

IN THE DISTRICT COURT OF APPEAL OF FLORIDA  
IN AND FOR THE SECOND DISTRICT

CHARITABLE FAITH, INC.,

Appellant, Defendant

v.

Case No. 2D23-2439  
L.T. No. 2021-CA-003817

PARADISE MISSIONARY BAPTIST  
CHURCH, INC.

Appellee, Plaintiff

/

---

REPLY BRIEF OF APPELLANT

---

On Appeal from the Circuit Court of the Thirteenth Judicial Circuit  
in and for Hillsborough County, Florida

Andy Dogali  
Florida Bar No. 0615862  
Alexis Selvy  
Florida Bar No. 1022451  
DOGALI LAW GROUP, P.A.  
19321 US Hwy 19 N., Suite 307  
Clearwater, FL 33764  
Telephone: (813) 289-0700

*Counsel for Appellant Charitable  
Faith, Inc.*

<b>I.</b>	<b>TABLE OF CONTENTS</b>	
<b>I.</b>	<b>TABLE OF CONTENTS</b>	2
<b>II.</b>	<b>TABLE OF CITATIONS</b>	3
<b>III.</b>	<b>STATEMENT OF THE CASE AND FACTS</b>	4
<b>IV.</b>	<b>SUMMARY OF REPLY ARGUMENT</b>	6
<b>V.</b>	<b>ARGUMENT</b>	7
	<b><u>A. Ecclesiastical Abstention: The Trial Court Should have Abstained</u></b>	7
	<b><u>B. The Order on Appeal Granted a Motion that was a Nullity</u></b>	14
	<b>1. From April 2011 through the Date of the Closing, Pastor Williams had no Authority to Unilaterally Speak for the Church or Retain Counsel on its Behalf</b>	14
	<b>2. Absent an Authorized Client, Counsel’s Filing was a Nullity</b>	19
	<b><u>C. The Order Determining Authority is Erroneous</u></b>	20
	<b>1. The Establishment Clause Required the Trial Court and This Court to Abstain</b>	20
	<b>2. Alternatively, the Order Determining Authority is Unsupported by the Evidence</b>	21
<b>VI.</b>	<b>CONCLUSION</b>	23
<b>VII.</b>	<b>CERTIFICATE OF SERVICE</b>	25
<b>VIII.</b>	<b>CERTIFICATE OF COMPLIANCE</b>	26

## II. TABLE OF CITATIONS

<i>Auguste v. Hyacinthe</i> , 346 So.3d 67 (Fla. 4th DCA 2022)	9, 10, 11, 12, 13, 20
<i>Diocese of Palm Beach, Inc. v. Gallagher</i> , 249 So.3d 657 (Fla. 4th DCA 2018)	9
<i>Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Bank of America, N.A.</i> , 321 So.3d 245 (Fla. 4th DCA 2021) (“ <i>Eglise III</i> ”)	8, 10, 11, 12, 20
<i>Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Seminole Tribe of Florida</i> , 2020 WL 43221 (S.D. Fla. 2020) (“ <i>Eglise I</i> ”)	10, 11, 12, 20
<i>Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Seminole Tribe of Florida</i> , 824 F. App'x 680 (11th Cir. 2020) (“ <i>Eglise II</i> ”)	10, 11, 12, 20
<i>In re 73 Engle-Related Cases</i> , 239 So.3d 166 (Fla. 1st DCA 2018)	19
<i>Malichi v. Archdiocese of Miami</i> , 945 So.2d 526 (Fla. 1st DCA 2006)	8
<i>Napolitano v. St. Joseph Cath. Church</i> , 308 So.3d 274 (Fla. 5th DCA 2020)	13
<i>Ruffin v. Kingswood E. Condo. Ass'n, Inc.</i> , 719 So.2d 951 (Fla. 4th DCA 1998)	8
<i>State v. Young</i> , 974 So.2d 601 (Fla. 1st DCA 2008)	8
<i>Watson v. Jones</i> , 80 U.S. 679 (1871)	9
<i>84 Lumber Co. v. Cooper</i> , 656 So.2d 1297 (Fla. 2d DCA 1994)	8

### **III. STATEMENT OF THE CASE AND FACTS**

In the trial court, attorney Ann Allison and attorney Shane Costello, each ostensibly on behalf of Defendant Paradise, made various filings. By motion dated October 9, 2023, attorney Allison filed a motion to strike the filings of attorney Costello as unauthorized, demonstrating that the trial court should exercise ecclesiastical abstention, that Pastor Williams had no standing, and that neither he nor his attorney were authorized to appear for the Church. Appx. 28:358-413. These issues were also presented at a hearing on October 10, 2023:

