

**IN THE CIRCUIT COURT
FOR PRINCE GEORGE'S COUNTY, MARYLAND**

MOUNTAIN OF FIRE AND MIRACLES MINISTRIES, INTERNATIONAL, <i>et al.</i>,)	
)	
<i>Plaintiffs,</i>)	
v.)	CASE NO. CAL16-26532
)	
CHRIST THE TRUTH MINISTRIES, INC., <i>et al.</i>,)	
)	
<i>Defendants.</i>)	
)	

DEFENDANTS' MOTION TO COMPEL TESTIMONY OF DANIEL OLUKOYA

**COME NOW DEFENDANTS MOUNTAIN OF FIRE AND MIRACLES
MINISTRIES, INC. OF MARYLAND (“Bowie Church”), CHRIST THE TRUTH
MINISTRIES, INC. (“CTTM Church”) and ALL INDIVIDUAL DEFENDANTS**
(hereinafter collectively referred to as “Defendants”), by and through their undersigned counsel,
and pursuant to Rule 2-514 of the Maryland Rules of Civil Procedure, hereby file their Motion
to Compel Testimony of Daniel Olukoya in this proceeding, as follows:

OVERVIEW OF MOTION

Plaintiffs in this case, **MOUNTAIN OF FIRE AND MIRACLES MINISTRIES, USA
and MOUNTAIN OF FIRE AND MIRACLES MINISTRIES, INTERNATIONAL**
 (“Plaintiffs”), together form an extremely large corporate structure with approximately 100
churches in North America, and many more worldwide, according to the recent deposition
testimony of their “Assistant General Overseer,” Ade Adetayo. The resources of the Plaintiffs
vastly outweigh the resources of the Defendants, the local Bowie, Maryland Congregation of the
Bowie Church and the successor entity, CTTM Church. Yet, the Plaintiffs have refused to
produce for deposition the “Overseer” of the entire corporate structure, who is Daniel Olukoya.

(Defendants issued the subpoena to Dr. Olukoya through the corporate Plaintiffs' Maryland counsel, but to no avail. See Defendants' Exhibit 5 appended hereto. Defendants have even offered to pay all expenses of Dr. Olukoya for his travel (airfare, hotel and transfers) to Maryland to give his deposition.)

The purported grounds that Plaintiffs have cited in refusing to produce Dr. Olukoya is that he is "not a party" to the litigation and that he "resides in Lagos, Nigeria" and therefore is beyond service of process by this Court.

However, Dr. Olukoya's testimony is crucial in this case for the reason that he is the signatory on at least three documents that are central to Defendants' defenses in this case. Those documents are described below. In addition, Dr. Olukoya is the Resident Agent for Service for Mountain of Fire and Miracles Ministries, Baltimore as shown in that Church's Articles of Incorporation attached hereto as Defendants' Exhibit 8. As Resident Agent for Service in the State of Maryland, Dr. Olukoya is subject to Maryland State Courts jurisdiction and he is not beyond service of process by this court.

Defendants urge the Court, pursuant to the authority conferred by Rule 2-514, to either order Dr. Olukoya to testify at trial in this case, which is scheduled to commence on October 23, 2017 or prohibit Plaintiffs from referring to or using at trial any documents Dr. Olukoya purportedly signed, which documents are identified below.

ARGUMENT

1. Maryland Rule 2-514 ("When court may require production of evidence") states:

. . . When it appears to the court at a hearing or trial that the attendance or testimony of **any person** or the production of any document or tangible thing **not produced by any party is necessary for the purpose of justice, the court . . . may issue a subpoena for the production of the person.** . . . and . . . the court may continue the hearing or trial to allow compliance with the order or subpoena, upon such conditions as to time, notice, cost, and security as the court deems proper. [Emphasis added.]

2. Defendants hereby request that the Court issue a subpoena to compel the attendance of Daniel Olukoya for deposition and at trial because his testimony is “necessary for the purpose of justice” in this case, for the following reasons.

3. Plaintiffs’ Complaint (the “Complaint”), in part, is based on their allegations that:

- (a.) In paragraphs 11 and 12 of their Complaint, Plaintiffs allege that in 2002, Defendant herein Pastor Lawrence Adetunji (the head Pastor of the Defendant Bowie Church), signed a Letter issued and signed by Daniel Olukoya, the “General Overseer” of Plaintiffs, dated October 28, 2002, a copy of which is attached hereto as Defendants’ Exhibit 1;
- (b.) In paragraph 13 of their Complaint, Plaintiffs allege that on November 8, 2002, Defendant herein Pastor Lawrence Adetunji also signed a “General Agreement” issued by MOFMM “INTERNATIONAL HEADQUARTERS,” which the Plaintiff located in Lagos, Nigeria headed by Daniel Olukoya, the “General Overseer” of Plaintiffs, a copy of which is attached hereto as Defendants’ Exhibit 2;
- (c.) In paragraph 14 of their Complaint, Plaintiffs allege that in 2002, Defendant herein Pastor Lawrence Adetunji (the head Pastor of the Defendant Bowie Church), signed a Letter issued and signed by Daniel Olukoya, the “General Overseer” of Plaintiffs, dated October 28, 2002, a copy of which is attached hereto as Defendants’ Exhibit 3;
- (d.) Plaintiffs in their discovery responses have produced a 36-page copy of the “CONSTITUTION OF THE MOUNTAIN OF FIRE AND MIRACLES MINISTRIES (AS AMENDED) which is dated December 2002 and is also

signed by Daniel Olukoya, the “General Overseer” of Plaintiffs, copies of the cover page, table of contents and signature page of which are attached hereto as Defendants’ Exhibit 4.

