove Plaintiff from the Plaintiff church all with the purposes of obtaining the property of the Plaintiff, both real and personal as shown by the allegations reported above.

41. Defendants did knowingly conspire as facts reported above so show. The conveyance of the real property of the Plaintiff and taking of funds from the Plaintiff as reported.

42. Defendants did act in a dishonest manner as to the Plaintiff, being as Defendants recorded the purported deed after the ruling from the Bench and just prior to the written Order being filed returning the church to the status of January 2016, with the Deed indicating as reported above different dates of writing.

FOR A SIXTH CAUSE OF ACTION
Fraud and Fraud in the Inducement

43. The PRIOR Causes of Action are repeated here and incorporated by reference.

44. Defendants did as reported by the Causes of Action, the allegations of which are repeated here; did, make false representations to Plaintiff, Defendants did conceal from Plaintiff the facts Defendants were not going to act in good faith and were not entering into the agreement and

contract with Plaintiff as stated for example to provide services for example construction services but, Defendants did deceive the Plaintiff as is shown above factually, all with the intent to deceive to obtain control of the Plaintiff both real and personal property which did deceive the Plaintiff, and to which Plaintiff has been harmed as reported above.

45. Defendants did knowingly commit fraud relating to the breach in that Defendants never intended to provided services as agreed and Defendants did undertake to accomplish Defendants actions to remove Pastor Mike Davis and then take over the Church to the benefit of Defendants.

46. Defendants did act in a dishonest manner as to the fact of Defendants, being Defendants portrayed to the Plaintiff, especially as to possessing knowledge which Defendants did not have all the while Defendants nowing that Defendants were not going to perform as agreed but were taking Plaintiff's funds and proper without performing as agreed.

47. Plaintiff requests Defendants return the funds of the Plaintiff and also return the property both real and personal of the church.

48. Plaintiff requests Defendants pay Plaintiff's attorney fee and costs. Further Defendants be held in a special circumstance and be charged with punitive damages to hinder Defendants from acting in the manner as to Plaintiff again.

WHEREFORE, Plaintiff requests the Court to grant the following relief:

1. The setting aside by rescission and invalidating the sale, with return of the real property to the Plaintiff.

2. The setting aside of the Deed, by rescission and invalidating the Deed, with return of the real property to the Plaintiff as Pastors for “The Truth Outreach” church.
3. The repayment as above shown from the Defendant Jones for the funds illegally taken from the church, by each Cause of Action.
4. The Plaintiff’s costs of this action to include any attorney fee, from Defendants.
5. Punitive damages as requested by Plaintiff.

Respectfully submitted.
SEPTEMBER __, 2019

s/JAMES P. O’CONNELL #4259
ATTORNEY FOR Sr. Pastor Mike Davis
PASTOR MARIA DAVIES for
THE TRUTH OUTREACH CHURCH
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Constitution and Bylaws

The Truth Outreach

Status

The ministry was incorporated by the State of South Carolina and received its charter on December 6, 2010. It is also recognized by the South Carolina Tax Commission as a tax exempt organization, and has obtained an Employer ID number from the Internal Revenue Service (57-108-3428).

Article I. Name

The name of the church shall be "THE TRUTH OUTREACH."

Article II. Purpose

Section 1. To establish and maintain a place or places of worship of Almighty God our Heavenly Father, and the Lord Jesus Christ, His only Begotten Son, through the Holy Spirit, and for the promotion of Christian fellowship and edification, bearing witness to all biblical truths.

Section 2. To obey in our capacity the Great Commission and bring people to a personal acquaintance with Jesus Christ through proclamation of the gospel. (Matt. 28:18-20; Mark 16:15-20; Act 1:18, 8:4)

Section 3. To solicit, receive funds and maintain a fund or funds; real or personal property or both; to use and supply for a whole or any part of the principal or income thereof; for the purpose of this Church and to assist missionaries in preaching the Gospel of Jesus Christ in any part of the world.

Article III. Prerogatives

Section 1. This church shall have the right to govern itself according to the standards of the New Testament Scriptures. (Eph. 4:1-16; 1 Cor. 12:27-28)

Section 2. To have a membership which is determined by the local Church and to discipline its members according to the Scriptures.

