

716445

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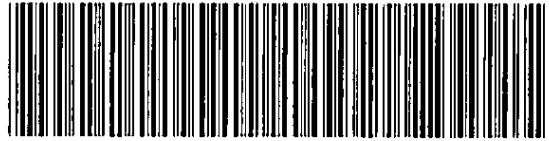
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Mount Olive Gardens No. 1, Inc.

**DOCUMENT NUMBER:** 716445

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Elaine Johnson James

(Name of Contact Person)

Elaine Johnson James, P.A.

(Firm/ Company)

P.O. Box 31512

(Address)

Palm Beach Gardens, FL 33420

(City/ State and Zip Code)

ejames@elainejohnsonjames.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Elaine Johnson James

561

245-1144

(Name of Contact Person)

at

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

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|--|---|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|---|---|--|

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

Mount Olive Gardens No. 1, Inc.

FILED

(Name of Corporation as currently filed with the Florida Dept. of State)

716445

2024 FEB 28 AM 10:15

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

c/o New Mount Olive Baptist Church

400 NW 9th Avenue

Fort Lauderdale, FL 33311

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: Elaine Johnson James

255 Evernia Street, Apt. PH-11

(Florida street address)

New Registered Office Address:

West Palm Beach

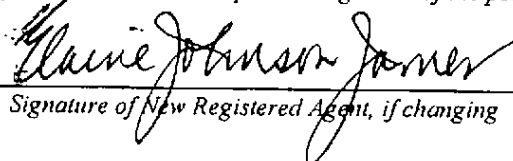
(City)

Florida 33401

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.



Signature of New Registered Agent, if changing

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add  <input type="checkbox"/> Remove	<u>P, D</u>	<u>Jonathan Allen</u>	<u>New Mount Olive Baptist Church</u> <u>400 NW 9th Avenue</u>  <u>Fort Lauderdale, FL 33311</u>
2) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input checked="" type="checkbox"/> Remove	<u>P, D</u>	<u>Avolene Change</u>	<u>1700 NW 6th Place, Suite 2-102</u> <u>Fort Lauderdale, FL 33311</u>
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>S, D</u>	<u>Dorothea P. Payton</u>	<u>1700 NW 6th Place, Suite 2-102</u> <u>Fort Lauderdale, FL 33311</u>
4) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add  <input type="checkbox"/> Remove	<u>V, S, D</u>	<u>Tammy Lumpkin Starks</u>	<u>New Mount Olive Baptist Church</u> <u>400 NW 9th Avenue</u>  <u>Fort Lauderdale, FL 33311</u>
5) <input type="checkbox"/> Change <input type="checkbox"/> Add  <input checked="" type="checkbox"/> Remove	<u>D</u>	<u>Veronica Pino</u>	<u>1700 NW 6th Place, Suite 2-102</u> <u>Fort Lauderdale, FL 33311</u>
6) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add  <input type="checkbox"/> Remove	<u>T, D</u>	<u>Ronald Holt</u>	<u>New Mount Olive Baptist Church</u> <u>400 NW 9th Avenue</u>  <u>Fort Lauderdale, FL 33311</u>

**E. If amending or adding additional Articles, enter change(s) here:**

*(attach additional sheets, if necessary). (Be specific)*

Add D -- Kevin Anderson, New Mount Olive Baptist Church, 400 NW 9th Avenue, Fort Lauderdale, FL 33311

Add D -- Beverly Jackson, New Mount Olive Baptist Church, 400 NW 9th Avenue, Fort Lauderdale, FL 33311

Lined area for text entry.

The date of each amendment(s) adoption: February 17, 2024, per attached Final Judgment of Feb. 7, 2024, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

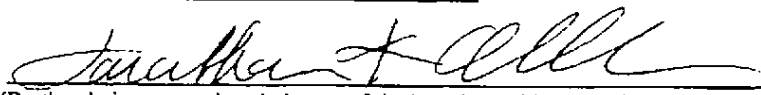
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated February 21, 2024

Signature   
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jonathan Allen  
(Typed or printed name of person signing)

President  
(Title of person signing)

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

Case No.: CACE-19-001843 (26)

NEW MOUNT OLIVE BAPTIST CHURCH, INC.  
and JAMES T. HOUSTON, as Director and on  
behalf of MOUNT OLIVE GARDENS NO. 1, INC.,

Plaintiffs,

v.

