

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ARLENE C. MIRANDA,

Plaintiff,

v.

ORLANDO BAPTIST CHURCH INCORPORATED,

Defendant.

CASE No. 2015-CA-11240-O

Division: 40

AMENDED COMPLAINT

Plaintiff, Arlene C. Miranda, hereby sues Defendant, Orlando Baptist Church Incorporated (“OBC, Inc.”), and for her causes of action states:

Facts and Allegations

A. Parties, Jurisdiction and Venue

1. Plaintiff is an individual residing in Orange County, Florida.
2. OBC, Inc. is a Florida not-for-profit corporation with its principal place of business in Orange County, Florida. OBC, Inc. operates the Orlando Baptist Church.
3. This is an action for declaratory judgment regarding a non-disclosure agreement (the “NDA”), signed by the Parties on December 2, 2015, and alternatively, an action for breach of the NDA.
4. The parties have a present dispute over the requirements and validity of the NDA, as well as Plaintiff’s continuing obligations under the NDA.
5. This Court has subject matter jurisdiction over this action pursuant to Art. V., §§ 5(b) and 20(c)(3), *Fla. Const.*, and §§ 26.012 and 86.011, *Fla. Stat.* (2011).

6. Venue properly lies in Orange County, Florida, because both parties reside in Orange County, Florida, and the NDA was executed and must be performed in Orange County, Florida.
7. All conditions precedent to the filing of this action have occurred, have been performed or have been waived.

B. Background

8. David C. Janney is the senior pastor at Orlando Baptist Church, the president of OBC, Inc., and the president of World Hope, Inc., a non-profit ministry run by the Orlando Baptist Church. He is married.
9. Plaintiff has been a member of Orlando Baptist Church since 2008, frequently volunteers for World Hope, Inc. and other church ministries, and has been otherwise highly involved and active in the Orlando Baptist Church community.
10. In early September, 2015, David Janney started making sexual advances towards Plaintiff. David Janney texted Plaintiff about his sexual fantasies about her.¹
11. Over Labor Day Weekend, 2015, David Janney asked Plaintiff to meet him at the offices of World Hope, Inc., a house located on or near the campus of Orlando Baptist Church, where the Parties engaged in sexual intercourse.
12. Immediately following the affair, Defendant continued to text Plaintiff regarding the incident and its effect on him.²
13. Stricken with guilt, Plaintiff approached Pastor Don Norman, the senior adults pastor of Orlando Baptist Church, seeking religious and practical guidance and explained she had

¹ See Composite Ex. "A," pp. 1-3.

² *Id.* at pp. 4-8.

been involved in an extra-marital affair. Initially, Pastor Don advised Plaintiff to seek Biblical guidance.

14. Once he learned that the person in this affair was David Janney, Pastor Don told Plaintiff that she had a religious duty to protect Defendant, the church, and the Orlando Baptist Church community by keeping the affair quiet and silently repenting and praying.³
15. When David Janney learned Plaintiff disclosed the affair to Pastor Don, he sent her threatening text messages regarding her and her children, and demanded she keep quiet about the affair.⁴

C. The NDA

16. On December 2, 2015, David Janney and other officers of OBC, Inc., as well as a Florida attorney, Alisha S. Jimenez, asked Plaintiff to meet with them in the church office.
17. Ms. Jimenez currently represents Plaintiff in a paternity matter regarding one of her children, and Plaintiff reasonably believed Ms. Jimenez was at the meeting to represent her interests.⁵
18. Instead, David Janney and other officers of OBC, Inc. presented Plaintiff with the NDA, which provided that OBC, Inc. would fund a trust to make weekly payments to Plaintiff in the amount of \$375.00 starting December 4, 2015. In return, Plaintiff would not disparage David Janney, OBC, Inc., or otherwise disclose her affair with David Janney. Ms. Jimenez counselled Plaintiff to sign the NDA.
19. Based on David Janney's threatening messages directed at her and her family, the religious guidance offered by OBC, Inc.'s officers and employees, and because Plaintiff believed Ms.

³ *Id.* at pp. 26-28.

⁴ *Id.* at pp. 9-25.

⁵ *See In re: Miranda & Edds*, Orange County Case Number 2005-DR-020813.

Jimenez, her current lawyer, was present to represent her interests, Plaintiff signed the NDA on December 2, 2015.

20. OBC, Inc. did not execute the NDA in Plaintiff's presence, and her request for a copy was refused.
21. OBC, Inc. did not pay Plaintiff \$3,000.00 on or before December 4, 2015. To date, Plaintiff has not received any payments pursuant to the NDA.
22. On December 7, 2015, Plaintiff requested that Ms. Jimenez provide her with a copy of the NDA. Ms. Jimenez stated that she "mediated the issue," and therefore could not provide Plaintiff with a copy as the document was part of her confidential mediation records.
23. On December 8, 2015, the undersigned sent an email to Ms. Jimenez formally requesting a copy of the NDA on Plaintiff's behalf.⁶ As of this filing of this lawsuit, Ms. Jimenez did not respond or provide a copy of the NDA.
24. On December 11, 2015, Ms. Jimenez produced a copy of the NDA, which was signed only by Plaintiff. A copy is attached as Exhibit "C."
25. Hours later, the undersigned revoked, on behalf of Plaintiff, her offer and agreement to the NDA.⁷
26. After Plaintiff's revocation, counsel for OBC, Inc. produced a counter-signed copy of the NDA, which was purportedly signed by Vice President, Dallas McLaurin, on December 2, 2015. A copy is attached as Exhibit "F."