Section 3. To choose or call its Pastor, elect its officers and handle other business pertaining to its life as a local Church.

Section 4. To purchase or acquire by gift, bequest or otherwise (either directly or as Trustee) and to own, hold in trust, use, sell, convey, mortgage, lease, or otherwise dispose of any estate or chattels as

may be necessary for the furtherance of its purposes. All things should be done in accordance with its Constitution and By-Laws or as the same may be hereafter modified or amended.

Article IV. Affiliation

Believing in the independence of the local church, with full freedom of deliberation decision and deportment under God, without restriction or denomination from any outside individual, organization, or institution. This church is to be autonomous and self-governing (Under Christ) and will not affiliate with any organization, which seeks to exercise control over the church.

Article V. Beliefs

This church shall accept and believe the Holy Scriptures as the revealed Word of God, the all-sufficient rule for faith and practice, and for the purpose of maintaining unity; it shall adopt the Statement of Fundamental Beliefs, namely:

1. **The Scriptures Inspired.** The Bible consisting of the SIXTY SIX BOOKS 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 (Heb. 4:12; 2 Pet. 1:20-21; 2 Tim. 3:15-17).
2. **The One True God.** The One True God has revealed Himself as the eternally self-existent, self-revealed "I AM", and has further revealed Himself as embodying the principles of relationship and association of the Trinity as Father, Son and Holy Ghost (1 John 5:7; Deut. 6:4; Is. 43:10-11; Matt. 28:19; Mark 12:29; Matt. 28:19; Mark 12:29; Matt. 3:16-17; John 14:16-17).
3. **Jesus Christ.** In the deity of our Lord Jesus, Christ, His virgin birth, in His sinless life, in His miracles, in His ascension to the right hand of The Father, in His personal future return to this earth in power and glory, to rule for a thousand years. (John 1:1; Luke 1:26-38; Hebrews 7:26; John 2:11; II Cor. 5:15; John 20:26-31; Acts 1:9; I Thess. 4:16-17; Rev. 20:1-6)
4. **Surrender.** In total surrender of one's life to the Master, Jesus Christ. In confessing Him as Lord and Master giving Him full right of control in the life of the believer. (Rom. 10:9)
5. **Salvation.**
 - a. **Condition of Salvation.** The only means of being cleansed from sin is through repentance and faith in the precious blood of Christ. The Grace of God, which bringeth salvation, hath appeared to all men through the preaching of repentance toward God and faith toward the Lord Jesus Christ; man is saved by the washing of regeneration and renewing of the Holy Ghost, and being justified by grace through faith, he becomes as heir of God according to the hope of eternal life. (Rev. 1:5; Luke 24:47; Rom. 10:13-15;
 - b. **The Evidence of Salvation.** The inward evidence of the believer of his salvation is the direct witness of the spirit. (Rom. 8:16) The outward evidence to all men is a life of righteousness and true holiness (Rom. 6:22)

6. **Baptism in Water.** The ordinance of baptism of the Holy Spirit by who's indwelling the Christian is enabled to live a holy life.
7. **Baptism in the Holy Spirit.** The baptism of the Holy Spirit by who's indwelling the Christian is enabled to live a holy life.
8. **The Casting Out of Demons.** Believers are empowered to cast out demons in the name of Jesus Christ by the spoken Word of God and by prayer and fasting.
9. **Divine Healing.** Deliverance from sickness is provided for in the atonement and is the privilege of all believers. (Is. 53:4; Matt. 8:16-17; Mark 16:18-20; James 5:14-16)
10. **The Lord's Supper.** The Lord's Supper, consisting of the bread and the fruit of the wine, is a memorial of Christ's suffering and death and a prophecy of His second coming and is entrusted on all believers "until He comes." (Luke 22:17-20; I Cor. 10:16-17, 11:23-32)
11. **The Church.** The church is the body of Christ, the habitation of God through the Spirit, with divine appointments for the fulfillment of the Great Commission. Each believer born of the Spirit is an integral part of the Church. (Eph. 1:22-23; 2:19-22; Heb. 12:23)
12. **The Ministry and Evangelism.** A divinely called and scripturally ordained ministry has been provided by our Lord for a twofold purpose: (1) for the evangelization of the world and (2) the edifying of the body of Christ. (Mark 16:15-20; Eph. 4:11-13)
13. **The Redemptive Work of Christ.** The redemptive work of Christ on the cross provides healing for the human body in answer to believing prayer. (James 5:15)
14. **The Blessed Hope.** The rapture of the church in Christ second coming. (Rom. 8:23; I Cor. 15:51-52; I Thess. 4:16-18; Tit. 2:13)

Article VI. Ordinances

Baptism—The ordinance of baptism by water immersion in the Name of the Father, Son and Holy Ghost.