MOUNT OLIVE GARDENS NO. 1, INC.,  
AVOLENE CHANGE,  
DOROTHEA PAYTON, and  
VERONICA PINO.

Defendants.

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FILED  
2024 FEB 28 AM 10:15  
CLERK OF COURT  
BROWARD COUNTY, FLORIDA

**FINAL JUDGMENT**

THIS CAUSE is before the Court on Plaintiff, New Mount Olive Baptist Church, Inc.'s ("CHURCH") Verified Fourth Amended Complaint against Defendants, Mount Olive Gardens No. 1, Inc. ("MOGI"), Avolene Change, Dorothea Payton, and Veronica Pino, regarding Count I for Declaratory and Injunctive Relief. A three-day bench trial was held on November 14, 15 and 17, 2023.

The Court has carefully reviewed the entire trial record and is otherwise fully advised in the premises. Accordingly, after due consideration, and for the reasons further stated herein, the Court finds by a preponderance of the evidence as follows:

**COUNT I**  
**DECLARATORY AND INJUNCTIVE RELIEF BY NEW MOUNT OLIVE**  
**BAPTIST CHURCH, INC. AGAINST ALL DEFENDANTS**

This Court has jurisdiction pursuant to Chapter 86, Florida Statutes.

*Fla. Stat. § 86.021 Power to construe.*—Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

Plaintiff, CHURCH has demonstrated both a legal and equitable interest to have this Court construe its rights under *Fla. Stat. § 86.021* relating to the original 1969 Articles of Incorporation of MOGI and the facts and circumstances relating to the subsequent amendments thereto.

**HISTORY AND RELATIONSHIP BETWEEN THE CHURCH AND MOGI**

At issue in this case is this Court's interpretation as to whether any rights, legal and/or equitable, were conferred upon the CHURCH, and/or duties and/or obligations imposed upon MOGI, by and/or through the 1969 MOGI Articles of Incorporation, and if so, were those rights and/or obligations legally altered and/or affected by the 2016 and 2018 amendments made by the then-acting MOGI board of directors, and in accordance therewith, what, if any, are the CHURCH's rights today in relation to these documents and the actions taken by the MOGI board of directors.

The original Articles of Incorporation for MOGI include the following unambiguous language:

Article I (c): The principal office of this Corporation will be located at 401 N.W 9 Avenue, Fort Lauderdale, Florida. [This is the main business address and the location of the CHURCH].

Article II (a): The general nature of the objects and purposes of this corporation shall be to provide, on a non-profit basis, housing for low and moderate income families and families displaced from urban renewal areas or as a result of government action, where no adequate housing exists for such



groups, pursuant to Section 221 (d)(3) of the National Housing Act, as amended. [The CHURCH is identified by name and address as the "Sponsor" on the U.S. Housing and Urban Development (HUD) mortgage insurance form dated December 2, 1970, for the subject property that was designated as the Mt. Olive Garden No. 1, Inc. Project].

Article IV: Membership in the Corporation shall, at all times, be limited to individuals who are either directors of [the CHURCH], or members of [the CHURCH], and who have the approval of the Board of Trustees of [the CHURCH]. (Emphasis added).

In the event that a [MOGI Director] ceases to be a director of [the CHURCH], or, if the aforesaid approval is withdrawn, then in either event, such shall constitute automatic resignation as a member and director of [MOGI].

The 2016 MOGI amendment to the Articles of Incorporation removed the language identified above from Article IV and replaced it with the following:

This corporation shall have no less than three (3) and no more than (9) Directors as determined by the Board of Directors of this corporation. Directors shall be selected by individual members of the Board of Directors and elected by a majority vote of the Board of Directors.

Each director of the corporation shall be a member of New Mount Olive Baptist Church, Inc., of Fort Lauderdale, FL who is not an employee, trustee, director, officer or person who is principally, financially, legally or otherwise obligated, sworn or committed to serve the best corporate interest of New Mount Olive Baptist Church, Inc. before or over the best interest of Mount Olive Gardens No.1 Inc. The term of service for directors of this corporation shall be determined by the Board of Directors as set forth in bylaws for the corporation. In the event that a MOGI Director ceases to be a member of [the CHURCH] such event shall constitute automatic resignation from the MOGI BOD and the vacancy shall be filled by the MOGI Board of Directors pursuant to the Corporations Bylaws.

