

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

THE FIRST UNITED METHODIST CHURCH )  
OF OKLAHOMA CITY, an incorporated )  
religious association acting by and through its duly )  
Elected Trustees, )

Plaintiff, )

v. )

THE OKLAHOMA ANNUAL CONFERENCE )  
OF THE UNITED METHODIST CHURCH, INC., )  
a domestic not for profit corporation, THE BOARD )  
OF TRUSTEES OF THE OKLAHOMA ANNUAL )  
CONFERENCE OF THE UNITED METHODIST )  
CHURCH, INC., a domestic not for profit )  
corporation, JIMMY NUNN, Bishop of the )  
Oklahoma Annual Conference, VICTOR )  
MCCULLOUGH, District Superintendent of the )  
Heartland District of the Oklahoma Annual )  
Conference, )

Defendants. )

JUN - 1 2023

RICK WARREN  
COURT CLERK

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Case No. CJ 2023-3075

**PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER  
AND TEMPORARY OR PERMANENT INJUNCTION ALONG WITH  
REQUEST FOR EMERGENCY SETTINGS AND BRIEF IN SUPPORT**

COMES NOW Plaintiff The First United Methodist Church of Oklahoma City (hereinafter referred to as "First Church"), a legal entity formed under the laws of the State of Oklahoma and acting by and through its duly elected Trustees, pursuant to 12 OKLA. STAT. §1384.1, and moves the Court to enter an immediate temporary restraining order against the Defendants until the Court may afford the parties a hearing and to promptly set this matter for a temporary or permanent injunction hearing. In addition, First Church requests emergency settings be ordered to prevent the injustices set forth in the attached Verified Petition (**Exhibit A**) and for First Church to obtain relief within the tight time frames set forth therein.

A temporary restraining order is required to prevent Defendants from closing the doors on First Church's property, and locking the congregation out of its building, endowments, and financial accounts valued at in excess of \$30 million; and from continuing with a *viability study* designed to delay or prevent First Church's ability to disaffiliate from the United Methodist Church (UMC).

In addition, a temporary and permanent injunction is required to maintain the status quo by allowing Plaintiff to take necessary steps to move forward with the process of disaffiliation from the UMC in order to prevent the immediate and irreparable injury, loss or damage to Plaintiff's \$30 million personal and real property occasioned by Defendants' breaches and wrongful actions. Defendants' actions and/or inaction place First Church in an exigent position requiring that its claims be heard and determined in the very near future to avoid severe injustice and consequences to First Church caused by Defendants, including Defendants' intention to convert Plaintiff's property to its own use to the exclusion of First Church and/or to prevent First Church from participating in a narrow opportunity for local churches to disaffiliate from the UMC with assets intact. *See, Exhibit A.*

## I. INTRODUCTION

This is a case in which Defendants have willfully and maliciously denied First Church its contractual right to disaffiliate from the UMC with its assets free and clear from any claim by Defendants and threaten to close First Church in order to take possession of Plaintiff's real and personal property valued in excess of \$30 million. First Church has brought suit to require Defendants to allow its disaffiliation from the UMC with its property free of trust without interference by Defendants, pursuant to the UMC's *Discipline*; to redress damage caused by Defendants' wrongful conduct; and to restrain and enjoin Defendants from closing First Church and taking its assets, and from requiring an invalid "viability study" as a condition precedent to exercising its right to disaffiliate.

This action presents issues which are 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 the need to decide any religious questions and without intruding into legitimate ecclesiastical autonomy. The Oklahoma Supreme Court has held "[c]ivil courts will exercise equitable jurisdiction in a church controversy for the protection of a civil or property right." *First English Lutheran Church of OKC v. Bloch*, 1945 OK 175, 159 P.2d 1006, 1009. The Court held "[c]ivil courts will inquire into the regularity of church proceedings only where property rights are involved." *Id.* (court examined the Synod's constitution and determined whether a congregation could legally withdraw from the Kansas Synod and join the Midwest Synod without the approval of the Kansas Synod). See also, *Cape v. Moore*, 1927 OK 46, 253 P. 506, 509, which held:

[W]e bear in mind the well-guarded extent to which the civil courts should interfere in church controversies, lest they invade the precincts of religious conscience, so securely protected by the Constitution of the United States . . . But we bear in mind also that many pages of history bear evidence that religious controversies are often of the bitterest type, and that in some instances property rights are violated to an extent which impel the courts to protect such rights under the civil law.

We believe it to be the universal rule in our country, certainly a general rule with rare exceptions, that civil courts will intercede to protect property rights where such rights are being violated contrary to plain principles of law.

Like in *Bloch* and *Cape*, property rights are involved in this case such that this Court may inquire into UMC's *Discipline*, the contract between the parties, and determine First Church's rights to its personal and real property.