The Lord's Supper—The Lord's Supper is a symbolic act of obedience whereby members of the Church through partaking of the Bread and the Fruit of the Vine commemorate the death of Jesus Christ and anticipate his coming.

Anointing With Oil—The anointing of the sick with oil and laying on of hands for healing.

Dedication—The dedication of children shall be observed at stated times and whenever requested.

Marriage—Marriage shall be performed between a man and a woman at stated times after counseling with approval of the Pastor.

(Matt. 19:13-15, 28:19; Acts 2:38; I Cor. 11:23-25; James 5:14-16)

ARTICLE VII. OFFICERS.

Section 1. The officers of the church shall be the Pastor, President, Secretary, Treasurer, and the members of the Church Board of Directors.

Section 2. No officer of the Board shall be allowed to hold more than one office.

Section 3. All officers of the church must qualify according to the scriptural qualifications described in Acts 6:3, Romans 12:10-13, and I Timothy 3:8-13.

Section 4. No officer, with the exception of the Pastor, shall hold the same office for more than two consecutive terms except with two-thirds majority vote of the members.

Section 5. No person shall be considered eligible for nomination as an officer of the official board unless he has been a tithing member in good standing with the Church for at least six months and is at least 21 years of age.

ARTICLE VIII. MEMBERSHIP

Individuals shall be eligible for membership in this Church, who give evidence of personal living faith in the Lord Jesus Christ, are regular tithers and who voluntarily subscribe to the Beliefs of Faith and agree to be governed by the Constitution and By-Laws as herein stated.

ARTICLE IX. MEETINGS

Section 1. Meetings for public worship shall be held on each Sunday and during the week as may be provided for under the direction of the Pastor and the Official Board, under the leadership of the Pastor. The meetings shall consist of preaching, instruction and evangelism for all who wish to attend.

Section 2. Special Services; All Special Services will be set by the Pastor and aided by the Deacons and members of the Church.

Section 3. One (1) service notice shall be given to the Church for any business meeting. There shall be a regular business meeting held on the first Sunday night of every quarter. (Time may be changed to a different day that week to accommodate scheduling) There shall be an annual business meeting of the Church in the month of December at which time the reports of all officers shall be read and the election of officers shall take place.

Section 4. Special business meetings of the Church may be called by one service notice when necessary by the Pastor, Secretary or by the majority of the Board after notice has been given by the Pastor or by the Secretary.

Section 5. Quorum- No record of any regular or special business meeting of the Church shall be made unless majority or more voting members shall be present to constitute a quorum.

Section 6. The official board shall meet at least twice a year and at other times as it deems necessary to conduct business of the Church.

Section 7. No meeting other than official church meetings shall be called for the discussion of church affairs or business. Members attending or taking part in unauthorized meetings shall jeopardize their voting privileges.

Section 8. Charges of misconduct shall be in writing and must be signed by the accuser before official action is taken. Upon finding proof of misconduct, the official board may call a hearing and appropriate action be taken. No minutes shall be taken of these proceedings.

Section 9. The Lords Supper. The Lords Supper is a symbolic act of obedience whereby members of the Church through partaking of the Bread and the Fruit of the Vine commemorate the death of Jesus Christ and anticipate His coming.

1. **The Lord's Supper shall be observed at least quarterly on the first Sunday of each quarter.**
2. **The Lords Supper will be during the morning worship hour.**
3. **The Pastor and Deacons are responsible for the administration of the Lord's Supper.**
4. **The Deacons are responsible for the physical preparation of the Lord's Super.**

ARTICLE X. FINANCES

The Church shall be financed according to the scriptural method of Tithes and Offerings by the members and friends of the congregation. (Mal. 3:10; Matt 23:23; Heb 7:4-9; 1 Cor. 16:1-2; 2 Cor. 9:1: 6-15)

ARTICLE XI. PROPERTY.