The 2018 MOGI amendment to the Articles of Incorporation removed the language identified above from the 2016 amendment to Article IV, to wit:

Each director of the corporation shall be a member of New Mount Olive Baptist Church, Inc., of Fort Lauderdale, FL who is not an employee, trustee, director, officer or person who is principally, financially, legally or otherwise obligated, sworn or committed to serve the best corporate interest of New Mount Olive Baptist Church, Inc. before or over the best interest of Mount Olive Gardens No.1 Inc.

and, replaced it with the following:

Members of the Mount Olive Gardens No.1., Inc.'s Board of Directors are not required to be members of New Mount Olive Baptist Church.

MOGI was originally established by the CHURCH to carry out a ministry of the CHURCH, namely, to provide low income housing for persons in need in the community in a manner that was consistent with the operating principles of the CHURCH. Mr. Thurston was a MOGI board member from approximately 1998 to 2015, and he was the MOGI

Property Manager for many years. Thurston testified that MOGI was established by the CHURCH and CHURCH leaders to help alleviate the shortage of low income housing in Ft. Lauderdale.

As noted on the federal HUD mortgage insurance form from 1970, the CHURCH was the "Sponsor" for MOGI. Thurston testified that, in order to shield the CHURCH from potential liability, the CHURCH formed MOGI to carry out the CHURCH ministry. MOGI was formed by the CHURCH with a board of directors that consisted of CHURCH trustees and officers that were all members of the CHURCH. Thurston further testified that, during his tenure at MOGI, and in his capacity as both a board member and property manager, he shared monthly operational information, he provided other information to the CHURCH as requested by the CHURCH, including annual audits, and he regularly met with CHURCH leadership to discuss issues associated with MOGI. Each of the original incorporators of MOGI were either directors, trustees, and/or members of the CHURCH.

Mr. James Davis, Esquire, a tax attorney and an expert witness in regard to the formation and organization of non-profit organizations, testified that, as it pertains to associated non-profit corporations, specifically to relationships between a primary organization and a secondary associated organization, the originating primary organization may include controlling language in the secondary organization's charter documents, including but not limited to the secondary organization's articles of incorporation, thereby establishing a control element over the supporting organization (such as controlling the membership of the secondary organization's board of directors), to the extent that the secondary organization will further the objectives and be controlled by the primary organization.

Davis further testified that the language contained in Article IV of the MOGI 1969 Articles of Incorporation is an example of a control element that a non-profit primary organization might use in the charter document of a supporting organization to permit the

primary organization to maintain control over the composition of the secondary non-profit entity's board of directors. In addition, as it pertains to associated non-profit entities, Davis testified that "interlocking directorships [where both entities have the same directors at the time the secondary organization is incorporated or reincorporated] are fundamental and the primary methodology of a primary organization creating control over a secondary entity". At the time MOGI incorporated, 1969, both MOGI and the CHURCH had the same directors.

Avolene Change, a MOGI board member (and chairperson) for over 20 years testified that from the time she became a MOGI board member, "The board of trustees has never appointed anyone to the board. Names were submitted to the [MOGI] board of directors [by the MOGI board of directors] and then the board voted on the directors. It was a board decision." Change testified that "I don't think that it [the MOGI board of directors] has to be populated with members of Mount Olive Baptist Church. I think it has to be populated with who best serves that property" ... and it "doesn't have to be members of the church." In regard to the "term" served by MOGI board members, Change did not testify on any specific term that a MOGI board member was authorized to serve in accordance with corporate by-laws but she did testify that a term could be anywhere from 1-100 years without further elaboration.

No evidence was submitted at trial that would demonstrate that any of the MOGI directors, subsequent to Change becoming a director in approximately 1998, had been "approved" by the CHURCH board of trustees or a similarly acting (or renamed) body of the CHURCH or that the MOGI board of directors ever sought "approval" from the CHURCH in regard to these directors. Reverend Marcus Davidson, the current Pastor of the CHURCH testified that there has always been trustees at the CHURCH, the board of trustees was renamed the Trustee Ministry but served the same purpose, and that the five trustees also serve on the CHURCH Ministry of Directors.

Change testified that in 2015, she had received an email from Dr. Davidson, the pastor of the Church, communicating to her in his capacity as a member of the CHURCH Board of Trustees, and that Davidson was "trying ... to put people on the board [of MOGI]." Change also testified that she also had received a letter from the Church Board of Trustees in February, 2016, advising the MOGI board that the CHURCH was appointing Deacon Jonathan Allen to the MOGI board. MOGI board member Earnest King notified the MOGI board and Change by email that he was nominating Allen in December, 2015. Change testified that, to her knowledge, the "Board of Trustees" had been either disbanded or changed its name (the CHURCH "renamed what used to be the board of trustees") and that she believed that no such named body was still in existence at the CHURCH. The MOGI board never voted on the appointment thereby rejecting the appointment of Allen by the CHURCH.