Count I – Declaratory Relief

27. This count is brought pursuant to Chapter 86, *Fla. Stat.*, for a declaration that the NDA is voidable and Plaintiff is not bound by its terms.

⁶ See Ex. "B."

⁷ See email correspondence from Ms. Downs to Mr. Janney, dated December 11, 2015, attached as Exhibit "D," and email correspondence from Ms. Downs to Mr. Brewer, dated December 11, 2015, attached as Exhibit "E."

28. Plaintiff re-incorporates her allegations, exhibits and statements contained in Paragraphs 1 through 26 above.
29. Plaintiff was under duress and coerced into signing the NDA.
30. Plaintiff would not have signed the NDA but for David Janney's threats, and the counsel of her lawyer, Ms. Jimenez, who Plaintiff believed represented her interests in counseling her to sign the NDA.
31. Moreover, OBC, Inc.'s failure to fund a trust and make weekly payments in the amount of \$375.00 to Plaintiff starting December 4, 2015, voids the agreement because OBC, Inc.'s obligation to pay Plaintiff was a condition precedent of the NDA.
32. Finally, Plaintiff did not receive a counter-signed copy of the NDA until after filing this lawsuit. To the extent the NDA was not executed by OBC, Inc. before her revocation, the NDA is void.
33. There is an immediate and present controversy between Plaintiff and OBC, Inc., and there is doubt concerning the nature of their legal relations and their respective rights related to the NDA.
34. Under these facts and circumstances, Plaintiff is in doubt concerning her legal rights and obligations regarding the NDA and its validity and enforceability.
35. There is a present need for declaratory and injunctive relief because Plaintiff is unsure if the NDA is valid and enforceable, and the Parties are entitled to a resolution of these issues finally declared and established.
36. There is a bona fide, actual, present, practical need for a declaration, which will deal with a present, ascertained state of facts and controversy.

Count II – Breach of Contract (In the Alternative to Count I)

37. If the NDA is a valid contract, this claim is brought alternatively for breach of the NDA.
38. Plaintiff re-incorporates her allegations, exhibits and statements contained in Paragraphs 1 through 26 above.
39. Plaintiff signed the NDA on December 2, 2015, and OBC purportedly executed it on December 2, 2015.
40. The NDA required OBC, Inc. to fund a trust for Plaintiff, and pay to plaintiff \$375.00 weekly starting December 4, 2015.
41. In return for the payment, Plaintiff promised not to disparage David Janney, OBC, Inc. or otherwise disclose her affair with David Janney.
42. OBC, Inc. materially breached the NDA by failing to pay Plaintiff on or before December 4, 2015.
43. Based on OBC, Inc.'s material breach of the NDA, Plaintiff is entitled to rescind the contract, and it cannot be enforced against her.
44. Plaintiff is entitled to her reasonable attorneys' fees and costs in this action to interpret or enforce the NDA.

Prayer for Relief

WHEREFORE, Plaintiff, Arlene C. Miranda, respectfully requests this Honorable Court to render an Order and Final Judgment awarding the following relief in favor of Plaintiff and against Defendant, Orlando Baptist Church, Inc.:

- A. Declaring the NDA is voidable and unenforceable; or
- B. Declaring OBC, Inc. breached the NDA and Plaintiff is entitled to rescind the agreement, and awarding Plaintiff her reasonable attorneys' fees and costs in bringing this action to interpret or enforce the NDA; and

- C. Awarding all other relief the Court deems just and proper under the facts and circumstances of this case.

Respectfully submitted this 21st day of December, 2015,

/s/ Mayanne Downs

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Facsimile: (407) 244-5690

Attorneys for Plaintiff

COMPOSITE EXHIBIT “A”

Pastor Dave
Redacted 4600

12:08 PM

Almost there

12:10 PM

?

12:16 PM

You're beautiful, you're very sexy, your body is amazing and you're very passionate. I'm old with desires and fantasies but without the ability to perform

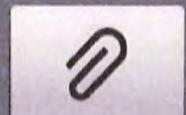
12:53 PM

m anymore. I wish we had better place and better time for today. But you are amazing. You're more than I fantasized. Be proud of yourself.

12:54 PM

and now please give me a few days to work through my mind my heart and to talk to my Lord. More than anything I want to be the man of God and your pastor

Enter message





Pastor Dave



Redacted 4600

12:53 PM



m anymore. I wish we had better place and better time for today. But you are amazing. You're more than I fantasized. Be proud of yourself.

12:54 PM



and now please give me a few days to work through my mind my heart and to talk to my Lord. More than anything I want to be the man of God and your pastor

12:54 PM



. I am human I have human desires but I have to work took this in my mind. It is not about you at all that is all about me and living with me. Please und

12:54 PM

Enter message





Pastor Dave

Redacted 4600



09/07/2015 Mon

I havent had sex in forever



11:14 AM



Everytime I am alone dreaming about it.

11:14 AM



Join the club.

11:14 AM

With me?



11:15 AM

You dream about it with me



11:15 AM



The no sex club

11:15 AM

Yeah i could be the v.p.



Enter message





Pastor Dave

Redacted 4600



Well I've seen ur face there a few times...
Usually there's no face just fantasy.

11:16 AM

Thanks alot



11:16 AM

Buddy!



11:16 AM

Did you notice i scratched your back before



11:18 AM



Yes. I miss nothing. What u wear.
Ur body hair face long legs fitness
when you bend. All of it.