Section 1. All property (real or chattel) shall be taken, held, sold, transferred or conveyed in the name of the Church.

Section 2. No real property of the Church shall be sold, leased, mortgaged or otherwise alienated without authorization by at least a two-thirds majority vote by the membership at a regular or special business meeting of the Church, solely called for the purpose of consideration of the proposal.

Section 3. Chattels of the value of \$10,000.00 or more shall be subject to the same restrictions as given in Section 2 for real property. In order to expedite the business of the Church, the Official Board shall have the right to dispose as they see fit of chattels, singly or in the aggregate, below the value of \$10,000.00.

Section 4. The Pastor and the Secretary of the Church shall certify in such conveyance, lease, or mortgage that the same has been duly authorized by the vote of the membership or by the official board if Section 3 applies. Such certificate shall be held to be conclusive evidence thereof. A listing of all chattels covered by Section 3 above of the value of \$10,000.00 or more shall be listed and be presented by the Treasurer at each business meeting and included in the minutes of such meetings.

Section 5. In the event that the Church here in mentioned ceases to function as a Church body, then the mentioned property, real or chattel may be disposed of and the entire proceeds shall be handed over to a religious, charitable organization similar in purpose in Article II, that is qualified for exemption under Sec. 501(c) (3), Internal Revenue Code. The official board is empowered with the authority to conduct this transaction upon the consent of two-thirds of the membership of the Church in a meeting specifically called to discuss this matter.

Article XII: Amendments

Amendments to this constitution may be made by a 2/3 vote of the members of the Church who are in attendance at any regular business meeting or special business meetings called for purpose, provided that due notice be given at public services two weeks prior to the proposed change. Each amendment shall be presented in writing at the previous meeting and copies of the proposed amendment furnished to each member present.

By-Laws

Article I. Membership

Section 1. Standards of Membership

- a) Evidence of a genuine experience in regeneration. (John. 1:12-13; 3:3 ; 1 Pet. 1:18-25)
- b) Evidence of consistent Holy Christian life. (Rom. 6:4, 11-13; Eph. 4:1-3,15, 17-32; 1 John 1:6-7)
- c) Baptism in water by immersion. (Matt. 28: 19-20; Rom. 6:1-12; Acts 8:36-38)
- d) Full adherence to the "Beliefs" as set forth in the Constitution.
- e) Willingness and faithfulness to tithe and contribute regularly to the support of the Church according to his/her ability. (Acts. 11;29; 1 Cor. 9:13-14; 11 Cor. 9:7; 16:1-2 ; 8:1-4)

Section 2. Standards of Family Life

- a) **Marriage**: All marriages shall be conducted in accordance with the Scriptures. Marriage is honorable in all. (Heb 13:4; 1 Cor. 7:9; Eph. 5:22-31; 2 Cor. 6:14; Matt. 19: 5-6; Mark 10: 7-9)
- b) **Divorce**: Divorce is acceptable only as provided in the Scriptures. (1 Cor. 6:15-20; 7:10-11, 39; Mark 10:7-12; Matt. 19:5-11; Mal. 2:15-16)

Section 3. Voting Privileges

- a) All active members of the Church.

Section 4. Reception of Members

- a) Persons desiring to become members of the Church shall make the fact known to the Pastor; the Pastor shall examine the applicant according to the standard of membership.
- b) The Pastor shall present to the Church those who apply for membership with his recommendation. After due consideration, those recommended by the Pastor shall be publicly welcomed and entered into the Church's' membership book.

Section 5. Discipline and Revision of the Roster

- a) Any member of the Church who shall willingly excuse himself/herself from the regular services for a period of one month shall be contacted by the Pastor and/or by the Committee. Prolonged absence without reason will result in suspension of voting rights. Any member, under charges, shall be temporarily suspended from the voting membership pending investigation and final decision in his/her case.