Change testified that Rudy Cooper, Cass Dixon, James Houston, Robert Ingram, Earnest King, Dorethea Payton, and herself (the 7 MOGI board members) were present during the 2016 vote to amend the 1969 Articles of Incorporation. No evidence was submitted to this Court that any of the above-named individuals were ever approved by the CHURCH to serve as directors or that any of the above-named individuals had the "approval of the CHURCH board of trustees (or the renamed equivalence thereof) as required by the 1969 Articles of Incorporation. King was not in the room and did not participate in the vote. King testified that Change asked him to leave the room because of a possible conflict, when he came back into the room he was informed that, as the result of the vote to amend the articles that had occurred in his absence, he was no longer a member of the MOGI board. As a result of the vote, King, who was an officer of the CHURCH, was effectively removed from the board for his affiliation therewith. The evidence before the Court established that the above-named individuals were placed on the MOGI board through the suggestion of another board member without any attempt to gain "approval" by the CHURCH.

On April 26, 2016, the MOGI board approved and executed an Articles of Amendment to [1969] Articles of Incorporation. On February 15, 2018, the MOGI board

approved and executed a second Articles of Amendment to [1969] Articles of Incorporation. Change testified that "After we paid the [HUD sponsored 1970] mortgage off in 2010, we [the MOGI board] could do whatever we wanted with the property" ... "Once the mortgage was paid off in 2010, we had – according to the same document [the 1969 Articles of Incorporation], we had a right to change whatever we wanted to." Payton testified that she was aware of the relationship between the CHURCH and MOGI but that she believed the relationship changed in approximately 2010 when the original mortgage on the property was paid off. She stated that in 2023, she believed that there was no longer a relationship between MOGI and the CHURCH.

In reference to the 2016 and 2018 amendments, when asked if the MOGI board could amend the 1969 Articles of Incorporation in any way that the board desired, Payton testified that subsequent to 2010, it was her understanding that MOGI could amend the 1969 Articles of Incorporation in any way "as long as it's consistent with the mission set in place when the property was first built, when the mission was first started ... I'm going back to the initial mission, which has never changed by the way, from the date of inception. Even up until today the mission has never changed."

In coming to their conclusion that the MOGI board could amend the 1969 Articles of Incorporation in any manner that they desired subsequent to the MOGI mortgage being paid off in 2010, these MOGI directors, Change and Payton, were relying on the language in Article VI of the 1969 Articles of Incorporation, to wit:

So long as the mortgage on the Corporation's property is insured or held by the Federal Housing Commissioner, these Articles may not be amended without the prior written approval of the Commissioner.

The MOGI directors' reliance on the Article VI language is misplaced and without merit. The scope of the MOGI board's authority under the charter has always been limited to acting in accordance with the unambiguous language of the charter, including the duties and obligations created thereby. The paying off of the mortgage in 2010 did not affect anything other than MOGI's requirement to receive the Commissioner's written approval

to amend the charter prior to the satisfaction of the mortgage.

The 2016 Amendment substantively changed the 1969 MOGI Articles of Incorporation.

Pastor Davidson testified that Change informed him on a Sunday that she was moving to Texas, he reached out to her on the following day and did not receive a response (then or at any time thereafter), and that she and the MOGI board attempted to amend the 1969 MOGI Articles of Incorporation to provide that MOGI directors did not have to be members of the CHURCH on the next day. Davidson further testified that Change's statement that she was leaving and moving to Texas, as well as her discontinuing attending services, discontinuing financial contributions and discontinuing participation in other CHURCH events "is the pattern of a person who has shared that they are no longer a member of the church."

Davidson, the CHURCH Pastor, testified that he no longer considered Change to be a member of the Church as a result of her personally informing him that she was leaving and her actions of discontinuing participation in all CHURCH functions, including her nonresponsive behavior and the discontinuance of all contact with the CHURCH. As Pastor of the CHURCH, Davidson was authorized to determine who was or was not a member of the CHURCH. Nothing in the 1969 Articles of Incorporation authorize or empower an individual to self-determine if they are a "member" of the CHURCH for the purpose of meeting the qualifying criteria to serve as a MOGI director.