11:19 AM

What did you think when i did it the first time



11:20 AM

Enter message



Pastor Dave

Redacted 4600



Oh



11:21 AM

I was terrified but i said if i do it and he tells me dont do that again then i leave the country



11:22 AM

Ok erase text time. Dna is back



11:22 AM

Ok



11:23 AM

Text me later i am going running and Starbucks



11:23 AM

K

Copied to clipboard.



11:24 AM

Enter message



Pastor Dave
Redacted 4600

11:23 AM

K

11:24 AM

Maybe i will see you

11:25 AM

R u runnin

11:48 AM

Leaving in ten minutes

11:49 AM

Getting my shoes on

11:49 AM

I was just driving by Starbucks seeing if you were out

11:49 AM

Enter message

Pastor Dave
Redacted 4600



I was just driving by Starbucks seeing if you were out

11:49 AM

Give me a minute



11:50 AM



I'm already by. I'm dropping some stuff at Goodwill and then I have to take some stuff out of my truck at the church

11:51 AM



Get that text?

11:57 AM

I have to go to the church also

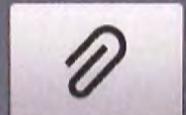


11:58 AM

Be there in ten



Enter message



Pastor Dave
Redacted 4600

11:50 AM



I'm already by. I'm dropping some stuff at Goodwill and then I have to take some stuff out of my truck at the church

11:51 AM



Get that text?

11:57 AM

I have to go to the church also



11:58 AM

Be there in ten



11:58 AM



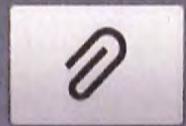
K

12:00 PM



Meet me over on the side where the school offices are

Enter message



Pastor Dave
Redacted 4600

09/11/2015 Fri

I am having a really hard time

3:42 PM

I'm praying for you. I'll check on you tomorrow.

4:57 PM

This is breaking my heart

4:59 PM

! I cant stop crying

Failed

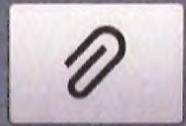
Please don't send text like this

5:00 PM

I cant stop crying

5:07 PM

Enter message





Pastor Dave

Redacted 4600



What shall I tell Donna? She sees you're texting? Can you please stop

5:09 PM

Sorry. This is harder for me than you.



5:10 PM

Tell her its about the bethanys dad



5:10 PM



Don't tell me what's harder. Just listen to what I ask. No more of this texting. I'll call tomorrow.

5:13 PM

Sorry



Copied to clipboard.

5:13 PM

Enter message





Pastor Dave

Redacted 4600



my feelings

12:11 PM



I have tried to help you with your feelings. I do not have the ability to deal with your feelings all the time. You have to get a handle on this.

12:13 PM

Its hard and then you act like i dont matter and it meant nothing



12:14 PM



You're not thinking clearly. I do care and I'm trying to help you. You want more than there can be. You have to accept that and understand that.

12:22 PM

I just want some you

Enter message



Saving screenshot...



Pastor Dave

Redacted 4600



You're not thinking clearly. I do care and I'm trying to help you. You want more than there can be. You have to accept that and understand that.

12:22 PM

I just want some.you



12:24 PM

Sometimes and to know you want me too sometimes



12:24 PM



I have told you, I have never been able to spend time with you. I am not able to just do that. I told you I would find a time for us to sit and talk. I'm

12:32 PM Copied to clipboard.

Enter message



Pastor Dave
Redacted 4600

12:35 PM

I thought you said we would meet once

Failed

Better than that last encounter

12:36 PM

I can only meet with you once in a while to talk. Never physically. And it cannot be often. That's just the way life is for me. It's all I can be.

12:36 PM

So i was a one night stand

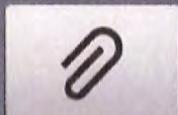
12:37 PM

I thought i was more than that

12:38 PM

That's the wrong thing to say

Enter message



John clarkson
Redacted 4600

09/21/2015 Mon

So i was a one night stand



12:37 PM

I thought i was more than that



12:38 PM



That's the wrong thing to say to me. If you're going to talk to me like that I'm not going to talk to you anymore.

12:38 PM

What is wrong with what i said



12:38 PM

I did think it was more

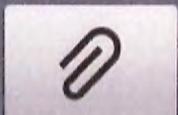


12:39 PM

I dont want to lose you



Enter message





John Clarkson

Redacted 4600



5:42 PM

I can't trust you



5:42 PM



You've blown it. You crossed the line. You'll live with the consequences.

5:57 PM

My phone died i didnt hang up on you i had to charge it



6:08 PM

Why are you upset with me



6:08 PM



You texted Donna to see her. Big mistake. I'll tell Donna it all tonight. She's my wife and she will hear it from me. I will see pam tomorrow. Deacons to

6:08 PM



morrow. Never communicate w me

Enter message



Why are you upset with me



6:08 PM



You texted Donna to see her. Big mistake. I'll tell Donna it all tonight. She's my wife and she will hear it from me. I will see pam tomorrow. Deacons to

6:08 PM



morrow. Never communicate w me again.

6:09 PM



You texted my wife to see her. You hold these threats over me. I will not allow you to hold me hostage.

6:09 PM

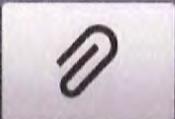


Why you did this I will always wonder. You took my legs out and you'll learn you changed your families life forever.

6:16 PM



Enter message





John Clarkson

Redacted 4600



6:09 PM



Why you did this I will always wonder. You took my legs out and you'll learn you changed your families life forever.

