

2023ECV0140

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Cindy Mason, Clerk
Columbia County, Georgia

IN THE SUPERIOR COURT OF COLUMBIA COUNTY
STATE OF GEORGIA

TRINITY ON THE HILL UNITED)
METHODIST CHURCH, an unincorporated)
religious association, acting by and through)
its duly elected Trustees, CARL DOWLING,)
PAUL PETERSON, KAREN JONES,)
MAGGIE FISCHOFER, JAY FORRESTER,)
STEVE FARMER, JANET BILLINGSLEY,)
TOM BLANCHARD, GWEN WOOD, and)
BEN McELREATH,)

Plaintiffs,)

v.)

GREG PORTERFIELD, SUE HAUPERT-)
JOHNSON, ROBIN DEASE, THE)
TRUSTEES OF THE NORTH GEORGIA)
CONFERENCE OF THE UNITED)
METHODIST CHURCH, INC., and THE)
NORTH GEORGIA CONFERENCE OF)
THE UNITED METHODIST CHURCH,)
INC.,)

Defendants.)

**VERIFIED COMPLAINT, INCLUDING
REQUEST FOR INTERLOCUTORY AND
PERMANENT INJUNCTION**

COMES NOW TRINITY ON THE HILL UNITED METHODIST CHURCH, named
above, an unincorporated religious congregation, by and through its duly elected representatives,
its Trustees above named, and its TRUSTEES acting as such (collectively “Trinity”), and for this
their petition and complaint against Defendants above named show as follows:

JURISDICTION, PARTIES AND VENUE

1. Trinity files this action for injunctive relief and for damages, to redress lawless
conduct by Defendants that threatens to destroy this religious congregation, as alleged
hereinbelow. This action presents an issue which is within the competence and jurisdiction of this

Court, which can and should be resolved under neutral principles of law applicable to any property dispute, without deciding any religious questions and without intruding into legitimate ecclesiastical autonomy, that is, this case can be resolved in accordance with secular Georgia law as laid down by the Supreme Court of Georgia for church property questions and without interfering with the separation of church and state. This property dispute can and must be resolved in accordance with the procedure employed by the Georgia Supreme Court in the recent cases of *Presbytery of Greater Atlanta, Inc. v. Timberridge Presbyterian Church, Inc.*, 290 Ga. 272 (2011), and *Rector v. Bishop of the Episcopal Diocese of Georgia, Inc.*, 290 Ga. 95 (2011).

2. As shown below, Plaintiff has no other available remedy to prevent the taking of its property in violation of law, other than the remedies sought herein.

3. Venue in this action is proper in this Court. Defendant Greg Porterfield is a resident of Columbia County, against whom substantial equitable relief is sought. In addition, all Defendants, including Defendant Porterfield, are members of a conspiracy to deprive Plaintiff of its property, without due process of law. Venue is proper in that a member of the conspiracy, Defendant Porterfield, resides in Columbia County.

4. Trinity is an unincorporated religious association worshipping since 1927 at facilities on Monte Sano Avenue, Richmond County, Georgia, which facilities have been built and enlarged over the years with funds generated by the sacrificial giving of countless members.

5. Defendant Greg Porterfield is a resident of Columbia County, Georgia, who may be served at 5202 Windmill Court, Evans, Georgia 30809. He is the District Superintendent for the South Eastern District of the North Georgia Conference of the United Methodist Church (the “UMC”).

6. The UMC is not named as a Defendant herein, because it is not a legal body which can sue or be sued.

7. Defendant Sue Hauptert-Johnson is a resident of the State of Virginia, who may be served at 10330 Staples Mill Road, Glen Allen, Virginia 23060. Plaintiff sues Defendant Hauptert-Johnson pursuant to the Georgia Long Arm Statute, O.C.G.A. §§ 9-10-90 et. seq., in that she has herself committed tortious acts within this state, and further that she has participated in an illegal conspiracy as alleged hereinbelow, which has been effectuated in the State of Georgia by acts within this State, including acts of Defendant Hauptert-Johnson personally done within this State, and which is intended to have its effect in the State of Georgia. Defendant Sue Hauptert-Johnson is the immediate past bishop of the territory covered by the North Georgia Conference of the UMC and acted as such through December 31, 2022.

8. Defendant Robin Dease is the currently serving Bishop of the territory covered by the North Georgia Conference of the UMC, who may be served at 1700 Century Circle NE, Atlanta, Georgia 30345.

9. Defendant Trustees of the North Georgia Conference of the United Methodist Church, Inc. ("North Georgia Conference Trustees") is a corporation organized under the laws of the State of Georgia whose registered agent is Harold Buckley and who may be served at Overlook I, Suite 700, 2849 Paces Ferry Road, Atlanta, GA, 30339.

10. Defendant North Georgia Conference of the United Methodist Church, Inc. ("North Georgia Conference") is a corporation organized under the laws of the State of Georgia whose registered agent is Harold Buckley and who may be served at Overlook I, Suite 700, 2849 Paces Ferry Road, Atlanta, GA, 30339.

FACTS

Background of the Present Legal Issues

11. From the time of its foundation in 1927, Trinity has been denominationally affiliated with The Methodist Episcopal Church, South and its successor denominations, first the Methodist Episcopal Church (after 1939) and subsequently The UMC (since 1968), in each case through the North Georgia Conference.

12. The relationship between Trinity and the UMC is stated and controlled by the Book of Discipline of the United Methodist Church (the “Book of Discipline”), which can be amended only by the highest and only legislative authority within the UMC, its General Conference. No other body within the UMC, other than the General Conference, has law-making authority, and no body other than the General Conference can either amend the Book of Discipline or negate any portion of the Book of Discipline. This *exclusive* authority has been repeatedly affirmed by the Judicial Council of the UMC, which is the highest judicatory in the UMC, and is not a matter in dispute.

13. In addition to the General Conference, the UMC is organized into regional “annual conferences,” which, unlike the General Conference, are bodies capable of suing and being sued in secular courts. Defendant North Georgia Conference is one such body, covering the territory in which Trinity is located. Each annual conference has an incorporated board of trustees, of which Defendant North Georgia Conference Board of Trustees is one.

14. The UMC claims to be the beneficiary of a trust created by the Book of Discipline and allegedly applicable to all the property of all United Methodist churches. The UMC and all Defendants herein also claim that if a congregation of the UMC withdraws from the UMC, other than in the limited circumstances described below, its property becomes the property of the board

of trustees of the geographical conference in which it is located. In the case of Trinity, this would be Defendant North Georgia Conference Trustees.

15. At the last meeting of the General Conference of the UMC, which was held in 2019, the General Conference adopted a new provision for the Book of Discipline, now included therein as Paragraph 2553.

16. This provision was placed in the Book of Discipline by the General Conference to deal with increasing disagreements within the UMC pertaining to “human sexuality,” such as disagreement over whether avowed and practicing homosexuals should be ordained as ministers in the UMC and whether UMC ministers should perform “same sex marriages.”

17. Trinity does not favor such ordinations or marriages, which Trinity fears will be imposed by the next General Conference of the UMC. Presently, the ordination and marriage of homosexuals is not allowed by the Book of Discipline. Nonetheless, the propriety of such ordinations or marriages is not, however, being placed before this Court, which would have no jurisdiction over such a question.

18. Paragraph 2553 provides a procedure and a set of neutral rules, not based on any religious questions or requiring the interpretation of any religious doctrines, whereby a local church may withdraw (“disaffiliate”) from the UMC and retain its property free of any claim of trust in favor of the UMC.

19. Paragraph 2553 was enacted by the General Conference so as to provide a gracious way for a local church disaffiliate from the UMC, without there having to be a debate over religious issues or ecclesiastical questions.

20. By its terms, however, Paragraph 2553 can only be utilized to disaffiliate from the UMC if the process of disaffiliation is completed on or before December 31, 2023 (hereinafter the “Sunset Date”).

21. Defendants, acting illegally, in bad faith, and *ultra vires* to the unquestionable limits on their powers, have conspired to deprive Trinity of its valuable property right, created by Paragraph 2553, to withdraw from the UMC with its property intact.

22. Specifically, Defendants have conspired to “run out the clock” on Trinity’s ability to utilize Paragraph 2553, by a combination of *ultra vires* actions, fraudulent misrepresentations, and promises which they have failed to keep, so that, unless this Court intervenes, Trinity cannot and indeed will not be allowed to fulfill the requirements of Paragraph 2553 in time to meet the Sunset Date.