Change testified that she was still a member of the CHURCH after she moved to Texas in January, 2018. "until I joined another church." Change's testimony was that she moved to Texas in approximately late January or early February, 2018, then purchased her house in Texas in February, 2018. She testified that from the date that she moved to Texas, she ceased attending weekly services, terminated her monthly giving (which she had

consistently done previously from the 1980's), and moved away from the community where MOGI and the CHURCH maintained their operational premises and principal places of business.

Payton had moved to Tennessee in December, 2017, and she no longer attended the CHURCH, she no longer provided financial support as she had previously done while she lived locally, and she no longer participated in any other CHURCH activities. Change had moved to Texas in either late January or early February, 2018, and she no longer attended the CHURCH, she no provided financial support as she had previously done while she lived locally, and she no longer participated in any other CHURCH activities. By any reasonable interpretation of the meaning of CHURCH membership, both Payton and Change had voluntarily abandoned and/or purposely chose to relinquish all indicia of membership in the CHURCH prior to voting on the 2018 Amendment to the 1969 Articles of Incorporation whereby the MOGI board of directors attempted to strip the requirement of CHURCH membership from the qualifying criteria to be a MOGI board member.

Mr. Edward Pollard, a MOGI board member in January and February 2018, testified that both during a January 2018, meeting of the board and the February, 2018, meeting of the board at which the 2018 Amendment was adopted, he was informed by Change and Payton that the 1969 Articles of Incorporation restriction that provided the requirement for directors of MOGI to be members of the CHURCH had to be changed in order to allow these fellow directors, Change and Payton, to remain on the MOGI board (Payton had already moved to Tennessee and Change had or was already in the process of moving to Texas). Mr. Robert Ingram, also a member of the MOGI board in January and February 2018 testified that the reason the board voted to amend the 1969 Articles of Incorporation provisions requiring CHURCH membership was because fellow board member Payton had already moved to Tennessee and Change was either in the process of moving or had already moved to Texas.

The 2018 Amendment substantively changed the 1969 MOGI Articles of Incorporation.

The 2018 Amendment attempted to remove the charter requirement that any and all MOGI board members had to be members of the CHURCH. While no evidence was submitted to this Court demonstrating specific criteria for membership in the CHURCH, the witnesses provided this Court with consistent testimony suggesting certain indicia of being a "member", including but not limited to regularly attending CHURCH services, providing financial support, residence within and/or reasonably close to the surrounding community, and otherwise participating in CHURCH activities.

Subsequent to 2018, MOGI board members Pollard, Houston and Ingram resigned. The two remaining board members, Payton and Change, selected Veronica Pino as the current and third member of the MOGI board of directors. Pino does not live in the immediate community served by the CHURCH, she was not and still is not a member of the Church, and she was never submitted for approval by the CHURCH. The current MOGI board of directors now consists of Change (living in Texas and the member of a church in Texas), Payton (living in Tennessee and a member of a church in Tennessee) and Pino (living in Dade County, not a member of the CHURCH).

### **CONCLUSION**

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. MOGI is an outreach ministry of the CHURCH established in 1969 by CHURCH leadership, officers, directors and trustees, for the purpose of providing low cost housing in Ft. Lauderdale, Broward County, Florida;
2. The unambiguous language of the 1969 MOGI charter Articles of Incorporation established both legal and equitable rights on behalf of the CHURCH to ensure that the MOGI board of directors would further the objectives of the CHURCH in providing low cost housing in a manner that is consistent with the original MOGI charter;
3. Article IV of the 1969 MOGI Articles of Incorporation establishes a control

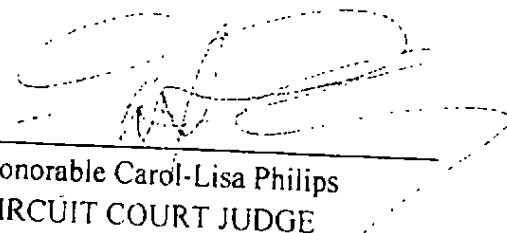


element accruing to the benefit of the CHURCH whereby MOGI directors are limited to individuals who are either directors of the CHURCH, or members of the CHURCH, and who have the approval of the Board of Trustees of the CHURCH. Article IV provides a mandatory requirement that all MOGI directors must be a director or member of the CHURCH and be approved by the CHURCH board of trustees or the similarly functioning leadership body of the CHURCH;