6:16 PM



I'm flying now. No reason except to threaten me and hold me hostage with your text to Donna. And your letting me know you're gonna meet w pam or whatever.

6:36 PM

I won't tell her



6:37 PM

I dont want to hurt you



6:39 PM



I'm flying now. No reason except to threaten me and hold me hostage with your text to Donna. And your letting me know you're gonna meet w pam or whatever.

Enter message





John Clarkson



Redacted 4600



Let me bring him to you and I'll set it up.

5:22 PM

Thanks again for this.



5:24 PM

11/01/2015 Sun



Spell your last name.
What years did you work for Ocp.
I'm working on recommendation.

1:31 AM

Hey no offense taken but my last name is spelled miranda



1:57 AM

Your up late



1:57 AM

I started in 2012



1:58 AM

Enter message



Need to talk about pain real quick
also i fogot

10:48 AM

I will be out front

10:48 AM

I have 10 minutes to talk before I'm home

4:38 PM

Can't talk at home w DNA.

4:39 PM

I thought you said you had 10 minutes

4:40 PM

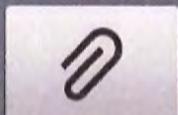
Just got your text

4:40 PM

That was three hours ago.

4:40 PM

Enter message



<  John Clarkson |  | 
Redacted 4600

4:42 PM

 Ok 😞

4:43 PM

 Don't call me. I'm with Donna and my phone is where she will see it. I will call you again in the next hour or two when I am in the car alone for a few m

6:26 PM

 inutes. I tried calling twice, no answer

6:26 PM

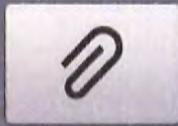
11/04/2015 Wed

 Marilyn will have the check for you tomorrow. You have to give her the check you're holding an exchange for the one written to you. She will also have yo

2:22 PM

Copied to clipboard.

 u sign a note saying you will pay the

Enter message 



John Clarkson



Redacted 4600

6:26 PM

11/04/2015 Wed



Marilyn will have the check for you tomorrow. You have to give her the check you're holding an exchange for the one written to you. She will also have yo

2:22 PM



u sign a note saying you will pay the money back beginning in January at \$100 per month. that is the best I could do with the church. Please text me back

2:22 PM



that you have received this and that all of this will be OK with you.

2:23 PM



She will have the check for you after 12 o'clock tomorrow.

2:23 PM

Enter message



< [Envelope] John Clarkson | [Phone] | [Trash]
[Redacted] 4600

11/09/2015 Mon

Preacher you said you knew someone that could fix my car ac



12:03 PM



Hello Arlene, no I do not know anyone who can fix the AC. I am going to call you though in a little while After i get out of this appointment. I need to

12:44 PM



talk to you about calling Donna Friday and about my conversation with pam.

12:45 PM

Ok

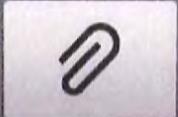


12:48 PM

I didnt call donna though



Enter message



1:30 PM

11/12/2015 Thu



Just called to check in on you and see how you're doing. I hope you're doing good. I really think you should visit the missions conference. It's going re

1:30 PM



ally good, God gets all the glory, praise the Lord. Just a reminder. Follow up on your substitute teaching. I'm going back in with the missionaries so

1:30 PM



please do not call back. If I have a chance I'll check back in later, if not I'll check on you tomorrow or Saturday. Be blessed, PD

1:31 PM



Enter message



 Saving screenshot...



John Clarkson

Redacted 4600



I'm going back in with the missionaries so

1:30 PM



please do not call back. If I have a chance I'll check back in later, if not I'll check on you tomorrow or Saturday. Be blessed, PD

1:31 PM



No text till I let you know Plz

2:25 PM



If you want to text it should be OK till church starts at 6:30. I may not be able to respond but it will be OK for me to receive text. Hope you're OK.

8:03 PM

Copied to clipboard.

Enter message





John Clarkson

Redacted 4600



No text till I let you know Plz

2:25 PM



If you want to text it should be OK till church starts at 6:30. I may not be able to respond but it will be OK for me to receive text. Hope you're OK.

8:03 PM

11/13/2015 Fri



Hello Arlene, just checking on you to see how you're doing. Called two or three times yesterday and just now. Hope you're OK.

5:25 PM

You and I have been on my mind alot this week



6:19 PM

I have had a heavy heart



6:24 PM

Enter message



< [Envelope] Pastor Don [Phone] [Trash]
Redacted 5543

11/19/2015 Thu

Pastor Don, i am terrified and i can't deal with john erick with this i can't breath and



12:22 PM

I am a mess



12:23 PM



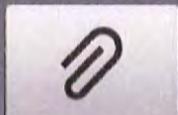
Call me just heard from Leo.

1:13 PM

Pastor Don, tonight was the toughest nite of my life. You have no idea how pastor Dave kept me in horrible fear for three months. He lied manipulated and threatened to ruin my life he texted me how i took out his legs and how I just changed my family's life forever. My life is changed forever. He knew



Enter message



Pastor Don
Redacted 5543

you are the only person that
trust at that church. I wish i
could face him and miss
donna so they can see my
pain

11:18 PM

11/20/2015 Fri

I can't handle this pastor
needs to know how he made
suffer

8:24 AM



With Bro Dallas now. Will call
later.