23. Trinity relied on these promises to its detriment, such that now, when Defendants have announced their intention not to adhere to their self-created schedule in terms that make it clear that Defendants will not allow Trinity or any other local church in the North Georgia Conference to utilize Paragraph 2553, Trinity cannot have the benefit of the valuable property right created by Paragraph 2553 without the intervention of this Court.

Paragraph 2553 and the Process for Disaffiliation

24. A copy of Paragraph 2553 is attached hereto as Exhibit A.

25. The General Conference, by creating a new Paragraph 2553 of the Book of Discipline, established a means by which a church can withdraw, or “disaffiliate,” from the UMC without the necessity or permissibility of inquiry being made into its position or that of its members on this issue of “human sexuality” or indeed on any religious issue.

26. Paragraph 2553 contemplates and provides a procedure based on neutral principles of property ownership and disposition, without any reference to religious or ecclesiastical principles at all. This fact has been made obvious by a finding provided by Defendant Hauptert-Johnson when she was presiding as bishop over the 2021 Annual Conference of the North Georgia Conference.

27. Defendant Hauptert-Johnson, presiding over an annual conference of Defendant North Georgia Conference, has specifically found that church law was not implicated by the principles of Paragraph 2553.

28. The Judicial Council of the UMC upheld Defendant Hauptert-Johnson's finding on procedural grounds. UMC Judicial Council Decision No. 1422, February 9, 2022, a copy of which is attached hereto as Exhibit B.

29. Paragraph 2553 prescribes a clear and specific procedure to be followed to accomplish a disaffiliation.

30. First, a local church, acting through its church council, requests the district superintendent for the local church's geographical area (in Trinity's case this is Defendant Porterfield) to call a church conference of the membership of the local church, to be presided over by the district superintendent, to consider whether the local church wishes to disaffiliate from the UMC.

31. With respect to this local church conference, Paragraph 2553 states that it "shall be conducted in accordance with Paragraph 248 [of the Book of Discipline].

32. Under Paragraph 248, if a local church has requested a church conference, the district superintendent has no discretion to refuse to call one. A copy of Paragraph 248 of the Book of Discipline is attached hereto as Exhibit C. Paragraph 248 makes it clear that there are two ways

in which a church conference can be called by the district superintendent. One is at his own discretion. The other is when he is requested to do so by a local church. In the latter case, the district superintendent's duty is purely ministerial and is not subject to his discretion.

33. At the local church conference called by the district superintendent, a vote is to be taken as to whether the local church wishes to disaffiliate from the UMC.

34. If two-thirds of the members of the local church present and voting at the duly called church conference vote in favor of disaffiliation, then the local church's request to disaffiliate to be presented to the annual conference of the geographical conference in which the church is situated, for approval by the conference.

35 Under Paragraph 2553, the bishops of the UMC, such as Defendants Hauptert-Johnson and Dease, have *no role at all* in the process of disaffiliation

36. On the other hand under Paragraph 2553, district superintendents as such (in Trinity's case, Defendant Porterfield) have the limited and ministerial role of calling a local church conference to consider disaffiliation, when a local church council has requested one, and of presiding over the local church conference.

37. Under Paragraph 2553, the board of trustees of a regional conference (which is a legal entity separate from the regional conference itself) also has a limited role in the disaffiliation process. The role of a conference board of trustees under Paragraph 2553 is to enter into a "binding Disaffiliation Agreement," which is to contain standard terms specified in Paragraph 2553 (all of which are financial or other non-religious matters), to which a conference board of trustees may add "additional standard terms that are not inconsistent" with the standard terms specified in Paragraph 2553.

38. In the case of Defendant North Georgia Conference, Defendant North Georgia Conference Trustees has developed and published such a standard disaffiliation agreement, a copy of which is attached hereto as Exhibit D (the “Disaffiliation Agreement Template”).

39. Trinity stands ready and able to accept the terms and conditions of the Disaffiliation Agreement Template. In order to be in a position to do so, it must hold its church conference to consider disaffiliation and hold a vote by which two-thirds of the membership present and voting can signify Trinity’s desire to disaffiliate from the UMC.

*Defendants’ Illegal and Ultra Vires Scheme to “Run Out the Clock”
on the Right of Local Churches to Disaffiliate under Paragraph 2553*

40. The regional annual conferences of the UMC normally meet only once a year. The North Georgia Conference is scheduled to meet in 2023 beginning on June 1, 2023 and concluding on June 3, 2023

41. Since Paragraph 2553 has a Sunset Date of December 31, 2023, it is apparent that questions of timing are all-important for a local church seeking disaffiliation.

42. Trinity cannot without discovery herein know when Defendants began their plan and conspiracy to deprive Trinity and other similarly situated churches of their right under Paragraph 2553, or exactly when each Defendant joined the conspiracy, but the words and actions of Defendants show that the plan was probably begun sometime in 2021, after it became clear that Paragraph 2553 was a legal part of the Book of Discipline.

43. Paragraph 2553 was approved in February of 2019 by the General Conference of the UMC. Paragraph 2553 was subsequently challenged in the Judicial Council of the UMC, which was not resolved until a decision by the Judicial Council on April 16, 2021. The first and only churches within the North Georgia Conference to disaffiliate under Paragraph 2553 were thus not able to do so until the 2022 Annual Conference.

44. On September 27, 2021, at a meeting at which Defendant Porterfield was also present, Defendant Haupt-Johnson made the following statement to a group of concerned representatives and members of Trinity and others:

“If you want to leave, go ahead and leave. Don’t wait on the General Conference. [a reference not to the annual conference of the North Georgia Conference, but to the General Conference of the UMC, some years off] I will pave the way for churches to be independent. . . If a church can’t afford their unfunded pension liability, the Methodist Foundation will offer them a loan. Wespath will fund this . . .”

45. In March 2022, Defendant Porterfield attended a “discernment meeting” with the congregation of Trinity. At that time, Defendant Porterfield answered questions from the church congregation and did not object to any of the disaffiliation materials displayed to the congregation. A video copy of that meeting is available at: <https://www.youtube.com/watch?v=FNN-H5aOIsg>.

46. On April 5, 2022, Defendant Porterfield, made the following representation to a member of the Fact Finding Committee appointed from the Church Council of Trinity to explore disaffiliation and to Larry Moss, Chairman of the Church Council of Trinity:

“. . . as District Superintendent if the [Trinity on the Hill] congregation decides to vote in this next conference year I will authorize that vote. If asked I will conduct a church conference following paragraph 2553. The conference will reflect the conscience of your church and if it does as the 2553 specifies I will attest to your vote and represent and advocate for that decision at the Annual Conference session. . . for me it is a solemn exercise. I take it seriously it represents who I am as a District Superintendent and a pastor.”

47. Both before and after the 2022 Annual Conference, Defendants other than Defendant Dease (who at that time was not yet within the North Georgia Conference) continually assured local churches that there was no hurry to request disaffiliation and encouraged local

churches, including Trinity, to engage in a lengthy period of “discernment” before requesting a church conference and voting on requesting disaffiliation.

48. Trinity took the advice of Defendants, as conveyed to Trinity especially through Defendant Porterfield, and continued upon its process of discernment.

49. On May 18, 2022, agents of Trinity met with Defendant Porterfield and hand-delivered a request to Defendant Porterfield to call a church conference for Trinity for the express purpose of voting to disaffiliate from the UMC. Defendant Porterfield responded, in effect, that his hands were tied by the Conference and that he could not “activate” their letter and call such a church conference until January 2023, although he provided no reason why this was so.

50. Shortly after the conclusion of the 2022 Annual Conference of Defendant North Georgia Conference, Defendant North Georgia Conference Trustees announced to the entire conference for the first time that no disaffiliation requests would be received prior to January 1, 2023.

51. This decision to delay the process of disaffiliation in 2023 from even beginning until January 1, 2023, which had apparently been in the works for months, was not within the powers of any Defendant and was contrary to the terms of Paragraph 2553.

52. Neither 2553 nor any other provision of the Book of Discipline authorizes any officer or entity connected with the UMC to impose any “terms and conditions” on the process of calling and holding a local church conference to consider and vote on disaffiliation.

53. Only the board of trustees of a regional conference (in Trinity’s case, Defendant North Georgia Conference Trustees) has the right to add additional “terms and conditions”, and these relate only to “terms and conditions” placed in a disaffiliation plan template, such as said Defendant has published (Exhibit D hereto) for execution *after* a local church has voted for and

requested disaffiliation and not to the process leading up to and including the local church's vote as to disaffiliation. Further, even Defendant North Georgia Conference Trustees cannot adopt any provision that would negate Paragraph 2553, which as alleged below it has attempted to do.