The Court cannot rule. Judge, you need to examine your own subject matter jurisdiction. I don't believe the government can jump in and tell churches and people involved where their money is going to go... there's a lot of case law that I cite in my brief under the ecclesiastical abstention doctrine... if they ask you to make a decision about money, for example, or who's in control of the money, those are the very things the court is not allowed to do because under the establishment clause, it makes it look like your [sic] siding with Mr. Costello instead of my client, the church, and now the government is behind one faction more so than others. So, Your Honor, I believe you can't even rule on this.

Appx. 29:418-419.

The trial court never ruled on the motion to strike or on the issue of ecclesiastical abstention.

Through early 2024, attorneys Allison and Costello, each ostensibly on behalf of Appellee Paradise, also made various filings in this Court, including attorney Allison's April 18, 2024 Verified Motion to Strike the filings of attorney Costello as unauthorized. On April 30, 2024, Appellant joined in the Motion to Strike.

On May 3, 2024, this Court remanded the case to the trial court for the purpose of determining the identity of the present board of directors of Appellee.

On June 18, 2024, the trial judge entered an Order Determining Authority. In doing so, she held no hearing, took no evidence, and heard no argument. Instead, she invited proposed orders and signed the proposed order presented by Appellee. The Order Determining Authority concludes:

Because the Purchase Funds were never disbursed to the seller Paradise Church in compliance with the Final Judgment and as required by the Contract, the resignation of Frank Williams and the ratification of removal of Cannella Jefferies as directors of Paradise Church has not yet taken legal effect...

Therefore, Mr. Williams and Ms. Jefferies remain the directors in control over Paradise Church until the Purchase Funds are disbursed in compliance with the Court's Final Judgment and its Order Enforcing and Clarifying Final Judgment.

Order Determining Authority, ¶¶ 17-18.

On July 11, 2024, this Court adopted Judge Peacock's findings, struck Ms. Allison's filings, and recognized attorney Costello as the sole counsel authorized by Appellee. On July 12, 2024, Appellee dismissed the cross-appeal initiated by attorney Allison.

Attorney Allison filed a motion to reconsider this Court's July 11, 2024 Order; on August 6, 2024, the motion to reconsider was denied.

#### **IV. SUMMARY OF REPLY ARGUMENT**

The trial court committed error by ruling on Appellee's motion. The motion asked the trial court to declare which of the Church's two sets of leaders will control the disposition of the sale proceeds. The Establishment clause required the trial court to abstain from such judicial intervention into the Church's affairs.

The order on appeal is erroneous because it granted a motion that was a nullity, having been filed by an attorney who had no authority to file it.

The Order Determining Authority was improvidently entered because the Establishment clause required the trial court to abstain from deciding that one of the Church's two sets of leaders is authorized to speak for the Church and the other is not. Alternatively, the Order Determining Authority is erroneous because the record contains no evidence to support the determination that Pastor Williams and his daughter remain in exclusive control of the Church.

## **V. ARGUMENT**

### **A. Ecclesiastical Abstention: The Trial Court Should have Abstained**

Appellee's Answer Brief ignores the issue of ecclesiastical abstention because the Order Determining Authority, which should not have been entered or adopted (see part V.C.) barred the present Board from filing an answer brief and a cross-appeal brief. The present Board argued ecclesiastical abstention in the court below but was not permitted to do so here. Even so, Charitable Faith has standing to present the issue because "the ecclesiastical abstention

doctrine is an issue of subject matter jurisdiction.” *State v. Young*, 974 So.2d 601, 612 (Fla. 1st DCA 2008), citing *Malichi v. Archdiocese of Miami*, 945 So.2d 526 (Fla. 1st DCA 2006); *Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Bank of Am., N.A.*, 321 So.3d 245, 246 (Fla. 4th DCA 2021). Subject matter jurisdiction is an issue this Court is always positioned to address. *84 Lumber Co. v. Cooper*, 656 So.2d 1297, 1299 (Fla. 2d DCA 1994) (this Court has an “independent duty to take notice of a jurisdictional defect even if neither party had raised the issue”); *Ruffin v. Kingswood E. Condo. Ass'n, Inc.*, 719 So.2d 951, 952 (Fla. 4th DCA 1998) (“It is well settled that lack of subject matter jurisdiction may be raised sua sponte by an appellate court”).