8:27 AM



Please call me

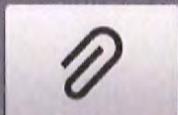
5:00 PM



Call me please

6:18 PM

Enter message



Redacted 5543

Enter message [Attachment]

MMS 10:04 PM

This is just some of the texts he sent me. Filling my head with lies and deceit. This pain in me is deeper than you or he will ever understand



10:06 PM

He needs to know he has stripped me of soo much more than my peace, but he took my trust and made me fear him and what he would do if I told. Pastor Don i am begging you to understand that pastor Dave destroyed my whole sense of security and my heart.



10:15 PM

I have no peace about how the church wants to handle this.



Enter message

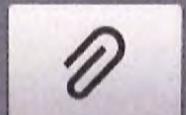


EXHIBIT “B”

From: Brock Magruder
Sent: Tuesday, December 08, 2015 3:00 PM
To: Alisha@ **Redacted** ; Info@ **Redacted**
Cc: Mayanne Downs; Nicole Park; Jason A. Zimmerman; Kathy Savage
Subject: Urgent - Request for Documents - Arlene Miranda

Importance: High

Ms. Jimenez,

We have the pleasure of representing Arlene Miranda. This is to confirm our phone call with you yesterday regarding a document Ms. Miranda signed relating to Mr. Janney, and to confirm our firm's representation of Ms. Miranda in this matter. We also wanted to clarify several issues:

First, please accept this email as a formal demand for a copy of the executed document between our client and Mr. Janney. **Please provide a copy before close of business today.**

Second, Ms. Miranda, our current client and your former client, explicitly requested a copy of this document on the call yesterday, and you said you would not provide it. You stated that because you were the mediator of the dispute that culminated in the document, it is confidential and you could not provide her with a copy. There is no law, rule or regulation prohibiting the disclosure of a document to one of its signatories based on confidentiality. If you are aware of any such authority, please provide it immediately.

Finally, during yesterday's conversation you indicated you planned to bill Ms. Miranda for your time incurred on the call, as well as other time incurred representing her. Please send us any invoices of time you have billed representing Ms. Miranda in the last three years, as well as any receipts for payments made to you for that representation, and for yesterday's call. Please also provide copies of any executed engagement letters between you or your firm and Ms. Miranda.

Sincerely,
Brock

Brock Magruder | Associate Attorney
GRAY | ROBINSON

301 East Pine Street, Suite 1400 | Orlando, Florida 32801

T: 407-843-8880 | **F:** 407-244-5690

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EXHIBIT “C”

AGREEMENT

THIS AGREEMENT is made on December 2, 2015 (the "Effective Date"), between ORLANDO BAPTIST CHURCH INCORPORATED ("OBC"), and ARLENE C. MIRANDA ("MIRANDA").

In consideration of the terms of this Agreement, OBC (which, for purposes of this Agreement, includes OBC's employees, officers and affiliates) and Miranda agree as follows:

1. Financial Assistance for Miranda. Provided that there is no breach of the terms of this Agreement by Miranda, one of OBC's generous donors will fund a trust facility or escrow fund for the benefit of Miranda (the "Trust"). Funds from the Trust will be paid on a weekly basis in the amount of \$375.00 per week beginning December 4, 2015 and continuing through May 27, 2016. Funds from the Trust will then be paid on a weekly basis in the amount of \$200.00 per week beginning June 3, 2016 and ending on July 29, 2016. Any funds remaining in escrow or trust as of July 30, 2016 will be donated to OBC's general fund.

Funds from the Trust must be used exclusively for the Trust purpose.

2. Reliable Transportation. \$3,000 will be allocated to the Trust for the purposes of repair or purchase of reliable transportation. Additionally, \$700 will be allocated to secure Miranda vehicle from impound.

3. Separation from OBC. Miranda agrees to remove and separate herself permanently from all involvement and association with OBC, including all OBC properties and OBC services, functions, activities or events hosted or sponsored by OBC. For purposes of this paragraph, "OBC" includes its affiliated entities to include Orlando Christian Prep, Inc. and World Hope, Inc. Miranda further agrees to cease all contact with OBC's officers, staff members and their respective families. This agreement to separate does not apply to Miranda's children, provided that Miranda's children are transported to OBC or its affiliates' events and properties by someone other than Miranda. Miranda also agrees that she will not solicit any funds or loans from any OBC member or affiliate.

4. Mandatory Counseling Requirement. Miranda is required to undergo mandatory counseling through the Veterans Administration or a duly licensed psychiatrist (MD) or psychologist (Ph.d) during the pendency of the financial assistance provided to Miranda. Counseling will be reimbursed to the Trust no more than two times per month from December 1, 2015 through February 29, 2016 and no more than once per month beginning March 1, 2016 to July 29, 2016.

5. Gainful Employment Required by January 31, 2016. Miranda is required to search diligently and use best efforts to obtain gainful employment on or before January 31, 2016. For purposes of this Agreement, "gainful employment" means a part-time and permanent position comprising at least 25 hours of work per week.

6. General Release by OBC. Except for matters arising after the date of this Agreement, OBC hereby remises, releases, acquits, satisfies and forever discharges Miranda of any and from all manner of actions, causes of action, lawsuits, debts, sums of money, bills, liens, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of which OBC ever had or now has, or which any personal representative, successor, heir or assign of OBC ever had, now has or which any personal representative, successor, heir or assign of OBC hereafter can, shall or may have against Miranda, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Release.