54. Nonetheless, Trinity continued its process of discernment in good faith and intended to wait out these *ultra vires* acts of delay, as it was assured repeatedly that it would have its opportunity to conduct its church conference vote in time to disaffiliate (if approved) at the 2023 Annual Conference.

55. On or about August 21, 2022, Defendant Porterfield, at a meeting of various UMC officials and members within the South East District, showed a slide which stated that if a local church spread what Defendant Porterfield referred to as "misinformation," but which the slide called "charges without substantiation or attribution," regarding disaffiliation, that local church would be disallowed from conducting a church conference vote pursuant to Paragraph 2553.

56. A member of his audience at the time inquired of Defendant Porterfield whether a local church could use the educational materials about disaffiliation developed by the Fact Finding Committee on disaffiliation of Trinity. Defendant Porterfield replied in the negative, saying untruthfully that such materials were not approved because they contained false and misleading information.

57. Concerned and shocked by a report of this comment (as Porterfield had approved all of their educational materials), leaders of Trinity conferred with Defendant Porterfield in-person for an explanation on September 1, 2022.

58. Defendant Porterfield referred to a single factual matter in the materials that he felt was untrue, to which Trinity later supplied sourcing that apparently satisfied Defendant Porterfield's questions about the accuracy of the representation, but other than this one factual

item, Porterfield expressly assured Trinity that it was in good standing and had every right to proceed with the disaffiliation process.

59. Other than this one instance which appeared to Trinity to have been quickly resolved, Defendant Porterfield consistently advised Trinity that it was proceeding properly.

60. However, in light of subsequent events, it has become obvious that the decision illegally to delay the process of disaffiliation under Paragraph 2553 until January 1, 2023 was part and parcel of Defendants' plan to ensure that no churches other than the mostly small and rural ones who disaffiliated at the 2022 Annual Conference would be allowed to disaffiliate under Paragraph 2553, and that Defendant Porterfield's conduct was in furtherance of this plan.

61. Given that the 2023 Annual Conference, at which requests for disaffiliation would be considered pursuant to Paragraph 2553, is scheduled to begin on June 1, 2023 and continue through June 3, 2023, this *ultra vires* scheme by Defendants had the effect of placing severe time limits on the ability of local churches to utilize Paragraph 2553. In time, rather than just severe time limits, Defendants would impose absolute bar in to local churches engaging in the disaffiliation process under Paragraph 2553.

62. On or about November 4, 2022, at a meeting of an entity of the UMC called the Jurisdictional Conference, it was announced that Defendant Hauptert-Johnson would be moved as of January 1, 2023 from being bishop over the North Georgia Conference to being bishop over the Virginia Conference, and that Defendant Dease would be installed as bishop over the North Georgia Conference on the same date.

63. Around early December of 2023, Larry Moss, as chair of the church council of Trinity, prepared a video address to update Trinity's congregation of the progress of the disaffiliation process. In keeping with Trinity's constant effort to make sure that it was conducting

its discernment process in accordance with the wishes of Defendants, regardless of Defendants' unjustified claim to control this process, Mr. Moss submitted this video to Defendant Porterfield for his review prior to its use.

64. Defendant Porterfield sought only one change in the video, which was accordingly made by Mr. Moss. In fact, Mr. Moss re-filmed the entire video in order to accommodate Defendant Porterfield's request.

65. This video address was presented at a church congregational meeting on December 5, 2023. Defendant Porterfield said nothing thereafter in response to the video. A video copy of this address is available at: <https://www.youtube.com/watch?v=G2KYUm0OwBs&t=2s>.

66. Among other items, this video contains documentation, in the form of her own words, of Defendant Dease's advocacy of the ordination of homosexuals to the ministry, in violation of the Book of Discipline.

67. On December 28, 2022, three days before leaving the jurisdiction, Defendant Hauptert-Johnson, *ultra vires* to her powers as Bishop over the North Georgia Conference, issued an announcement purporting to impose what she called a "pause" in the disaffiliation process. purported to impose what she called a "pause" by letter on the process of disaffiliation under Paragraph 2553, purporting to act for herself and for Defendant North Georgia Conference Trustees. A copy of this letter (hereinafter the "Pause Letter") is attached hereto as Exhibit E.

68. Although the Pause Letter is issued in the names of Defendant Hauptert-Johnson and Defendant North Georgia Conference Trustees, it is in fact beyond the powers of either. As shown below, it does not place a "pause" on the process of Paragraph 2553. On the contrary, it completely negates Paragraph 2553 and forecloses any local church, including Trinity, from exercising its property right under Paragraph 2553.

69. The Pause Letter decrees, on behalf of Defendant Hauptert-Johnson and Defendant North Georgia Trustees, that the “pause” will be indefinite and that no applications for a church conference will be acted upon by district superintendents and no requests for disaffiliation will be presented to Defendant North Georgia Conference before the General Conference in April and May 2024, well after the Sunset Date of Paragraph 2553.

70. In addition, the Pause Letter is a complete repudiation of the previous promises and assurances of Defendants that local church conferences would be scheduled in time to allow requests for disaffiliation to be presented to the 2023 Annual Conference of Defendant North Georgia Conference.

71. The Pause Letter is the culmination so far of Defendants’ scheme to deprive Trinity and other local churches similarly situated of the valuable right granted by Paragraph 2553 of disaffiliating from the UMC while retaining their property.

72. In her “Pause Letter”, Defendant Hauptert-Johnson makes the following statements in an attempt to justify the “pause”:

... “[t]he cabinet has discovered and observed that many local churches have been misled about the disaffiliation process and have been presented with information about the process, and about The United Methodist Church and its leadership, that is factually incorrect and defamatory. . .

... As a result of the misleading, defamatory, and false statements and materials shared with local church members by certain organizations as well as clergy and lay members of various churches and outside groups, we do not have confidence in the validity of upcoming church conference disaffiliation votes. After *lengthy periods of discussion and consultation involving the cabinet*, the board of trustees, and appropriate conference leadership, we have agreed that our Annual Conference cannot rely upon such votes for purposes of negotiating a gracious exit

--(emphasis supplied, and it should be noted that Defendant Porterfield is a member of what Defendant Hauptert-Johnson refers to as “the cabinet”)

73. The statement that “many local churches have been misled about the disaffiliation process and have been presented with information about the process, and about The United Methodist Church and its leadership, that is factually incorrect and defamatory” is itself false and known to be false by Defendants.

74. Moreover, if the statement were true, none of any such statements can be related to Trinity, its discernment process or any vote it may have on disaffiliation. Or, if it is true as to Trinity, then Defendant Porterfield has been intentionally dishonest to Trinity.

75. This is because at all stages of its discernment as to disaffiliation, Trinity has taken pains to seek the advice and approval of Defendant Porterfield, including for all information provided to its congregation.

76. Defendant Porterfield was and is part of the bishop’s cabinet, meaning he was part of the “lengthy discussions” referred to by Defendant Hauptert-Johnson that culminated in the Pause Letter of December 28.

77. Although Defendant Porterfield in his communications with Trinity and its representatives claimed to support Trinity’s efforts and did not express any question about whether Trinity was proceeding properly, in fact Defendant Porterfield, had full knowledge of the conspiracy of which he was a part to “run out the clock” on the availability to Trinity and other local churches of Paragraph 2553.

78. On January 25, 2023, 28 days after the Pause Letter was issued, Defendant Porterfield wrote a letter to Mr. Rob Mitchell, Chair of the Church Council of Greensboro First United Methodist Church, that “[a] church that has done the discernment incorrectly would be Trinity on the Hill.”

79. Defendant Porterfield made this statement after having continuously and repeatedly assured Trinity, by both words and conduct, that Trinity was proceeding properly in its discernment process and that its request that he call a church conference to consider disaffiliation would be honored.

80. On January 25, 2023, when Defendant Porterfield wrote to Mr. Mitchell, Defendant Porterfield had no more information as to the manner in which Trinity has conducted its discernment process than Defendant Porterfield had on December 5, 2022, or earlier, yet Porterfield remained silent and certainly did not suggest in any way whatsoever that Trinity would be barred by the North Georgia Conference from receiving its church conference vote in early 2023.

81. In light of the Sunset Date, Defendant Hauptert-Johnson's so-called "pause," which is *ultra vires* to her authority, in fact forecloses *any* use of Paragraph 2553 by *any* local church, "gracious" or not, including those which accepted the assurances of Defendants that their requests for a church conference pursuant to Paragraph 2553.

82. By the means of their *ultra vires* acts in furtherance of their conspiracy, Defendants seek to, and indeed will, deprive Trinity of a valuable property right under Paragraph 2553, unless this Court intervenes.