The sole issue to be addressed here relates to disposition of the sale proceeds. That is, either: 1) the underlying transaction has closed, and Paradise is withholding control of the organization and possession of its assets pending a determination as to whether the prior Board members or the present Board members will control disposition of the sale proceeds; or 2) Appellee is preventing the transaction from closing pending a determination as to whether the

prior Board members or the present Board members will control disposition of the sale proceeds.

The subject motion did not raise the question of whether the Church owns the sale proceeds, which is disputed. Rather, the trial court was asked to decide which Church leaders, the former ones or the present ones, are empowered to spend the money. The trial court did so and entered a decree in favor of Pastor Williams and his daughter.

The trial court erred by intervening into the Church's affairs and picking a winner among its two factions. The Establishment Clause required the trial court to abstain from entering Appellee's requested decree.

[T]he ecclesiastical abstention doctrine "prevents civil courts from deciding matters that require adjudication of 'theological controversy, church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them.'"

*Auguste v. Hyacinthe*, 346 So.3d 67, 70 (Fla. 4th DCA 2022), quoting *Diocese of Palm Beach, Inc. v. Gallagher*, 249 So.3d 657, 661 (Fla. 4th DCA 2018), quoting *Watson v. Jones*, 80 U.S. 679, 733 (1871).

*Auguste* is one of a series of decisions addressing the concept of

ecclesiastical abstention. Each case relates to a Baptist church that was incorporated by its pastor in 1988. After the pastor died in 2014, the congregation divided into factions.

The *Auguste* plaintiffs filed a four-count complaint. The first three counts alleged violations of the Florida Not for Profit Corporation Act; the fourth alleged conversion. Finding all four counts to be inappropriate for judicial consideration because they arose out of intra-church disputes, the trial court dismissed the entire complaint.

The Fourth DCA reversed as to the first three counts. While the parties to those disputes were factions within the church, the allegations required adjudication of neutral issues of corporate law.

But as to count IV:

...the trial court did not err in dismissing Appellants'... cause of action for conversion against Appellees. In count IV, Appellants alleged that they "are entitled to possession *and control* of the Church ... books and its property," but that Appellees were wrongfully asserting control. (emphasis added). Therefore, just as in *Eglise I*, *Eglise II*, and *Eglise III*, Appellants' count IV would necessarily require the trial court to determine which faction controlled the Church.

*Auguste* at 73, citing *Eglise Baptiste Bethanie De Ft. Lauderdale, Inc.*

*v. Seminole Tribe of Florida*, 2020 WL 43221 (S.D. Fla. 2020) (“*Eglise I*”); *Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Seminole Tribe of Florida*, 824 F.App'x 680 (11th Cir. 2020) (*Eglise II*”); *Eglise Baptiste Bethanie De Ft. Lauderdale, Inc. v. Bank of America, N.A.*, 321 So.3d 245 (Fla. 4th DCA 2021) (“*Eglise III*”).

The Fourth DCA analyzed the related *Eglise* cases and ecclesiastical abstention. As to *Eglise I*, the court noted that:

a faction of the Church brought claims against Aida under 18 U.S.C. § 248(a)(2), challenging Aida's control of the Church's property and exclusion of the plaintiffs from the Church's property. However, the Southern District agreed with Aida's argument that the plaintiffs' complaint involved non-justiciable questions of internal church governance. The court explained that “*the foundational issue that must be resolved before addressing the merits of the claims is whether [Aida] had the authority to exclude Plaintiffs from church property as Pastor Auguste's rightful successor. Questions of church government are fundamentally ecclesiastical in nature.*” *Id.* (emphasis added).

*Auguste* at 71 (internal citations omitted).

The court found consistency in the Eleventh Circuit's decision in *Eglise II* and the Southern District's reasoning in *Eglise I*:

Like the Southern District, the Eleventh Circuit disagreed with the plaintiffs that the dispute was merely a property dispute and did not involve ecclesiastical issues, because:

*Before reaching the plaintiffs' § 248 claim, a court would need to determine whether [Aida] was the rightful successor to the church's leadership and, if she was, whether [Aida] had the authority to exclude the plaintiffs from the church's property. Answering these questions would require us to inquire into church rules, policies, and decision-making and questions of church governance are manifestly ecclesiastical.*

*Auguste* at 71–72, quoting *Eglise II* at 683 (emphasis original).