4. All of the foregoing documents have one thing in common: They were all signed by the highest official of the corporate Plaintiffs, the “General Overseer” thereof, Daniel Olukoya. (In the case of the “General Agreement,” Exhibit 2 hereto, it is obvious that Dr. Olukoya was the motivating force in the issuance of that document, even though he may not have signed it.) In addition, with Exhibits 1 – 4 hereto, among other documents, Plaintiffs in their Complaint seek to establish the existence of a “trust” for their own benefit over the property of the Bowie Church.

5. The consequences of Plaintiffs’ intention to use Exhibits 1 through 4 are not insignificant. To the contrary, it is Plaintiffs’ intention to become the owner of valuable real estate in Bowie, Maryland with an appraised value of approximately \$800,000 and of cash in bank accounts of approximately \$400,000.

6. However, Plaintiffs’ stratagem of not producing “General Overseer” Daniel Olukoya for either deposition or trial testimony, would be unjust and unfair in the extreme to Defendants. The witnesses proffered by Plaintiffs as “corporate designees” who gave their deposition testimony on behalf of the Plaintiffs are: Dr. Gilbert Garcia, the external General Counsel for the Plaintiffs; Ms. Grace Ugeh, the Secretary of the Board of Trustees of Plaintiff MOFMM USA and Mr. Ade Adetayo, the “Assistant General Overseer” of Plaintiffs. However, it is beyond dispute that none of those individuals signed any of the documents appended hereto as Exhibits 1 – 4.

7. In addition, Dr. Olukoye signed the Articles of Incorporation of the corporate

Defendant Church, the MOFMM, MD Incorporated, *i.e.*, the Bowie Church, as an incorporator and initial trustee, but he did not have any involvement in the Bowie Church thereafter. A copy of said Articles of Incorporation are submitted herewith as Defendants' Exhibit 7, incorporated herein by reference. However, after he signed the Articles of Incorporation of the Bowie Church, "Dr. Olukoya had virtually no contact with the Bowie Church from 2000 to 2016. . . . [and] Dr. Olukoya did not participate at all in the governance or management of the Bowie Church, and he most certainly never "elected" or selected anyone to be a trustee of the Bowie Church from 2000 to 2016." See the Affidavit of Pastor Lawrence Adetunji, attached hereto as Defendants' Exhibit 6 and incorporated herein by reference.

8. Only Dr. Daniel Olukoya can provide testimony regarding his intentions, goals and objectives in issuing the documentation appended hereto as Exhibits 1 – 4, 7 and 8. It is only with his presence at trial that this Court can determine the significance of the documents that are central to the claims of the Plaintiffs in this case in their purported establishment of a "trust" that would result in a huge financial windfall to the two corporate Plaintiffs in this case. Without the opportunity to cross-examine Dr. Olukoya, the Defendants would be at a gross disadvantage: They would be forced to defend against the documents authored by the key witness for the corporate Plaintiffs, without an opportunity to confront the head of the corporations who wish to seize all of Defendants' church-related property.

9. The injustice and unfairness of Plaintiffs' withholding of their key witness is underscored by the fact that the two corporate Plaintiffs never provided "***one penny of financial aid or assistance to the Bowie Church.***" See the Affidavit of Pastor Adetunji, Defendants' Exhibit 6. To the contrary, the Bowie Church paid "remittances" demanded by the corporate Plaintiffs from about 2007 through 2015 in the astonishing amount of over \$700,000, but the

Bowie Church “never received any financial support whatsoever in return from the MOFMM USA or MOFMM International.” *Id.*

10. Defendants therefore request that the Court issue a subpoena requiring the presence of Daniel Olukoya on the grounds cited above, and if need be, Defendants request that the Court postpone the trial in this case that is scheduled to begin on October 23, 2017. In the alternative, Defendants request that if Dr. Olukoya does not appear at trial to be cross-examined by counsel for the Defendants, any document signed by him be struck from the record and that the documents be prohibited from use of or reference by Plaintiffs at trial.

WHEREFORE, Defendants request that this Court grant them the relief requested herein and enter the proposed order submitted herewith.

Respectfully submitted,

By 


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**HEARING REQUESTED BEFORE OCTOBER 20, 2017, AS TRIAL TO BEGIN ON
OCTOBER 23, 2017.**

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of October, 2017, a copy of the foregoing pleading was sent by e-mail, fax and/or first class mail, postage prepaid, to the following:

Thomas J. Schetelich, Esq.
Rafiq R. Gharbi, Esq.
Ferguson *et al.* Law Firm
100 S. Charles Street, Suite 1401
Baltimore, MD 21201

A handwritten signature in black ink, appearing to read 'S. Ricardo Narvaiz', written over a horizontal line.

S. Ricardo Narvaiz