83. Shortly after issuing her Pause Letter, in fact a complete negation of Paragraph 2553, Defendant Hauptert-Johnson left the jurisdiction, having completed her term as bishop over the North Georgia area, and was replaced by Defendant Dease.

84. The "Questions & Answers" section of the North Georgia Conference website related to the Pause Letter makes it clear that Defendant Dease was, at the time the Pause Letter was issued, "aware of this pause and why it is necessary."

85. Trinity has sought a meeting with Defendant Dease to discuss this matter and to be given evidence to support the pretexts given by Defendant Hauptert-Johnson for the so-called “pause,” but Defendant Dease has failed and refused to meet with Trinity or, on information and belief, with any person representing a local church on this issue.

86. Defendant Dease has not rescinded the so-called “pause,” which remains in effect and will, unless nullified, deprive Trinity and other churches similarly situated of their rights under Paragraph 2553. This negation of Paragraph 2553 is not within the powers of any Defendant.

87. The sequence of actions that has denied Trinity the benefit of the neutral process of disaffiliation enacted by the General Conference of the UMC leads to the clear inference that Defendants’ actions have been taken as part of a concerted plan to deprive Trinity and other similarly situated churches of the benefit of Paragraph 2553. This is in the economic interest of Defendants, although a showing of such an economic interest is not necessary to sustain Trinity’s claims herein.

88. Paragraph 2553 provides clear and non-doctrinal principles of decision, not involving any religious or ecclesiastical questions, which the secular courts of Georgia may and indeed must apply to protect the interest of Plaintiff. Though there are significant theological reasons behind Trinity’s desire to exercise its rights under Paragraph 2553, the Court need not delve into those, as Paragraph 2553’s neutral principles of law have been confirmed by Defendant Hauptert-Johnson and the Judicial Council of the United Methodist Church.

89. The present action is not the first time that the issue of disaffiliation from the UMC has been brought before a secular court in Georgia. Recently, as a part of the settlement a lawsuit in the Cobb County Superior Court, Mt. Bethel United Methodist Church, the largest church in the North Georgia Conference of the UMC, was allowed to disaffiliate and keep its property.

90. The actions of Defendants leave Trinity without any recourse except to this Court if it is to preserve its valuable property right under Paragraph 2553.

91. Any further delay in applying the process of Paragraph 2553 will risk action not being taken by the Sunset Date of Paragraph 2553, December 31, 2023.

92. In acting as alleged hereinabove, and in making the statements alleged, Defendants have acted in bad faith and have caused Trinity unnecessary trouble and expense, such that Defendants are entitled to recover reasonable attorneys' fees and expenses of litigation as to such counts stated hereinbelow which incorporate this paragraph.

93. In acting as alleged hereinabove, and in making the statements alleged, Defendants committed willful misconduct and have acted with malice, fraud, oppression and that entire want of care which would raise the presumption of conscious indifference to consequences, such that Trinity is entitled to recover punitive damages pursuant to O.C.G.A. Section 51-12-5.1 on all counts alleged hereinbelow which incorporate this paragraph.

COUNT ONE

(Promissory Estoppel)

94. The allegations of Paragraphs "1" through "92" hereinabove are re-alleged and incorporated herein by reference.

95. Defendants promised Trinity as alleged above that their purported regulations and actions did not impair Trinity's right to a timely decision on its request for disaffiliation, although Defendants knew at the time of making such promises and representations that they had no intention of complying with them.

96. Trinity relied on Defendants' promises to its detriment.

97. As of December 28, 2022, Defendant Hauptert-Johnson, allegedly with the concurrence of Defendant North Georgia Conference Trustees, Defendant Dease, and her “cabinet” (a group which includes Defendant Porterfield as a district superintendent), has completely foreclosed any resort by Trinity to Paragraph 2553, in clear abrogation of Defendants’ promises.

98. Injustice can only be avoided by enforcing Defendants’ promises to Trinity.

99. Under the Paragraph 2553 of the UMC’s Book of Discipline, Trinity possesses a valuable property right, which is the right to retain its property, free of any claim of trust in favor of the United Methodist Church, upon its compliance with the requirements of Paragraph 2553 of the Book of Discipline. However, this right will expire of its own terms on December 31, 2023, and Defendants have made it impossible for Trinity to vindicate this right, except through this Court.

100. Accordingly, this Court should enter a mandatory interlocutory and permanent injunction requiring (1) Defendant Porterfield to call and conduct a church conference of Trinity during the month of March, 2023, in time for Trinity’s application for disaffiliation to be submitted to the single scheduled annual conference of the North Georgia Conference, which is scheduled to commence on June 1, 2023, and (2) the Board of Trustees of the North Georgia Conference and the North Georgia Conference of the United Methodist Church to accept an application from Trinity for disaffiliation at the next scheduled annual conference of the North Georgia Conference beginning June 1, 2023, or at a special session of the annual conference to be scheduled within a period of three months after the said June 1 annual conference session, accept and approve the application upon terms no less favorable than those stated in the template published by the North Georgia Conference

101. Trinity is also entitled to nominal or compensatory damages as a result of Trinity's detrimental reliance on Defendants' false promises in such amount as the evidence may show, together with attorneys' fees and expenses of litigation as provided by law.

COUNT TWO

(Breach of Fiduciary Duty)

102. The allegations of Paragraphs "1" through "93" hereof are re-alleged and incorporated herein by reference.

103. At all relevant times, each Defendant owed and still owes fiduciary duties to Trinity as a congregation of the United Methodist Church, which duties includes the duty to see that Trinity is afforded all the rights and privileges to which it is entitled under the Book of Discipline.

104. Particular to this litigation, Defendants owe a fiduciary duty to Trinity to allow it the opportunity to use Paragraph 2553 of the Book of Discipline first to ascertain the wishes of its membership as to disaffiliation and then to apply for disaffiliation to the North Georgia Conference, all before December 31, 2023.

105. By their actions as alleged herein, and the conspiracy of which they are a part as alleged in Count Four, all Defendants have breached their fiduciary duty to Trinity, to Trinity's detriment.

106. To remedy Defendants' breach of fiduciary duty, this Court should enter a mandatory interlocutory and permanent injunction requiring (1) Defendant Porterfield to call and conduct a church conference of Trinity during the month of March, 2023, in time for Trinity's application for disaffiliation to be submitted to the single scheduled annual conference of the North Georgia Conference, which is scheduled to commence on June 1, 2023, and (2) the Board of Trustees of the North Georgia Conference and the North Georgia Conference of the United

Methodist Church to accept an application from Trinity for disaffiliation at the next scheduled annual conference of the North Georgia Conference beginning June 1, 2023, or at a special session of the annual conference to be scheduled within a period of three months after the said June 1 annual conference session, accept and approve the application upon terms no less favorable than those stated in the template published by the North Georgia Conference

107. For Defendants' breach of fiduciary duty, Trinity is also entitled to such nominal or compensatory damages as the evidence shall show, together with attorneys' fees and expenses of litigation and punitive damages according to law.

COUNT THREE

(Fraud)

108. The allegations of Paragraphs "1" through "93" are re-alleged and incorporated herein by reference.

109. All Defendants other than Defendant Dease have made fraudulent statements either directly to Trinity or intended to reach Trinity.

110. At the time of making these statements, Defendants other than Dease knew that the statements were false and, and the statements were made with the malicious intent that Trinity should rely on the statements to its detriment.

111. Trinity has reasonably relied on the fraudulent statements so made by all Defendants other than Defendant Dease, to its damage and detriment.

112. For Defendants' fraudulent misrepresentations, Trinity is entitled to such nominal and compensatory damages as the evidence shall show.

113. Defendants are entitled to attorneys' fees and expenses of litigation as provided by law.

COUNT FOUR

(Conspiracy)

114. The allegations of Paragraphs “1” through “93” are re-alleged and incorporated herein by reference.

115. All Defendants are participants in a conspiracy to deprive Trinity of a valuable property right, that is, the right to pursue the disaffiliation process created by Paragraph 2553 of the Book of Discipline and in turn to protect real and personal property occupied and in use by the congregation at Trinity.

116. The deprivation of Trinity’s valuable property right is an unlawful and *ultra vires* act accomplished by the acts taken by Defendants in furtherance of their shared conspiracy.

117. All Defendants are liable for the acts of each other in furtherance of the conspiracy, including all the acts of each Defendant as alleged hereinabove.

118. For Defendants’ actions in furtherance of the conspiracy, Trinity is also entitled to such nominal and compensatory damages as the evidence shall show.

COUNT FIVE

(Violation of O.C.G.A. § 16-14-4; § 16-14-6)

119. The allegations of Paragraphs “1” through “93” and “108” through “118” are hereby re-alleged and incorporated herein.