- b) Unscriptural conduct or doctrinal departure from the Tenets of Faith held by this Church shall be considered sufficient grounds for which any person may be disqualified as a member. Such discipline shall be made known to the congregation. (Matt. 18:15-17; Rom. 16:17; 1 Cor. 5:9-13; Tit. 3:10-11).
- c) The Board shall be authorized to revise the membership roll of the church semi-annually and to remove from the list of active members: the names of the deceased and those who have withdrawn from the fellowship or may have fallen into sin and whose lives may have become inconsistent with the standards of the church.
- d) If a member is removed for cause, the one whose name is removed shall be notified of the Board's action by the Secretary.

Article II. Duties of Officers

Section 1. The Pastor

The Church finds its leadership under the Lord Jesus Christ in its Pastor. He should be honored in his sacred office as the spiritual head of the Church, and shall be general supervisor of all its activities. He shall provide for all the services of the Church and shall arrange for all special meetings, giving due regard to the Church. No person shall be invited to speak or preach without his approval.

Section 2. The President

He shall be the President of the corporation and shall be the chairman of all committees. He can call out the business meeting with the knowledge of the secretary.

Section 3. The Secretary

He shall call the meetings of the Board and regular and special Business meetings of the Church. He shall keep the minutes of the meetings of the Official Board and of the annual and special business meetings of the Church. He shall keep a record of the membership in the Church roster book and perform any other clerical duties as part of his responsibilities. He shall be the custodian of all legal documents and be in possession of the corporate seal. All official correspondence of the church shall be handled through the office of the church Secretary.

Section 4. The Treasurer

- a) He shall be entrusted with all the finances of the Church and shall keep at the discretion of the official board, an itemized record of receipts and disbursements in accordance with accepted business practice. He shall adhere to Article XI of the Constitution which governs the disposition of property, both real and chattel.

- b) All funds shall be disbursed by checks. Checks are to be signed by any two or three members of the Official Board, one of which must be the Treasurer or if covered by Section 2 above, such checks are to be signed by the two persons to whom authority is delegated by the Official Board.
- c) He shall present a financial report at the regular meetings of the Church.
- d) He shall present a financial status report to the general Church at the end of every quarter.
- e) His accounts should be audited under the direction of the Board.
- f) The financial records shall be open for examination by any member in good standing.

Article III. The Official Board

Section 1. The official board shall consist of the Pastor, President, Secretary, Treasurer, and Council Members.

Section 2. The President shall be the Chairman of the Official Board but in the event the Church is temporarily without a President, the Church shall be empowered to provide for their own chairman from the membership to conduct matters on behalf of the Church.

Section 3. They shall determine the amount of all salaries paid by the church. They shall employ temporary help for any work of the church and for the maintenance of the building.

Section 4. They may invite department heads or individuals to sit with the Board in conference but may not give them voting privileges of the official Board.

Section 5. They shall be authorized to make such expenditures as may be necessary to conduct business and to make such purchases as are required for normal operation. They may negotiate loans when such do not require alienation of property. They may sell or otherwise dispose of any chattel of the value of \$1,000.00 or less without the vote of the Church.

Section 6. They shall act in the capacity of a public committee if the Church is without a Pastor or Associate Pastor. In the temporary absence of the Pastor or Associate Pastor the Board shall act with respect to the wishes of the Pastor or Associate Pastor.

Section 7. They shall meet and inspect all real property proposed for purchase, sale, or other disposition for a period of six months in order to make an appropriate recommendation for consideration at the upcoming business meetings.

Section 8. The Church Council

- a) The Church Council shall consist of a Pastor, President, Secretary, Treasurer and elected members.
- b) They shall conduct all the routine business of the Church and provide for the orderly conduct of all church business according to accepted business practice.
- c) They shall have all governing rights not specifically delegated to others.
- d) They shall meet quarterly for the conduct of routine business and at other times when necessary.
- e) They may invite department heads or individuals to sit with the committee in conference but may not give them the right of voting with the church council.

Article IV. Annual Business Meeting

The annual business meeting of the church shall be held in December. Due notice of this meeting shall be given at the Sunday service two weeks prior to the meeting by the Secretary. In addition, any proposals for discussion shall be made known to all members at the two Sunday morning services prior to the meeting dates.

Article V. Elections and Vacancies

Section 1. The President, Secretary, Treasurer and the Church Council members shall be elected annually by majority vote by the Church members.