4. Article IV of the 1969 Articles of Incorporation established a duty and obligation owed by MOGI to the CHURCH to operate in a manner that is consistent with the MOGI charter document;
5. MOGI produced no competent evidence that any MOGI director received approval from the CHURCH board of trustees or the equivalent leadership body exercising similar functions for the CHURCH beginning from approximately 1998, through the date of the trial;
6. MOGI's failure to comply with the express provisions of its charter constitute a substantive breach of the duties and obligations owed to the CHURCH by MOGI, and said failure to comply is inconsistent with and contrary to the operational authority granted to the MOGI board of directors by and through its 1969 Articles of Incorporation;
7. The 2016 Amendment to the 1969 MOGI Articles of Incorporation removed a substantive and key control element from Article IV, namely removing the possibility of CHURCH directors, officers or employees from serving on the MOGI board. The MOGI charter required that MOGI board members be "either directors or members" of the CHURCH, and as such, the barring of CHURCH "directors" from serving on the MOGI board is inconsistent with and contrary to the authority granted to the MOGI board in the 1969 Articles of Incorporation. Said 2016 Amendment is therefore void and the MOGI board had no authority to adopt the amendment. *See Word of Life Ministry, Inc. v. Miller*, 778 So. 2d 360, 362-365 (Fla. 1<sup>st</sup> DCA 2001).
8. The 2018 Amendment to the 1969 MOGI Articles of Incorporation removed a substantive and key control element from Article IV, namely removing the requirement that all MOGI directors be "members" of the CHURCH. The MOGI charter required that MOGI directors be either "directors or members" of the CHURCH, and as such, removing the requirement that MOGI directors be members of the CHURCH is inconsistent with and contrary to the authority granted to the MOGI board in the 1969 Articles of Incorporation. Said 2018 Amendment is therefore void and the MOGI board had no authority to adopt the amendment. *See Word of Life, supra*.
9. As it relates to Article IV determination of "member" for purposes of qualifying to serve as a MOGI director, the Pastor of the CHURCH is authorized to make

- that decision and the Pastor's decision is determinative of a person's status within the Pastor's CHURCH. The 1969 Articles of Incorporation does not authorize any person, outside of CHURCH leadership, to make a self-determination that they are a "member" of the CHURCH for the purpose of qualifying as a MOGI director under Article IV.
10. At the time the 2018 Amendment was adopted, neither Change nor Payton were "members of the CHURCH, in accordance with the Pastor's determination, and as such, they were considered to be automatically resigned from MOGI prior to voting on said amendment.
  11. The 1969 MOGI Articles of Incorporation is the current controlling charter of MOGI without any 2016 or 2018 amendments thereto.
  12. There are currently no MOGI directors who have been duly authorized in accordance with the 1969 MOGI Articles of Incorporation to serve on the MOGI board.
  13. Change, Payton, and Pino are without authority to act on behalf of MOGI and they shall take no further action for or on behalf of the MOGI board of directors.
  14. Change, Payton, and Pino shall preserve all documents, data and/or other property belonging to MOGI and shall cooperate in the transfer thereof to the CHURCH at a mutually agreeable time and place to be determined by the parties.
  15. The CHURCH shall, within twenty (20) days hereof, select from its directors and/or members the requisite number of duly qualified and CHURCH approved individuals and reconstitute a MOGI board of directors in accordance with the requirements of the 1969 MOGI Articles of Incorporation.
  16. The CHURCH shall file with this Court a status report supported by competent evidence demonstrating that it has complied with immediately preceding Paragraph 15 within twenty days hereof. In the event the CHURCH fails to comply herewith within the specified time, this Court shall place MOGI in Receivership to protect the best interests of MOGI residents and the ongoing operation of the non-profit entity until such time as the Receiver is able to ascertain and advise this Court of a recommended course of action that is in the best interests of MOGI and its residents.
  17. Each party shall bear their own attorney's fees and the court reserves jurisdiction as to taxable costs.
  18. The Court retains jurisdiction to resolve any post-judgment motions and matters associated with preceding Paragraphs 15-16, and enforce this Final Judgment.

**DONE AND ORDERED** in Chambers at Fort Lauderdale, Broward County,  
Florida, this 7 day of February, 2024.

  
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Honorable Carol-Lisa Philips  
CIRCUIT COURT JUDGE

*FINAL JUDGMENT*  
*CASE 9-001843*

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