Finally, the *Auguste* court examined its own decision in *Eglise*

*III*, in which:

...the Church filed suit against two banks, alleging that the banks negligently transferred control of the Church's bank accounts to Aida. The trial court granted the Church's motion to dismiss based on the ecclesiastical abstention doctrine. On appeal, we agreed with the trial court, noting the federal courts' opinions in *Eglise I* and *Eglise II* and holding:

Here, although the Church's negligence claims against the [b]anks involve a question of control over bank accounts, *in order to resolve those claims the court would necessarily have to decide which faction within the Church controls the bank accounts.* The only way for the court to make this determination is for it to consider the Church's internal governance structure. “[Q]uestions of church governance are manifestly ecclesiastical.” [*Eglise II*, 824 F. App'x. at 683]. Accordingly, the trial court did not err in dismissing the case for lack of subject matter jurisdiction based on the ecclesiastical abstention doctrine.

*Auguste* at 72, quoting *Eglise III* at 246-247 (emphasis original).

As to conversion, the court ultimately “agree[d] with the trial court that the ecclesiastical abstention doctrine bars count IV of Appellants’ complaint, because resolution of that count would necessarily require the trial court to first determine who controlled the Church.” *Auguste* at 73. See also *Napolitano v. St. Joseph Cath. Church*, 308 So.3d 274 (Fla. 5th DCA 2020) (Establishment Clause deprived trial court of subject matter jurisdiction over dispute as to whether Pastor had power to sign contract with employee that would bind successor Pastor).

The *Auguste* and *Eglise* line of cases cannot be meaningfully distinguished from the present matter. In the order on appeal, the trial court recognized as the Church’s spokesperson the attorney chosen by the Church’s founder over the representative chosen by the Board that has been in place since April 2021. The trial court then ruled:

The Court hereby orders Plaintiff to direct the Closing/Escrow Agent to disburse the Purchase Funds to the Hill Ward Henderson trust account. Further, the Court orders that neither Plaintiff, Mr. Crescenzo, nor anyone acting for or on their behalf may exercise control over or direct Hill Ward Henderson regarding the Purchase Funds. Only Frank Williams or Cannella Jefferies, or their designee, is permitted to direct Hill Ward Henderson

regarding the Purchase Funds.

Appx. 33:460-461.

Among the two groups of Church leaders who might control the Church and its property, the trial court chose the Church's founder, declaring that he will control the Church and the disposition of Church assets, even if that disposition is a disbursement *to himself*. Under the First Amendment, once the sale occurred, the question of which of the Church's leaders should control the Church's cash was the Church's business, not the trial court's.

**B. The Order on Appeal Granted a Motion that was a Nullity**

The Order Enforcing and Clarifying Final Judgment should be reversed because it granted a motion that was a nullity when it was filed. The attorney who filed the motion had no authority to file it.

**1. From April 2011 through the Date of the Closing, Pastor Williams had no Authority to Unilaterally Speak for the Church or Retain Counsel on its Behalf**

Paradise Missionary Baptist Church acquired its real property in 1993. Title to the property remained, and remains today, in Paradise Missionary Baptist Church. Pastor Williams never owned the Church.

On March 27, 2021, Pastor Williams, in his official capacity on behalf of Paradise Missionary Baptist Church, signed the contract that was later specifically enforced. The first 10 pages of the contract contained standard form language. A closing date at the end of April was established.

Custom language added to page 11 included “additional terms” through which the parties agreed that Charitable Faith would take control of the corporation and would acquire its assets including its real property. One decision was left to Charitable Faith – whether to take title to the real property or leave title in the name of Paradise. Appx. 19:173; 22: 288-289.

In advance of the original closing date, Pastor Williams executed the requisite form to transition control, establishing that the new Board of Paradise consisted of himself and two affiliates of Charitable Faith: Amelia Crescenzo and Camilo Nunez. Appx. 19:181. From that date forward, Mr. Williams did not control the affairs of the corporation.

When the closing date arrived, Mr. Williams caused the Church to renege by refusing to sign further documents that were needed to achieve the real estate conveyance.

On May 6, 2021, Charitable Faith filed its Complaint for Specific Performance. On June 1, 2021, attorney Costello filed a Notice of Appearance “on behalf of Defendant, PARADISE MISSIONARY BAPTIST CHURCH, INC.” Dkt. 04/19/24 Appendix A. While the record shows that Mr. Costello represented Mr. Williams in his official capacity as one officer and director of the Church, the record contains no evidence as to Mr. Williams’ authority at that time to retain an attorney to represent the Church. At no time did Mr. Costello or his firm communicate with any other officer or director of his purported client.