120. Defendants have engaged in an attempt to acquire or obtain control of property, that is, the valuable property right of Trinity to utilize Paragraph 2553 to disaffiliate from the North Georgia Conference, by means of a pattern of racketeering activity as described in O.C.G.A. § 16-14-4.

121. More particularly, Defendants have engaged in the making of fraudulent misrepresentations and knowingly made promises which they had and have no intention of keeping, concerning their restriction and operation of the process of disaffiliation under Paragraph

122. Defendants have done so not only to Trinity, but to numerous other churches in the South Eastern District of the North Georgia Conference, as well as elsewhere in the Conference, in each case both by general misrepresentations intended to reach all local church and also by particular misrepresentations to particular churches.

123. These acts, more than two in number and all of which occurred within the past four years, have the same or similar intents, results, accomplices, victims, or methods of commission and are otherwise interrelated by distinguishing characteristics and are not isolated incidents.

124. On the contrary, Defendants misrepresentations to the various churches and their illegal *ultra vires* acts have been part of a concerted scheme to deprive churches of their property rights. These fraudulent misrepresentations and acts have been transmitted and republished by Defendants by means of email and other channels of electronic communication and constitute wire fraud or attempted wire fraud under federal law as defined in 18 U.S.C. § 1343, as referenced in 18 U.S.C. § 1961(1), and as incorporated as predicate acts by O.C.G.A. § 16-4-3(5)(C), and together constitute a pattern of activity as defined by O.C.G.A. § 16-14-3(4)(A).

125. Trinity is an aggrieved person harmed and intended to be harmed by Defendants' fraudulent and illegal scheme and pattern, and is entitled to injunctive relief and damages under O.C.G.A. § 16-14-6(a).

126. Trinity is entitled to a preliminary injunction pursuant to O.C.G.A. Section 160-14-6(b), and Trinity stands ready to post a bond as the Court may require in support of such an order and injunction so as to obtain such a preliminary injunction before a final determination on the

merits. This preliminary injunction should require (1) Defendant Porterfield to call and conduct a church conference of Trinity during the month of March, 2023, in time for Trinity's application for disaffiliation to be submitted to the single scheduled annual conference of the North Georgia Conference, which is scheduled to commence on June 1, 2023, and (2) Defendant North Georgia Conference Board of Trustees and Defendant North Georgia Conference of the United Methodist Church to accept an application from Trinity for disaffiliation at the next scheduled annual conference of the North Georgia Conference beginning June 1, 2023, or at a special session of the annual conference to be scheduled within a period of three months after the said June 1 annual conference session, and to approve the application upon terms no less favorable than those stated in the template published by the North Georgia Conference Board of Trustees as described hereinabove.

127. Such a preliminary injunction should be granted in this case in order to avoid loss that would result to Trinity from not being allowed to complete the disaffiliation process before the sunset date of Paragraph 2553 on December 31, 2023.

128. For Defendants' actions in violation of O.C.G.A. § 16-14-4; § 16-14-6, Trinity is also entitled to such nominal and compensatory damages as the evidence shall show. Pursuant to O.C.G.A. § 16-14-6(c), such actual damages as may be proven shall be trebled by the Court.

129. Trinity is also entitled to recover attorney's fees in the trial and appellate courts and costs of investigation and litigation reasonably incurred pursuant to O.C.G.A. § 16-14-4(c).

COUNT SIX

(Declaratory Judgment; Reformation of Trust

Pursuant to Doctrine of *Cy Pres*)

130. The allegations of Paragraphs “1” through “92” are re-alleged and incorporated herein by reference.

131. The congregation of Trinity on the Hill overwhelmingly desires to disaffiliate from the UMC.

132. Trinity has endeavored to resolve this dispute over ownership of its property by following the process employing neutral principles of law which was established by the General Conference of the UMC, which is the sole law-making authority in the UMC, at the General Conference of 2019, codified in the Book of Discipline as Paragraph 2553.

133. As alleged in Counts One through Five hereinabove, Defendants have conspired to deprive Trinity of the valuable property right created by Paragraph 2553, the right to withdraw from the UMC with its property free and clear of any alleged trust in favor of any body constituting a part of the UMC, including Defendant North Georgia Conference Board of Trustees.

134. Speaking specifically of “title to all property now owned or hereafter acquired by an unincorporated local church” [such as Trinity], the Book of Discipline states that such property “shall be held by and/or conveyed and transferred to its [the local church’s] duly elected trustees, their successors and assigns, in trust for the use and benefit of such local church and of The United Methodist Church.” Book of Discipline, Paragraph 2536 (copy attached hereto as Exhibit F).

135. If a trust exists as to Plaintiff’s property which is dependent for its terms on the Book of Discipline, then it is a charitable trust which has become impossible to be executed in the manner provided by the Book of Discipline.

136. If a trust exists which is governed by the Book of Discipline, and if this Court does not grant the equitable relief Trinity has prayed for based on the foregoing counts, then it will be impossible for Plaintiff Trustees of Trinity to execute the trust, because the interests of the two

named beneficiaries according to the Book of Discipline, these being the “local church” on the one hand and the “United Methodist Church” on the other hand, will be in direct conflict, and there is no means to reconcile the conflict.

137. Therefore, this Court should apply the doctrine of *cy pres* as expressed in O.C.G.A. § 53-12-172, and as it exists in Georgia at common law, to reform the trust so as to conform it as nearly as possible to effectuate the intention of the settlor or donor.

138. The intent of the donors of Plaintiff’s property has always been primarily to benefit the local church congregation of Trinity on the Hill Methodist Church, which Plaintiff will show by appropriate evidence at trial herein.

139. In such case, if Trinity is denied the right to disaffiliate from the United Methodist Church with Trinity’s property, as provided in Paragraph 2553 of the Book of Discipline, this Court should accordingly, and pursuant to its power to reform a trust *cy pres*, reform the trust so as to remove The United Methodist Church as a beneficiary and enter a declaratory judgment that the Trustees hold the property solely for the use and benefit of Plaintiff, an unincorporated religious association, to the exclusion of The United Methodist Church, the North Georgia Conference of the United Methodist Church, the North Georgia Conference of the United Methodist Church, or any other agency or creation of The United Methodist Church.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands trial by jury of all issues so triable and prays for the following:

1. an interlocutory or preliminary and permanent injunction requiring (1) Defendant Porterfield to call and conduct a church conference of Trinity during the month of March, 2023, in time for Trinity’s application for disaffiliation to be submitted to the single scheduled annual

conference of Defendant North Georgia Conference, which is scheduled to commence on June 1, 2023, and (2) Defendant North Georgia Conference Board of Trustees to accept an application from Trinity for disaffiliation at the next scheduled annual conference of the North Georgia Conference beginning June 1, 2023, or at a special session of the annual conference to be scheduled within a period of three months after the said June 1 annual conference session, and to approve the application upon terms no less favorable than those stated in the template published by the North Georgia Conference;

2. a declaratory judgment establishing that Plaintiff Trustees of Trinity hold the property of Trinity, both real and personal, upon no trust other than one for the benefit of Trinity and specifically declaring that no other body, including The United Methodist Church, the North Georgia Conference of the United Methodist Church, or the Board of Trustees of the United Methodist Church, has any equitable or trust interest in such property;

3. reformation of any trust upon the real and personal property of Trinity, so as to establish and declare that the Trustees of Trinity hold such property only for the benefit of Trinity and not for the benefit of any other body, and specifically declaring that no other body, including The United Methodist Church, the North Georgia Conference of the United Methodist Church or the Board of Trustees of the United Methodist Church, has any equitable or trust interest in such property;

4. compensatory damages as a jury may find to be just, including nominal or general damages as may be applicable upon the evidence;

5. punitive damages pursuant to O.C.G.A. § 51-12-5.1 in such amount as a jury in its enlightened conscience may award;

6. an award of reasonable attorneys' fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11; and

7. such other and further relief as the Court may determine to be just and proper.

Respectfully submitted, this 22nd day of February, 2023.

TURNER PADGET GRAHAM & LANEY, P.A.

/s/ Charles C. Stebbins, III

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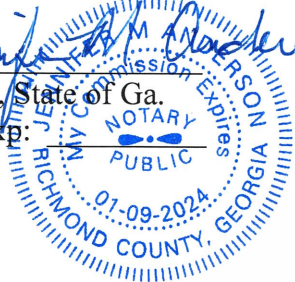
Attorneys for Plaintiff

VERIFICATION

APPEARED BEFORE ME, the undersigned officer duly authorized to administer oaths, Larry Moss, who first being duly sworn deposes and says that he is the Chair of the Church Council of Trinity on the Hill United Methodist Church and ~~of the Fact Finding Committee as to disaffiliation appointed by the Church Council of said Church~~, and that the allegations of the complaint herein are, where they are within his personal knowledge, true and correct, and where they are not within his personal knowledge are true and correct to the best of his information and belief after reasonable inquiry.