## II. STATEMENT OF SUPPORTING FACTS

First Church and its predecessors have been in existence in downtown Oklahoma City at the corner of Robinson Avenue and NW 4<sup>th</sup> Street since the Land Run in 1889. First Church has survived the Great Depression, multiple world wars, the changing landscape of downtown Oklahoma City, as well as massive damage to its building caused by the Murrah Building bombing. Yet, its very existence is now threatened by Defendants. *Id.*

The United Methodist Church Book of Discipline ("*Discipline*") is the constitution and governing document of the UMC. The *Discipline* is the connectional contract to which all persons or entities within the UMC agree to be bound. Paragraph 2501 of the *Discipline* permits a local church's real and personal property to be transferred free of trust to the extent authority is given by the *Discipline*. At the last meeting of the General Conference of the UMC (the UMC's global legislative body), held in 2019, the General Conference adopted a new provision for the *Discipline*, included therein as ¶2553, which is the most recent enactment by the General Conference regarding the trust clause and ownership of local church property. Paragraph 2553 provides a process and a set of neutral principles of property ownership, not based on religious questions or requiring interpretation of any religious doctrines, whereby a local church may disaffiliate from the UMC and retain its property free of trust in favor of the UMC. *Id.*

Paragraph 2553 was placed in the *Discipline* by the General Conference to deal with increasing disagreements within the UMC pertaining to issues of human sexuality and to avoid the types of harmful litigation over church property that have ensnared other Christian denominations

as ideological splits have occurred within those churches. *Id.* No provision of ¶2553, as enacted, requires that a local church be in “good standing” or “viable” to avail itself of ¶2553 disaffiliation. By its terms, however, ¶2553 may 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”). *Id.*

The ¶2553 disaffiliation process commences with a local church, acting through its governing body, requesting the district superintendent to call a church conference of the membership of the local church for the purpose of voting on whether the local church wishes to disaffiliate from the UMC. This church conference is presided over by the district superintendent. With respect to this local church conference, ¶2553 states it “**shall be conducted** in accordance with ¶248” of the *Discipline* and “**shall be held** within one hundred twenty (120) days after the district superintendent calls for the church conference.” (Emphasis added). Paragraph 248 makes clear there are two ways in which a church conference can be called by the district superintendent. One is at the district superintendent’s own discretion. The other is when the district superintendent is requested to do so by the local church. In the latter case, the district superintendent’s duty is purely ministerial and **is not subject to his/her discretion** under ¶248 of the *Discipline*.

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. If two-thirds of the members of the local church present and voting at the church conference vote in favor of disaffiliation, then the local church’s request to disaffiliate is to be presented to the Annual Conference of the geographical conference in which First Church is situated for approval by the Annual Conference. *Id.* No provision of ¶2553 gives Defendants the authority to pause, stop, or delay the disaffiliation process once that process has been announced and implemented. *Id.*

According to ¶2553.4 of the *Discipline*, “the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice

of [other conference officials]. 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.” Defendant Board developed and approved a disaffiliation process for local churches seeking to disaffiliate and presented a “*Disaffiliation Agreement Pursuant to ¶2553.*” (See **Exhibit 5** to the Verified Petition). Defendant Board announced the provisions of the *Disaffiliation Agreement Pursuant to ¶2553* would not be negotiated; in other words, the agreement was final and official.

The regional annual conferences of the UMC normally meet only once a year. Defendant Nunn scheduled three special-called annual conferences to consider disaffiliations: 1) October 22, 2022, 2) April 22, 2023, and 3) October 13, 2023. Although ¶2553 has a sunset date of December 31, 2023, Defendant Nunn has unilaterally imposed an earlier sunset date of October 13, 2023. *Id.* In order for a local church to be considered for ratification at the October 13, 2023, Annual Conference, Defendants have imposed a requirement that the local church conduct a church conference to vote on disaffiliation on or before September 6, 2023. Ten days prior to the church conference, the local church must provide a full list of eligible voters. If First Church is prohibited by Defendants from conducting a church conference on or before September 6, 2023, it will be deprived of its right to disaffiliate from the UMC with its property.

In Oklahoma, Defendant Board has negotiated 84 disaffiliation agreements with local churches. Twenty-nine churches were approved at a Special Called Annual Conference on October 22, 2022, and 55 churches were approved at a Special Called Annual Conference on April 22, 2023. *Id.* First Church, with its over \$30 million of personal and real property in downtown Oklahoma City, has been singled out by Defendants for exclusion from the disaffiliation process.