7. General Release by Miranda. Miranda hereby remises, releases, acquits, satisfies and forever discharges OBC of any and from all manner of claims, actions, causes of action, lawsuits, debts, sums of money, bills, liens, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of which Miranda ever had or now has, or which any personal representative, successor, heir or assign of Miranda ever had, now has or which any personal representative, successor, heir or assign of Miranda hereafter can, shall or may have against OBC, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Release. For purposes of this Agreement, "OBC" includes all of its employees, agents, contractors, officers and affiliates to include Orlando Christian Prep, Inc. and World Hope, Inc.

8. Confidentiality & Non-disparagement. The terms of this Agreement and the association between the parties is absolutely confidential unless subject to subpoena or other legal or governmental proceeding. All aspects of Miranda's and OBC's dealings with each other to include all dealings between Miranda and OBC's members, congregants, employees, officers and OBC's affiliates, which include Orlando Christian Prep, Inc. and World Hope, Inc. (and the employees, agents and officers of all OBC affiliates) will remain absolutely confidential. Neither OBC (or its employees, officers and agents) nor Miranda will be permitted to discuss or disclose any negative information, disparaging remarks or business practices with any third party with the exception of the respective parties' attorneys or if required by legal or governmental process. OBC is absolutely prohibited from mentioning or discussing Miranda in any negative or disparaging way, and Miranda is absolutely prohibited from mentioning or discussing OBC in any negative or disparaging way.

9. Dispute Resolution via Arbitration. Any controversy or claim arising from this Agreement is to be settled by binding arbitration governed by the rules set forth in the Florida Arbitration Code. The arbitration proceeding shall be administered according to the rules promulgated by the appointed arbitrator. Any judgment rendered by the arbitrator shall be entered into any court of competent jurisdiction.

For purposes of this Agreement, the following rules apply:

- a) Time Limitation: Any arbitration proceeding under this Agreement must begin no later than THIRTY (30) days after the controversy or claim arises. Arbitration of the controversy must be completed no later than 75 days after arbitration begins. Failure

to commence an arbitration proceeding within the THIRTY (30) day period is an absolute bar to the commencement of arbitration proceedings with respect to the controversy or claim and a waiver of the controversy or claim.

- b) Rules for Discovery: To the extent that the rules of the American Arbitration Association (“AAA”) provide for a more expeditious discovery procedure, the arbitrator shall adopt the AAA rules for discovery. Discovery will be absolutely limited in time to THIRTY (30) days. The Arbitrator will be required to impose EXTREMELY LIMITED options for discovery with rapid turnaround times for discovery items. The failure by any party to abuse discovery or fail to comply with discovery requests will result in the non-complying party’s payment of the complying party’s discovery costs to include legal fees.
- c) Limitations on Relief: No party to this Agreement is entitled to obtain interim or provisional relief before the final decision of the arbitrator. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute. The arbitrator will otherwise be permitted to render a complete and final judgment regarding the matter in controversy including remedies at law or in equity.
- d) Payment of Fees and Expenses: All fees and expenses of arbitration will be borne by the non-prevailing party. If the arbitrator finds that more than one party has some degree of fault relative to the other parties (comparative fault), the substantially prevailing shall be entitled to be reimbursed for any fees and expenses associated with the arbitration process, including attorneys’ fees, arbitrator fees, courts costs and any other expense related to the arbitration.
- e) Enforcement: Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10. Breach of Agreement. If Miranda breaches this Agreement, OBC may seek the immediate return of all funds loaned to or paid on behalf of Miranda. If such a breach occurs, the general release from OBC in favor of Miranda will not bar OBC’s claims against Miranda for the return of funds or OBC’s claims for any other damages arising from a breach of this Agreement.

11. Miscellaneous Provisions.

a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

b) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, excluding its conflict of law rules. The Ninth Judicial Circuit in and for Orange County shall have jurisdiction and venue over all disputes between the Parties that are brought or entered in a court of law pursuant regarding this Agreement.

c) Binding Effect; Assignment. This Agreement will inure to the benefit of the parties' legal representatives and successors. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature. No party may assign this Agreement or any of its rights or obligations without the prior written consent of the other party. Any purported assignment without written consent shall be void.

d) Severability. If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible.

e) No Waiver; Remedies Cumulative. No failure or delay on the part of any party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

f) Amendment. No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement. No series of text messages, verbal communications, email correspondence or course of performance shall serve to modify this Agreement.

g) Waiver of Jury Trial. THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EACH AND EVERY JURISDICTION IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

h) Attorneys' Fees. If any legal action is commenced by a party to enforce or interpret any provision of this Agreement including an action in arbitration, the substantially non-prevailing party will pay to the prevailing party all actual expenses incurred by the

substantially prevailing party, including costs and reasonable attorneys' fees incurred at arbitration, mediation and any trial and appellate levels.

SIGNED this 2nd day of December, 2015.

ORLANDO BAPTIST CHURCH INCORPORATED, a
Florida not for profit corporation

By: _____
Dallas McLaurin, Vice President

ARLENE C. MIRANDA



EXHIBIT “D”

From: Mayanne Downs
Sent: Friday, December 11, 2015 3:43 PM
To: pastordave@ **Redacted**
Subject: Miranda/Orlando Baptist Church, Inc.

Dear Mr. Janney:

This email is being sent to you in your capacity as President of Orlando Baptist Church, Inc., and as Senior Pastor of the Church.

I represent Ms. Arlene Miranda. We were provided today, by Ms. Jimenez -- whose role in this matter is unclear but a matter of grave concern, a copy of a document entitled "Agreement," dated December 2, 2015. We filed suit in connection with this document when she refused to discuss and/or attempt to resolve this matter.