Sworn to and subscribed before me,
this 16th day of February, 2023.

Jennifer M. Anderson
Notary Public, State of Ga.
My comm: exp: 01-09-2024



) [Signature]
) Larry Moss
)
)

Exhibit A

¶ 2553. Disaffiliation of a Local Church Over Issues Related to Human Sexuality—

1. *Basis*-- Because of the current deep conflict within The United Methodist Church around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.

2. *Time Limits*--The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of ¶ 2553 expire on December 31, 2023 and shall not be used after that date.

3. *Decision Making Process*--The church conference shall be conducted in accordance with ¶ 248 and shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference. In addition to the provisions of ¶ 246.8, special attention shall be made to give broad notice to the full professing membership of the local church regarding the time and place of a church conference called for this purpose and to use all means necessary, including electronic communication where possible, to communicate. The decision to disaffiliate from The United Methodist Church must be approved by a two-thirds (2/3) majority vote of the professing members of the local church present at the church conference.

4. *Process Following Decision to Disaffiliate from The United Methodist Church*--If the church conference votes to disaffiliate from The United Methodist Church, the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. The terms and conditions, including the effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members. That agreement must be consistent with the following provisions:

a) *Standard Terms of the Disaffiliation Agreement*. The General Council on Finance and Administration shall develop a standard form for Disaffiliation Agreements under this paragraph to protect The United Methodist Church as set forth in ¶ 807.9. The agreement shall include a recognition of the validity and applicability of ¶ 2501, notwithstanding the release of property therefrom. Annual conferences may develop additional standard terms that are not inconsistent with the standard form of this paragraph.

b) *Apportionments*. The local church shall pay any unpaid apportionments for the 12 months prior to disaffiliation, as well as an additional 12 months of apportionments.

c) *Property*. A disaffiliating local church shall have the right to retain its real and personal, tangible and intangible property. All transfers of property shall be made prior to disaffiliation. All costs for transfer of title or other legal work shall be borne by the disaffiliating local church.

d) *Pension Liabilities*. The local church shall contribute withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. The General Board of Pension and Health Benefits shall determine the aggregate funding obligations of the annual conference using market factors similar to a commercial annuity provider, from which the annual conference will determine the local church's share.

e) *Other Liabilities*. The local church shall satisfy all other debts, loans, and liabilities, or assign and transfer them to its new entity, prior to disaffiliation.

f) *Payment Terms*. Payment shall occur prior to the effective date of departure.

g) *Disaffiliating Churches Continuing as Plan Sponsors of the General Board of Pension and Health Benefits Plans*. The United Methodist Church believes that a local church disaffiliating under ¶ 2553 shall continue to share common religious bonds and convictions with The United Methodist Church based on shared Wesleyan theology and tradition and Methodist roots, unless the local church expressly resolves to the contrary. As such, a local church disaffiliating under ¶ 2553 shall continue to be eligible to sponsor voluntary employee benefit plans through the General Board of Pension and Health Benefits under ¶ 1504.2, subject to the applicable terms and conditions of the plans.

h) Once the disaffiliating local church has reimbursed the applicable annual conference for all funds due under the agreement, and provided that there are no other outstanding liabilities or claims against The United Methodist Church as a result of the disaffiliation, in consideration of the provisions of this paragraph, the applicable annual conference shall release any claims that it may have under ¶ 2501 and other paragraphs of *The Book of Discipline of The United Methodist Church* commonly referred to as the trust clause, or under the agreement.

SUBJECT TO FINAL EDITING

JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

DECISION NO. 1422

(Docket No. 1021-10)

IN RE: Review of a Bishop's Ruling on Questions of Law in the North Georgia Annual Conference Concerning the Circumstances under which a Local Church may Pursue Disaffiliation.

DIGEST

The bishop's Decision of Law is affirmed.

STATEMENT OF FACTS

During the 2021 session of the North Georgia Annual Conference, on June 4, 2021, the Conference Board of Trustees presented a plan for disaffiliation of local churches, consisting of two parts: "Steps of Disaffiliation Process under ¶ 2553," listed as item 205a, and "Disaffiliation Agreement Pursuant to ¶ 2553," item 205b on page 50 of the *Reports*. Immediately after the report, a lay member [hereinafter Movant] raised the following Question of Law:

Does a local church that identifies itself as Traditional in the current understanding of that word as it applies to whether or not a church supports the current language of the Discipline regarding the practice of homosexuality, the marriage of same sex persons, and the ordination and appointment of LGBTQIA+ people have recourse to ¶2553 which provides a mechanism for the local church to disaffiliate from The United Methodist Church? More specifically, does the portion of ¶2553 that says the following:

¶ 2553. Disaffiliation of a Local Church Over Issues Related to Human Sexuality
1. Basis — Because of the current deep conflict within The United Methodist Church around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues...

provide Mt. Bethel United Methodist Church authority to invoke ¶2553 as providing a process for its disaffiliation since the leadership of the North Georgia Annual Conference has stated in its document entitled "Love is Making Room" the following:

We believe that harmful language about LGBTQ people and restrictions on marriage and ordination should be removed from the Book of Discipline.

On June 30, 2021, Bishop Sue Hauptert-Johnson issued her Decision of Law in which she ruled:

I find that no ruling of law is required because the North Georgia Annual Conference Board of Trustees has indicated that it will not question “the reasons of conscience” behind a church’s decision to disaffiliate. If the church sets forth this paragraph in the call for the called church conference, and the church conference is held fairly and in conformance with the BOD, and the motion contains the language of this paragraph and is duly voted upon, the Board of Trustees will not pursue any inquiry into the “reasons of conscience” behind the vote.

JURISDICTION

The Judicial Council has jurisdiction pursuant to ¶ 2609.6 of *The Book of Discipline 2016*.

ANALYSIS AND RATIONALE

Paragraph 51 of the Constitution mandates that a Bishop presiding over an annual, central or jurisdictional conference shall decide all question of law coming before the bishop in the regular business session of the Annual Conference. Bishops are given 30 days to issue a ruling and are constrained to respond to the question placed before them. The record supplied confirms the bishop acted in accordance with the provision of ¶ 51 which is substantiated by the Movant and the interested party.

The interested parties and *amicus curiae* conceded in their briefs of record that the bishop’s ruling was correct and should be affirmed. All other issues raised by the Movant and the *amicus* are outside the scope of the Question of Law as presented and cannot be addressed by the Judicial Council. The reach of our judicial authority is limited to “the decisions of law made by bishops...upon questions of law submitted to them in writing in the regular business of a session.” ¶ 2609.6 [emphasis added].

RULING

The bishop’s Decision of Law is affirmed.

17. In those instances where there are two or more churches on a pastoral charge, the charge conference may provide for a charge or parish council, a chargewide or parish treasurer, and such other officers, commissions, committees, and task groups as necessary to carry on the work of the charge.

18. In those instances where there are two or more churches on a pastoral charge, the charge conference may elect a chargewide or parish committee on nominations and leadership development, a chargewide or parish committee on pastor-parish relations, a chargewide or parish committee on finance, and a chargewide or parish board of trustees in such instances where property is held in common by two or more churches of the charge. All churches of the charge shall be represented on such chargewide or parish committees or boards. Chargewide or parish organization shall be consistent with disciplinary provisions for the local church.

19. In instances of multiple church charges, the charge conference shall provide for an equitable distribution of parsonage maintenance and upkeep expense or adequate housing allowance (if annual conference policy permits) among the several churches.

20. The charge conference shall promote awareness of and concurrence with the Doctrinal Standards and General Rules of The United Methodist Church, and with policies relative to Socially Responsible Investments (¶ 717), the Social Principles (¶¶ 160-166), and *The Book of Resolutions of The United Methodist Church*.

21. If any charge conference initiates, joins, monitors, or terminates a boycott, the guidelines in *The Book of Resolutions*, 2012, should be followed. The General Conference is the only body that can initiate, empower, or join a boycott in the name of The United Methodist Church.

22. When authorized by the district superintendent and the district board of church location and building, the charge conference may provide for the sponsoring of satellite congregations.

23. The charge conference shall have such other duties and responsibilities as the General, jurisdictional, or annual conference may duly commit to it.