Almost two years later, on March 1, 2023, the trial court ordered that the contract was to be specifically performed, entering the Final Judgment Upon Jury Verdict in Appellant’s favor. From that date, the parties were required to take any necessary actions to consummate the purchase and sale.

On May 31, 2023, in compliance with the Final Judgment, Mr. Williams resigned as President and Director of the Church. Appx. 19:227-28. From that date, he had no authority to take any action on behalf of the Church. Since Mr. Costello represented Pastor Williams in his official capacity, and since Mr. Williams no longer had any official capacity, Mr. Costello no longer had a client. Mr. Costello cannot have been retained for any continuing role because he never communicated with any other representative of the Church about its affairs or representation.

Even though Mr. Williams no longer had any capacity in relation to the Church, Mr. Costello, taking direction from Mr. Williams, continued to make filings in the name of the Church. On July 14, 2023, he filed the subject Motion for Clarification or Partial Relief from Final Judgment, for Enforcement of Final Judgment, and for Contempt Sanctions.” Appx. 12. The Order on appeal is the Order granting that motion.

The very same day, even though all the closing documents had been signed and delivered more than a month earlier, Mr. Costello,

purportedly speaking for the Church, gave notice that the Church did not acknowledge that turnover of control had occurred.

Also on the same day, again purporting to represent the Church, Mr. Costello gave notice that the Church would not turn over possession of the real property.

At the end of the same day, in response to Mr. Costello's filing of the motion and his statements that the Church would again renege on the contract, just as it had in April 2021, the present Board of the Church fired him. Appx. 17:116, 118; 19:257.

Mr. Costello ignored his termination by the Church's Board, and continued to make filings in the trial court, and later, in this Court. On March 25, 2024, the Church Board explicitly notified Mr. Costello via email that he was not authorized to represent the Church at all, including in this appeal: "This week the board ... made another unanimous vote (3-0) to terminate your services and we are very unclear why you are still representing our organization" including in this appeal. Dkt. 04/19/24 Appendix D.

Even after separate counsel appeared for the Church, and notwithstanding the Board's repeated directions to Mr. Costello that

he must stop alleging he represents the Church and/or its Board, he continued to do so. He continued to make filings in the name of the Church even after its new counsel filed affidavits executed by two persons who had constituted 66% of the Board since April 13, 2021. Appx. 17:114-119. The affidavits made clear that on July 14, 2023 the Board met and voted unanimously to terminate “any potential relationship” the Church had with Mr. Costello or his firm, and notified him of same via email that same date. Appx. 17:114-119.

As directed by the Board, the Church’s new counsel withdrew the unauthorized motion that Mr. Costello had filed (Appx. 15) and canceled the unauthorized notice of hearing he had filed (Appx. 16). Thereafter, Mr. Costello purported to reinstate his unauthorized Motion.

## **2. Absent an Authorized Client, Counsel’s Filing was a Nullity**

A filing by a lawyer who has no client is a nullity. without a Each filing by Mr. Costello was necessarily a nullity. *In re 73 Engle-Related Cases*, 239 So.3d 166, 167 (Fla. 1st DCA 2018) (complaint filed by a lawyer on behalf of a deceased client is a nullity). The Motion for Clarification or Partial Relief from Final Judgment, filed by an

attorney with no client, had no significance. No motion was pending before the trial court when the order on appeal was granted.

If any arguable support for the initial filing of the motion existed, it was eliminated when the motion was expressly withdrawn by an authorized attorney.

### **C. The Order Determining Authority is Erroneous**

#### **1. The Establishment Clause Required the Trial Court and This Court to Abstain**

As discussed above in part V.A. of this Reply Brief, the judiciary must avoid issuing decrees regarding a Church's control over its own affairs. The trial court entered precisely such a decree in the Order Determining Authority: "Mr. Williams and Ms. Jefferies remain the directors in control over Paradise Church until the Purchase Funds are disbursed...". She declared Pastor Williams and his daughter to be exclusively empowered to decide how to spend the Church's cash, even if paying the funds to Mr. Williams. Pursuant to the *Auguste* and *Eglise* line of cases, "control" of the Church is an issue from which the judiciary must abstain.

## **2. Alternatively, the Order Determining Authority is Unsupported by the Evidence**

If the Court did not erroneously intervene in the Church's affairs and was not required to abstain, the Order Determining Authority is erroneous because it is not supported by, and is manifestly contrary to, the evidence.