Section 2. Those elected at any business meeting shall assume their offices as of the date of their election.

Section 3. SECRET BALLOT

- a) All nominative elections shall be by secret ballot.
- b) All other elections shall be held by secret ballot by request from the majority of members.

Section 4. VACANCY IN THE PASTORATE

- a) In case of vacancy in the Pastorate, the Board, acting in the capacity of a Pulpit Committee, after prayerful inquiry and judicious council, with the leading of the Holy Spirit, shall select an available Scripturally qualified Minister as nominee to the office of Pastorate and without delay, shall present his name for approval by the Church. A majority vote shall be required for such an appointment.
- b) Should the Pastor/Associate pastor resign, he should give 30 days notice of his intention. If the Pastor's term is not extended he shall be granted sixty days to find another position. Except where moral turpitude is involved when he shall be dismissed immediately.
- c) Should the Pastor/Associate Pastor teach contrary to Gospel of Christ, or cause dissensions, or in any way prove his inability or unfitness as a Pastor shall be removed by a majority vote of qualified members of the Church at a special meeting called for that purpose by the Secretary of the Church with the approval of the Board members. Such a meetings shall be presided over by the President of the Church.

Section 5. VACANCY IN OTHER OFFICES

- a) Any other office may be declared vacant by an act of the majority of the Board. Grounds for such action shall be:
 - i. Unscriptural Conduct
 - ii. Doctrinal Departure from the Tenets of Faith
 - iii. Incompetence in Office
 - iv. Insubordination
- b) Any irregular vacancy shall be filled at the next regularly held business meeting by the same elective procedures established for annually scheduled election in December. Such elections

shall be for the unexpired term of the vacated office. The Board is empowered to fill by appointment any irregular vacancy until the next congregational business meeting.

Article VI. Departments

Section 1. Sunday School

- a) The Sunday school shall be conducted as a branch of the activities of the Church.
- b) The Sunday School Superintendent and teachers shall be elected annually by the church membership by a majority vote.
- c) The officers of the Sunday school together with the President shall constitute the executive committee of the Sunday School.
- d) Sunday School funds shall be committed to the custody of the Church Treasurer. Sunday School business is subject to review of the official board who shall have final authority in disputes.

Section 2. Youth Department

The Youth Department shall be known as The Truth Outreach Youth. The purpose of this department shall be to promote fellowship and service among the young people of the Church. It should be organized as subservient to the Church body and under the supervision of the Pastor. A Youth Pastor shall be elected annually by the church members by majority vote. The Truth Outreach Youth Fellowship funds shall be committed to the custody of the church Treasurer. The Truth Outreach Youth Fellowship business is subject to review of the official Board who shall have final authority in case of dispute.

Section 3. Women's and Men's Ministry

The women and men of the Church shall constitute these separate Fellowships. They shall each have a Coordinator who will work under the guidance of the Pastor. They shall meet at stated times for the purpose of fostering closer fellowship, engaging in intercessory prayer for various requests and to assist in the Church ministry in a practical way.

Article VII. Finance

Section 1. The Board shall determine all salaries subject to Article III, Section 3 and shall have general supervision in all financial matters in every department of the Church. All records are subject to audit.

Section 2. The amount and manner of the Pastor's financial support shall be determined by the Board, and any agreement is subject to ratification by the Church by a majority vote at any regular or special business meeting when such vote is requested and subject to Article III Section 3 of the By-Laws.

Section 3. No money transactions may occur unless done with the knowledge and consent of the President, Secretary and Treasurer. At least two signatures are required for money withdrawals,

Article IX. Amendments

These By-Laws may be amended at any regular or special business meetings of the Church by a two-thirds majority vote by the membership present provided that public notice of two weeks has been given of intent of proposed changes of By-Laws and proposed amendments have been announced publicly on the two Sundays prior to the date of meeting by the President or the Secretary. If any member(s) want to make an amendment to the Constitution, he or she shall turn the same in writing to the Church Board for their review at least three weeks prior to the business meeting.

Article X.

All the church records, documents, materials, papers or any other church property must be turned over to the church within two weeks of discontinuing or resigning from any Church office. Legal action under South Carolina Law will be undertaken if otherwise.