¶ 248. *The Church Conference*—To encourage broader participation by members of the church, the charge conference may be convened as the church conference, extending the vote to all professing members of the local church present at such meetings. The church conference shall be authorized by the district superinten-

dent. It may be called at the discretion of the district superintendent or following a written request to the district superintendent by one of the following: the pastor, the church council, or 10 percent of the professing membership of the local church. In any case a copy of the request shall be given to the pastor. Additional regulations governing the call and conduct of the charge conference as set forth in ¶¶ 246-247 shall apply also to the church conference. A joint church conference for two or more churches may be held at the same time and place as the district superintendent may determine. A church conference shall be conducted in the language of the majority with adequate provision being made for translation. (For church local conference see ¶ 2527.)

¶ 249. *Election of Leaders*—The charge conference, or church conference authorized by the district superintendent, shall elect upon recommendation by the committee on nominations and leadership development of each local church on the pastoral charge, or by nomination from the floor and by vote of each such local church, at least the following leaders for the four basic responsibilities (¶ 244):

1. Chairperson of the church council.
2. The committee on nominations and leadership development.
3. The committee on pastor-parish relations and its chairperson.
4. A chairperson and additional members of the committee on finance; the financial secretary and the church treasurer(s) if not paid employees of the local church; and the trustees as provided in ¶¶ 2526-2528, unless otherwise required by state law.
5. The lay member(s) of the annual conference and lay leader(s).
6. A recording secretary (see ¶ 247.4).
7. Special attention shall be given to the inclusion of women, men, youth, young adults, persons over sixty-five years of age, persons with disabilities, and racial and ethnic persons.
8. All local church offices and all chairs of organizations within the local church may be shared between two persons, with the following exceptions: trustee, officers of the board of trustees, treasurer, lay member of annual conference, member and chairperson of the committee on staff- or pastor-parish relations. When two persons jointly hold a position that entails membership on the church council, both may be members of it.

DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553

This Disaffiliation Agreement Pursuant to ¶ 2553 (“Disaffiliation Agreement”) is entered into this _____ day of _____, 20____, by and between _____ (“Local Church”) and the North Georgia Annual Conference (“Annual Conference”), acting by and through its Conference Board of Trustees.

WHEREAS, Local Church is a United Methodist church in good standing within the boundaries of Annual Conference, and for the purposes of this Agreement “in good standing” means that the Local Church is compliant with the provisions of *The Book of Discipline of the United Methodist Church* (“Discipline”) applicable to local churches;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *Discipline*, at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church;

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- a. *Good Standing*. The Local Church represents and warrants to the Annual Conference that the Local Church is in good standing, as defined in the premises.
- b. *Standards for Conduct of Church Conference Vote*. The Local Church represents and affirms that it has transmitted all records to the appropriate Annual Conference agencies regarding its leadership and membership, that it has, prior to the church conference vote, taken all reasonable measures to notify the members of the Local Church of the impending vote, that it has provided copies to the Annual Conference of all informational documents regarding the effects of disaffiliation that have been distributed to the members, and that it has not held any secret meetings of the membership of the Local Church for purposes of discussing or voting on disaffiliation without the knowledge and consent of the applicable District Superintendent.
- c. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church for the reasons set forth in Paragraph 2553 of the *Book of Discipline*. Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church.
- d. *Annual Conference Vote*. This Disaffiliation Agreement must be “ratified by a simple majority of the members . . . present and voting” at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1b(3).

Should any of the above not occur or be found to be inaccurate, this Disaffiliation Agreement shall immediately become null and void.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church's disaffiliation from The United Methodist Church will be effective immediately upon the Annual Conference's ratification referenced in Section 1 above ("Disaffiliation Date").

4. Local Church's Obligations. Unless a different date is specified, Local Church shall, no later than thirty days after the Disaffiliation Date, do the following:

a. *Payments.* Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:

- i. In consideration of the payments specified and upon confirmation by the applicable District Superintendent that all other obligations of the Local Church have been satisfied, Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs to transfer title or otherwise relating to Local Church's retention of its property will be borne by Local Church.
- ii. Any unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, as calculated by Annual Conference, totaling _____;
- iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference, totaling _____;
- iv. An amount equal to Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling _____;

- v. Any other payments that are related to conference-provided benefits that are direct billed to the Local Church for benefits provided prior to the effective date of disaffiliation. The parties will consult with the Conference Benefits Office to determine if there is an amount owed for direct billed benefits, and the parties further agree to true-up any such obligations within a reasonable period of time after the effective date of disaffiliation;
 - vi. An amount equal to any grants or other direct contributions that have been paid by the Annual Conference or any of its church support agencies to or on behalf of the Local Church to support any aspect of the Local Church's mission, ministry, or building programs within the four-year period immediately preceding the Disaffiliation Date; and
 - vii. In the event all of the above payments are not made within thirty days of the Disaffiliation Date, this Disaffiliation Agreement shall be null and void.
- b. *Other Liabilities.* Local Church shall either satisfy all of its other debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
- c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same. The Local Church will make provisions for the transfer to the Annual Conference or its designee all paraments, hymnals, and worship elements, and the costs of such transfer shall be borne by the Local Church.
- d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date. The Local

Church shall have the responsibility of engaging appropriate tax professionals if the Local Church decides to pursue its own tax exemption ruling, but nothing herein will require the Local Church to do so.

- e. *Records and Cemeteries.* The Local Church shall cooperate with the Annual Conference and its staff in securing the records of the Local Church, including church archives, membership rolls, and historical documents related to funerals, baptisms, weddings, minutes, etc., with the Pitts Theology Library at Emory University and will comply with all policies and procedures of Pitts Theology Library in the storage and archiving of such records. If the Local Church has a cemetery or columbarium, the Local Church shall be responsible for and shall provide its plan for maintenance after disaffiliation and continued access for families and loved ones of United Methodists buried there.
- f. *Covenant as the one universal church.* Annual Conference and Local Church covenant and agree that they are all part of the one universal church in service to Christ, and throughout the disaffiliation process and for the future they will honor the mission and ministry of all Christians. As part of this covenant, Annual Conference and Local Church agree that for a period of two (2) years following the Disaffiliation Date, both parties will refrain from making any comments or remarks whatsoever about the other or any of the other's ministers, members, or employees, whether oral or in writing, that could reasonably be expected to adversely affect the reputation of the other.

5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church, subject to the approval by the Annual Conference but without any obligation of the Annual Conference to assist with the preparation thereof. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.

6. Property. Upon completion of all requirements set forth above, Local Church will have full ownership of the property and assets of the Local Church, except for those specifically required to be transferred to the Annual Conference under this Agreement or for those subject to the rights of persons or entities who are not parties to this Agreement. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed within thirty days of the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal, tangible and intangible property of Local Church. All documents required for transfer from the Local Church to any successor entity shall be prepared by the Local Church at its sole expense, subject to approval by the applicable District Superintendent, and upon confirmation by the applicable District Superintendent that all obligations of the Local Church set forth in this Agreement have been satisfied, the District Superintendent will consent to and approve the release of the trust clause.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Independent Legal Advice. The Local Church is required to retain their own legal counsel and other advisors as necessary to facilitate the transactions contemplated herein. The Annual

Conference, its Board of Trustees, its officers, directors, and employees, do not and will not offer any legal, accounting, tax, or other advice to the Local Church. All expenses associated with advice and counsel necessary to facilitate these transactions is the sole responsibility of the Local Church.

9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by this Disaffiliation Agreement shall be null and void.

10. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits, to the extent permitted by federal law, and provided that Local Church Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

IN WITNESS WHEREOF, the Local Church and the Annual Conference, through authorized officers, have adopted this Disaffiliation Agreement on the date first above written.

LOCAL CHURCH:

ANNUAL CONFERENCE:

BY: _____

BY: _____

ITS: _____

ITS: Chair, Board of Trustees



North Georgia Conference to Pause Disaffiliation Process

Important Announcement



12/28/2022

Dear North Georgia United Methodists,

As we approach the window set by the appointive cabinet to receive disaffiliation requests using Book of Discipline paragraph 2553, it has become clear that there is a need for a pause in this process for our conference.

It is the responsibility of conference leaders to ensure that the disaffiliation process, put into place by the conference board of trustees, is carried out with integrity and grace.

In its report to the North Georgia Annual Conference of The United Methodist Church in June 2021, and again in June 2022, the conference board of trustees affirmed its commitment to the concept of the gracious exit. In particular, the trustees affirmed a desire for disaffiliations to be handled in a fair, transparent, uniform, and good faith manner that affirms the one universal church in service to Christ and honors the mission and ministry of all Christians.

The board of trustees, in consultation with the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor, worked diligently to develop, update, and implement a disaffiliation process that would fulfill the requirements of the Book of Discipline and the stated aspirations of the Conference Board of Trustees and the Annual Conference.