The document we were provided today is not signed, nor has a signed copy of it been delivered to Ms. Miranda.

We do not believe this "Agreement" is binding (for all the reasons set forth in our lawsuit), but in an abundance of caution we hereby revoke, on behalf of our client, any willingness on her part to execute the agreement.

Mayanne Downs

Mayanne Downs | Shareholder
GRAY | ROBINSON

301 East Pine Street, Suite 1400 | Orlando, Florida 32801
T: 407-843-8880 | **F:** 407-244-5690 | **D:** 407-244-5647 | **M:** 407-810-5560
[E-mail](#) | [Website](#) | [Bio](#) | [vCard](#)

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EXHIBIT “E”

From: Mayanne Downs
Sent: Friday, December 11, 2015 4:54 PM
To: kurtbrewerlaw@ **Redacted**
Cc: Jason A. Zimmerman; Shawna L. Tucker; Brock Magruder
Subject: Fwd: Miranda/Orlando Baptist Church, Inc.

Mr. Brewer:

Mr. Magruder forwarded your email to me. Attached below is our revocation, on behalf of our client, Ms. Miranda, which was sent in light of Orlando Baptist Church, Inc.'s failure to perform and/or to deliver an executed copy of the "Agreement." There is no binding agreement between our clients.

Mayanne

Mayanne Downs
GrayRobinson PA
407-810-5560
Forgive my typos as you would have me forgive yours

Mayanne Downs | Shareholder
GRAY | ROBINSON

301 East Pine Street, Suite 1400 | Orlando, Florida 32801
T: 407-843-8880 | **F:** 407-244-5690 | **D:** 407-244-5647 | **M:** 407-810-5560
[E-mail](#) | [Website](#) | [Bio](#) | [vCard](#)

[Facebook](#) | [LinkedIn](#) | [Twitter](#)

Begin forwarded message:

From: Mayanne Downs <Mayanne.Downs@Redacted>
Date: December 11, 2015 at 3:42:58 PM EST
To: "pastordave@Redacted" <pastordave@Redacted>
Subject: **Miranda/Orlando Baptist Church, Inc.**

Dear Mr. Janney:

This email is being sent to you in your capacity as President of Orlando Baptist Church, Inc., and as Senior Pastor of the Church.

I represent Ms. Arlene Miranda. We were provided today, by Ms. Jimenez -- whose role in this matter is unclear but a matter of grave concern, a copy of a document entitled "Agreement," dated December 2, 2015. We filed suit in connection with this document when she refused to discuss and/or attempt to resolve this matter.

The document we were provided today is not signed, nor has a signed copy of it been delivered to Ms. Miranda.

We do not believe this "Agreement" is binding (for all the reasons set forth in our lawsuit), but in an abundance of caution we hereby revoke, on behalf of our client, any willingness on her part to execute the agreement.

Mayanne Downs

Mayanne Downs | Shareholder

GRAY | ROBINSON

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EXHIBIT “F”

AGREEMENT

THIS AGREEMENT is made on December 2, 2015 (the "Effective Date"), between ORLANDO BAPTIST CHURCH INCORPORATED ("OBC"), and ARLENE C. MIRANDA ("MIRANDA").

In consideration of the terms of this Agreement, OBC (which, for purposes of this Agreement, includes OBC's employees, officers and affiliates) and Miranda agree as follows:

1. **Financial Assistance for Miranda.** Provided that there is no breach of the terms of this Agreement by Miranda, one of OBC's generous donors will fund a trust facility or escrow fund for the benefit of Miranda (the "Trust"). Funds from the Trust will be paid on a weekly basis in the amount of \$375.00 per week beginning December 4, 2015 and continuing through May 27, 2016. Funds from the Trust will then be paid on a weekly basis in the amount of \$200.00 per week beginning June 3, 2016 and ending on July 29, 2016. Any funds remaining in escrow or trust as of July 30, 2016 will be donated to OBC's general fund.

Funds from the Trust must be used exclusively for the Trust purpose.

2. **Reliable Transportation.** \$3,000 will be allocated to the Trust for the purposes of repair or purchase of reliable transportation. Additionally, \$700 will be allocated to secure Miranda vehicle from impound.

3. **Separation from OBC.** Miranda agrees to remove and separate herself permanently from all involvement and association with OBC, including all OBC properties and OBC services, functions, activities or events hosted or sponsored by OBC. For purposes of this paragraph, "OBC" includes its affiliated entities to include Orlando Christian Prep, Inc. and World Hope, Inc. Miranda further agrees to cease all contact with OBC's officers, staff members and their respective families. This agreement to separate does not apply to Miranda's children, provided that Miranda's children are transported to OBC or its affiliates' events and properties by someone other than Miranda. Miranda also agrees that she will not solicit any funds or loans from any OBC member or affiliate.

4. **Mandatory Counseling Requirement.** Miranda is required to undergo mandatory counseling through the Veterans Administration or a duly licensed psychiatrist (MD) or psychologist (Ph.d) during the pendency of the financial assistance provided to Miranda. Counseling will be reimbursed to the Trust no more than two times per month from December 1, 2015 through February 29, 2016 and no more than once per month beginning March 1, 2016 to July 29, 2016.

5. **Gainful Employment Required by January 31, 2016.** Miranda is required to search diligently and use best efforts to obtain gainful employment on or before January 31, 2016. For purposes of this Agreement, "gainful employment" means a part-time and permanent position comprising at least 25 hours of work per week.