In the court below, attorney Allison filed Defendant's Motion to Strike the trial court filings of attorney Costello. In this Court, attorney Allison filed Appellee's Motion to Strike the appellate court filings of attorney Costello. The merits of both motions have never been addressed.

The Motion to Strike filed in this Court was not addressed on its merits; it was stricken.

No order was entered on the Motion to Strike filed in the trial court, except to the extent the trial court's Order Determining Authority, entered in compliance with this Court's relinquishment of jurisdiction, can be viewed as implicitly retroactively denying it. Even viewed in that light, the issues raised in the Motion to Strike remain otherwise unaddressed, because the Order Determining Authority was never subject to review prior to this Court's adoption of it.

After this Court relinquished jurisdiction for findings relating to Mr. Costello's capacity, no hearing was held, and no new evidence was taken. The trial court signed a proposed order prepared and presented by Mr. Costello. Except for creation of the Order Determining Authority itself, the record in 2024 did not change from precisely what it was in 2023. The same record for review exists that supported attorney Allison's Motion to Strike which was ignored by the trial court, and the same record for consideration exists that supported attorney Allison's Motion to Strike which was stricken in this Court. Consequently, that record necessarily forms the basis for the below discussion.

Frank Williams' resignation occurred prior to the Closing Date, and nothing in the record indicates that his resignation was contingent upon him receiving a cash disbursement, or upon the Church receiving one purely for his benefit.

Even more clear is the situation relating to Cannella Jefferies. Her removal from the Board occurred in April 2021. Nothing in the record shows that her removal even required later action such as ratification. While the Final Judgment stated that "Cannella Jefferies

shall resign from the Board or ratify her prior removal from the Board” (Appx. 2:21), nothing in the record shows that this finding or action was necessary to achieve specific performance. That is, no evidence was presented or admitted that would support a finding that Cannella Jefferies’ prior removal from the Board was ineffective; the Final Judgment simply required her to confirm same. Her ratification would remove any cloud that might have existed about the issue, but did not undermine a truth that already existed; at all material times, affiliates of Charitable Faith were in control of the Board. Even though this was true, in light of the action taken by Mr. Williams when he reneged on the initial contract at Ms. Jefferies’ insistence, in order to clear any cloud that might exist then or later, Charitable Faith had no option other than to seek specific performance of the contract, even if its affiliates controlled the Seller as well as the Buyer.

## **VI. CONCLUSION**

In light of the authorities and arguments recited above and in Appellant’s Initial Brief, this Court should:

- Vacate the order on appeal for lack of jurisdiction and

- pursuant to the ecclesiastical abstention doctrine;
- Alternatively, reverse the order, as it granted a motion that was a nullity, and because it erroneously finds that the Buyer has not fully performed, that the Buyer directed the escrow agent not to disburse, that the prior directors have exclusive control over the Seller's disposition of the sale proceeds, even to direct payment for their own personal benefit, and that resulting risk to the new directors is irrelevant;
  - Vacate the Order Determining Authority, finding that the trial court and this Court should have abstained from considering the issue of whether Frank Williams is exclusively empowered to speak for, and retain counsel for, the Church;
  - Alternatively, if abstention was not required, reverse the Order Determining Authority, finding that the trial court erred because the record did not support the ruling that Frank Williams is exclusively empowered to speak for, and retain counsel for, the Church.

/s/ Andy Dogali  
Andy Dogali, FBN 0615862  
adogali@dogalilaw.com  
Alexis Selvy, FBN 1022451  
aselvy@dogalilaw.com  
19321 US Hwy 19 N., Suite 307  
Clearwater, FL 33764  
(813) 289-0700  
Secondary email:  
kgoss@dogalilaw.com;  
jhegazy@dogalilaw.com  
*Counsel for Appellant Charitable  
Faith, Inc.*

## **VII. CERTIFICATE OF SERVICE**

I certify that the forgoing document was filed with the Florida Courts e-Filing Portal which serves by email all users and parties registered therewith. The Florida Courts e-Filing Portal uses the names and email addresses provided by the parties pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A).

/s/ Andy Dogali  
Andy Dogali  
Florida Bar No. 0615862

## **VIII. CERTIFICATE OF COMPLIANCE**

Undersigned counsel certifies that this Reply Brief is created in compliance with Rule 9.045, Florida Rules of Appellate Procedure. The text appears in Bookman Old Style 14-point font. Counted in accordance with Rule 9.210(a)(2), this document contains 3,997 words.

/s/ Andy Dogali  
Andy Dogali  
Florida Bar No. 0615862