However, the cabinet has discovered and observed that many local churches have been misled about the disaffiliation process and have been presented with information about the process, and about The United Methodist Church and its leadership, that is factually incorrect and defamatory. We have significant concerns about this misinformation and are well aware that it has the potential to do irreparable harm.

This information presented to members of local churches about disaffiliation has been outside the bounds of normal and acceptable civil discourse. It has not only been false and misleading but has been antithetical to the concept of a gracious exit or a commitment to honoring the mission and ministry of all Christians.

As a result of the misleading, defamatory, and false statements and materials shared with local church members by certain organizations as well as clergy and lay members of various churches and outside groups, we do not have confidence in the validity of upcoming church conference disaffiliation votes. After lengthy periods of discussion and consultation involving the cabinet, the board of trustees, and appropriate conference leadership, we have agreed that our Annual Conference cannot rely upon such votes for purposes of negotiating a gracious exit.

The ultimate step in the disaffiliation process is the ratification of disaffiliation agreements by the Annual Conference. However, because of the issues observed, the conference board of trustees is no longer confident it could recommend in good faith disaffiliation agreements to the Annual Conference at this time.

The appointive cabinet is therefore amending its previously presented policy and will not accept disaffiliation requests at this time nor will the conference board of trustees negotiate disaffiliation agreements.

The appointive cabinet, board of trustees, and bishop recognize the significance of this action.

We reaffirm our commitment to honor and uphold the Book of Discipline of The United Methodist Church.

We commit to walking alongside the clergy and laity of the North Georgia Conference as we together take this opportunity to re-set our focus on the mission of the church, to commit to deepening our focus on discipleship, and to get to know our incoming episcopal leader.

With just 15 months until the next session of the United Methodist General Conference, which will be held April 23 to May 3, 2024, in Charlotte, North Carolina, this pause will allow churches to gain more information about the real, rather than the false or hypothetical, future of our church.

We give thanks for all North Georgia United Methodists in all our varied contexts. We stand beside you knowing that pause and uncertainty is hard. We pray for you and your ministry daily as together we make disciples of Jesus Christ for the transformation of the world.

Yours in Christ,
Bishop Sue Hauptert-Johnson
The Appointive Cabinet
The Conference Board of Trustees

Questions & Answers

Why take this action now?

In recent months, District Superintendents holding informational meetings have encountered an astounding proliferation of misinformation in local churches. This misinformation is being intentionally deployed, is present in every district, and has the potential to cause irreparable harm. As we approach the time to take the next step in the disaffiliation process, it is clear to the district superintendents, bishop, and the board of trustees that the process cannot go forward with integrity at this time. We are ethically obligated to pause the process.

What is the misinformation?

The misinformation has come in the form of printed materials, PowerPoint presentations, websites, videos, emails, and social media posts. Some of the most pervasive misinformation and examples of a breach of integrity include:

- Clergy suggesting that members of one church would be willing to join another church to help push them over the threshold to disaffiliate.
- Clergy making presentations to congregations that are not their own, without the appointed pastor's permission, and in many cases without their knowledge, therefore, undermining their ministry.
- Church leaders communicating to members that "The UMC's theological impasse is rooted in our differing beliefs regarding the authority of the Bible, the interpretation of the Bible, its impact on how we live out our faith, and the Lordship of Jesus." This is untrue and is among the most widespread misinformation we've seen.
- Church leaders sharing that The United Methodist Church no longer believes in the resurrection of Christ. This is untrue.
- Churches holding secret meetings on this matter to which not all members are invited or equally informed.

- Presentations saying that in the future the UMC will force all churches to receive appointments of gay pastors, will force all clergy to officiate same-sex weddings, and that all churches must host same-sex weddings. This is untrue.
- Church leaders presenting disaffiliation as an opportunity to "own" church property. This is not the purpose of paragraph 2553 and it is an inappropriate use of this process.
- Church leaders communicating that North Georgia Conference leadership is not following the Book of Discipline. In fact, the North Georgia Annual Conference and its leaders have taken no actions in conflict with the Book of Discipline.
- Church leaders claiming that The Apostles Creed has been changed. This is untrue.
- Church leaders claiming that United Methodists no longer believe in the divinity of Christ. This is untrue.
- Church leaders claiming United Methodist seminaries are teaching a variety of unchristian material by non-Christian professors. This is untrue.
- ... and so on

How has the North Georgia Conference addressed the misinformation?

The North Georgia Conference has offered steady online and in-person access to accurate information.

- District Superintendents have held more than 200 information sessions over the past year.
- The website ngumc.org and, specifically www.ngumc.org/BeUMC, are updated regularly.
- The Conference has provided [printable, sharable Q&As](#).
- The Conference has empowered informed laity to speak on the topic to local churches.
- Bishop Sue Hauptert-Johnson has held six recent regional gatherings with opportunities for questions and answers. She met with pastors for conversation. She has met with lay members of Annual Conference in every district. And she has met with individual United Methodist congregations.
- Clergy and laity of the North Georgia Conference shared their commitment to the church, directly countering the misinformation, through an Open Letter at www.ngumc.org/OpenLetter.

Didn't the bishop say North Georgia wouldn't question a church's conscience?

Since adopting the Disaffiliation Agreement in 2021, the bishop, cabinet, and board of trustees agreed that they assumed good faith and would not question the conscience of a church seeking disaffiliation. Their interest and commitment was to the integrity of the process. This path was affirmed by the United Methodist Judicial Council ([read that decision](#)).

This gracious approach was an invitation to proceed with integrity.

Misinformation is present everywhere in our country. If we couldn't move forward because of the presence of misinformation could we ever accomplish anything?

Misinformation is not passively present in our churches, it is being intentionally deployed. There is no place for this behavior in United Methodist churches.

The bishop has said, "We are not trying to hold any church captive." Is this pause counter to her statement?

Reaching the point of pausing this process was not the intention or the desire of the cabinet, the bishop, or the board of trustees. This pause is a direct response to deceptive behavior and manipulative misinformation deployed in local churches.

What does this pause offer?

This pause offers churches an opportunity to re-set focus on the mission of the church, to commit to deepening our focus on discipleship, and to get to know our incoming episcopal leader, Bishop Robin Dease.

Is Bishop Dease aware of the pause?

Yes. Bishop Robin Dease, who will begin her assignment as bishop of the North Georgia Annual Conference January 1, 2023, is aware of this pause and why it is necessary.

What is next?

The next United Methodist General Conference has been announced for April 23 to May 3, 2024, in Charlotte, North Carolina. Following that meeting, the process will be revisited. Foremost, however, is the continued vital and missional work of the church. There are hungry and hurting neighbors who need us and there is a world that needs to know the love of Jesus Christ. That work must never pause.

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The Augusta Chronicle

Finance and Administration, and other appropriate sources for program assistance and direction.

¶ 2535. *Local Church Foundations*—After securing the written consent of the pastor and of the district superintendent, local churches may, by charge conference action, establish local church foundations whose trustees, directors, or governing body shall be elected by the charge conference. Such foundations shall be incorporated, organized, and function in compliance with state law and subject to the provisions of the *Discipline*. Any such foundation shall not violate the rights of any other local church organization and shall be subject to the direction of the charge conference. The charge conference may delegate to the foundation the power and authority to receive, invest, and administer in trust for the local church bequests, trusts, and trust funds upon notice to the board of trustees as provided in ¶ 2533.5, in which event the foundation shall have the same investment and reporting duties as are imposed on the board of trustees. No such delegation of authority shall be construed to be a violation of the rights of any other local church organization. Consideration shall be given to the placement of funds with the conference or area United Methodist foundation for administration and investment.

¶ 2536. *Unincorporated Local Church Property—Title and Purchase*—Unless otherwise required by local law (¶ 2506), title to all property now owned or hereafter acquired by an unincorporated local church, and any organization, board, commission, society, or similar body connected therewith, shall be held by and/or conveyed and transferred to its duly elected trustees, their successors and assigns, in trust for the use and benefit of such local church and of The United Methodist Church. The trustees shall be named as the board of trustees of the local church in the written instrument conveying or transferring title. Every instrument of conveyance of real estate shall contain the appropriate trust clause as set forth in the *Discipline* (¶ 2503).

¶ 2537. *Unincorporated Local Church Property—Notice and Authorization*—Prior to the purchase by an unincorporated local church of any real estate, a resolution authorizing such action shall be passed at a meeting of the charge conference by a majority vote of its members present and voting at a regular meeting or a special meeting of the charge conference called for that purpose; provided, however, that not less than ten days' notice of such meeting and the proposed action shall have been given from the