6. **General Release by OBC.** Except for matters arising after the date of this Agreement, OBC hereby remises, releases, acquits, satisfies and forever discharges Miranda of any and from all manner of actions, causes of action, lawsuits, debts, sums of money, bills, liens, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of which OBC ever had or now has, or which any personal representative, successor, heir or assign of OBC ever had, now has or which any personal representative, successor, heir or assign of OBC hereafter can, shall or may have against Miranda, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Release.

7. **General Release by Miranda.** Miranda hereby remises, releases, acquits, satisfies and forever discharges OBC of any and from all manner of claims, actions, causes of action, lawsuits, debts, sums of money, bills, liens, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of which Miranda ever had or now has, or which any personal representative, successor, heir or assign of Miranda ever had, now has or which any personal representative, successor, heir or assign of Miranda hereafter can, shall or may have against OBC, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this Release. For purposes of this Agreement, "OBC" includes all of its employees, agents, contractors, officers and affiliates to include Orlando Christian Prep, Inc. and World Hope, Inc.

8. **Confidentiality & Non-disparagement.** The terms of this Agreement and the association between the parties is absolutely confidential unless subject to subpoena or other legal or governmental proceeding. All aspects of Miranda's and OBC's dealings with each other to include all dealings between Miranda and OBC's members, congregants, employees, officers and OBC's affiliates, which include Orlando Christian Prep, Inc. and World Hope, Inc. (and the employees, agents and officers of all OBC affiliates) will remain absolutely confidential. Neither OBC (or its employees, officers and agents) nor Miranda will be permitted to discuss or disclose any negative information, disparaging remarks or business practices with any third party with the exception of the respective parties' attorneys or if required by legal or governmental process. OBC is absolutely prohibited from mentioning or discussing Miranda in any negative or disparaging way, and Miranda is absolutely prohibited from mentioning or discussing OBC in any negative or disparaging way.

9. **Dispute Resolution via Arbitration.** Any controversy or claim arising from this Agreement is to be settled by binding arbitration governed by the rules set forth in the Florida Arbitration Code. The arbitration proceeding shall be administered according to the rules promulgated by the appointed arbitrator. Any judgment rendered by the arbitrator shall be entered into any court of competent jurisdiction.

For purposes of this Agreement, the following rules apply:

- a) **Time Limitation:** Any arbitration proceeding under this Agreement must begin no later than THIRTY (30) days after the controversy or claim arises. Arbitration of the controversy must be completed no later than 75 days after arbitration begins. Failure

to commence an arbitration proceeding within the THIRTY (30) day period is an absolute bar to the commencement of arbitration proceedings with respect to the controversy or claim and a waiver of the controversy or claim.

- b) **Rules for Discovery:** To the extent that the rules of the American Arbitration Association ("AAA") provide for a more expeditious discovery procedure, the arbitrator shall adopt the AAA rules for discovery. Discovery will be absolutely limited in time to THIRTY (30) days. The Arbitrator will be required to impose EXTREMELY LIMITED options for discovery with rapid turnaround times for discovery items. The failure by any party to abuse discovery or fail to comply with discovery requests will result in the non-complying party's payment of the complying party's discovery costs to include legal fees.
- c) **Limitations on Relief:** No party to this Agreement is entitled to obtain interim or provisional relief before the final decision of the arbitrator. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator will otherwise be permitted to render a complete and final judgment regarding the matter in controversy including remedies at law or in equity.
- d) **Payment of Fees and Expenses:** All fees and expenses of arbitration will be borne by the non-prevailing party. If the arbitrator finds that more than one party has some degree of fault relative to the other parties (comparative fault), the substantially prevailing shall be entitled to be reimbursed for any fees and expenses associated with the arbitration process, including attorneys' fees, arbitrator fees, courts costs and any other expense related to the arbitration.
- e) **Enforcement:** Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10. **Breach of Agreement.** If Miranda breaches this Agreement, OBC may seek the immediate return of all funds loaned to or paid on behalf of Miranda. If such a breach occurs, the general release from OBC in favor of Miranda will not bar OBC's claims against Miranda for the return of funds or OBC's claims for any other damages arising from a breach of this Agreement.

11. **Miscellaneous Provisions.**

a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

b) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, excluding its conflict of law rules. The Ninth Judicial Circuit in and for Orange County shall have jurisdiction and venue over all disputes between the Parties that are brought or entered in a court of law pursuant regarding this Agreement.

c) **Binding Effect: Assignment.** This Agreement will inure to the benefit of the parties' legal representatives and successors. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature. No party may assign this Agreement or any of its rights or obligations without the prior written consent of the other party. Any purported assignment without written consent shall be void.

d) **Severability.** If any term or other provision of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible.

e) **No Waiver: Remedies Cumulative.** No failure or delay on the part of any party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

f) **Amendment.** No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement. No series of text messages, verbal communications, email correspondence or course of performance shall serve to modify this Agreement.

g) **Waiver of Jury Trial.** THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EACH AND EVERY JURISDICTION IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

h) **Attorneys' Fees.** If any legal action is commenced by a party to enforce or interpret any provision of this Agreement including an action in arbitration, the substantially non-prevailing party will pay to the prevailing party all actual expenses incurred by the

substantially prevailing party, including costs and reasonable attorneys' fees incurred at arbitration, mediation and any trial and appellate levels.

SIGNED this 2nd day of December, 2015.

ORLANDO BAPTIST CHURCH INCORPORATED, a
Florida not for profit corporation

By: Dallas McLaurin
Dallas McLaurin, Vice President

ARLENE C. MIRANDA