Over a year ago, on or about May 15, 2022, First Church began to inform its congregation about the option of disaffiliation from the UMC. First Church held congregational discussions and

prayer meetings regarding the option of disaffiliation. On November 21, 2022, First Church's Administrative Council voted to move forward with a disaffiliation vote. As of that date, First Church stood ready and able to accept the terms and conditions of the *Disaffiliation Agreement Pursuant to ¶2553*. First Church obtained the *Disaffiliation Agreement Pursuant to ¶2553* and operated in good faith and in reliance upon the promises made by Defendants that the process and terms set forth in the agreement would be followed by Defendants. *Id.*

On November 23, 2022, First Church notified Defendant District Superintendent (DS), in accordance with ¶2553, of its request for a church conference for the purpose of voting on disaffiliation. By email dated December 2, 2022, Defendant DS acknowledged receipt of First Church's request for a church conference and offered to conduct the church conference on January 22, 2023. On December 6, 2022, First Church notified its congregation of the January 22, 2023, church conference. By letter dated December 23, 2022, Defendant DS sent a letter to First Church and formalized his call "for a special session of the Church Conference on January 22, 2023, 2:30 pm" for the purpose of voting on disaffiliation from the UMC pursuant to ¶2553. Ten days before the church conference, First Church submitted its membership rolls. *Id.*

The *Disaffiliation Agreement Pursuant to ¶2553* adopted by the Board added a provision not set forth in ¶2553 of the *Discipline* that included a "condition precedent" to disaffiliation by a local church. The provision provided:

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

a. A Process for Assessment of Local Potential under ¶213 of the *Discipline* or a formal assessment initiated by the Annual Conference Legacy Team may be required to be completed prior to the scheduling of the church conference in order to assess whether the Local Church is a viable congregation. **Such a requirement may be imposed upon the Local Church by the District Superintendent with jurisdiction over the Local Church, and the Local Church shall be notified of such a requirement prior to the District Superintendent scheduling the conference of the Local Church contemplated by paragraph 1(c) below.** If the ¶213 process

results in a determination that the Local Church is no longer a viable congregation, then the Local Church will be so advised by the District Superintendent, and a written report made for publication in the pre-conference journal of the Oklahoma Annual Conference. Upon receipt of a report from the District Superintendent that the Local Church is no longer a viable congregation, the Local Church can either elect to: (1) discontinue the disaffiliation process and continue in its covenant relationship with the United Methodist Church; (2) discontinue the disaffiliation process and proceed under the provisions of ¶2549; or (3) continue with the disaffiliation process under ¶2553 with the understanding that, in seeking approval of the Oklahoma annual Conference for the disaffiliation, the annual conference will have received the report of non-viability in the pre-conference journal. Any dispute as to viability of the Local Church shall be resolved in the exclusive and final judgment of the Oklahoma Annual Conference when it considers and votes on the Local Church's disaffiliation request under ¶2553. (Emphasis added)

By email dated January 17, 2023, after Defendant DS had scheduled the church conference to vote on disaffiliation, he notified First Church that the scheduled church conference would “be postponed and rescheduled at a date and time to be determined” in order for “the congregation to engage, with Annual Conference leadership, in a deliberation process of analysis, according to Paragraph 212 [sic]<sup>1</sup> of [the *Discipline*].” This postponement was a breach of the *Discipline* and the *Disaffiliation Agreement Pursuant to ¶2553* (the terms of which were established by Defendants themselves to the exclusion of local churches such as First Church).

To First Church's knowledge, Defendants have not required any other local church in Oklahoma to engage in “A Process for Assessment of Local Potential under ¶213” (“*viability study*”) before conducting a church conference to vote on disaffiliation. Defendants are improperly requiring First Church to participate in a *viability study* as a strategy to close First Church and prevent First Church from engaging in the ¶2553 disaffiliation process in order for Defendants to take control of valuable downtown property for its own use. The requirement that First Church participate in a *viability study* after the church conference had been scheduled was a breach of the *Disaffiliation Agreement Pursuant to ¶2553* as a matter of law. *Id.*

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<sup>1</sup> Defendant likely intended to refer to ¶213 of the *Discipline*.



On January 19, 2023, First Church's Administrative Council (Ad Council) held an emergency meeting to discuss the postponement of the church conference. The Ad Council voted to proceed with a vote of the congregation in order to "test the will of the congregation" and determine whether the congregation would achieve the two-thirds vote to disaffiliate from the UMC. On February 5, 2023, First Church held a meeting of its congregation to vote on disaffiliation. The vote in favor of disaffiliation **well exceeded the required 2/3 vote**. If not for Defendants' breach of the *Disaffiliation Agreement Pursuant to ¶2553*, First Church would have conducted a church conference on January 22, 2023, and would have voted to disaffiliate from the UMC. But for Defendants' breach of their established process as set forth in ¶2553 and the *Disaffiliation Agreement Pursuant to ¶2553*, First Church would have been included with 55 other local churches whose disaffiliation requests were ratified by the Oklahoma annual conference at a Special Called Annual Conference held on April 22, 2023. *Id.*

Despite the unilateral promises and representations made in the *Disaffiliation Agreement Pursuant to ¶2553*, Defendants have engaged in a pattern of behavior intending to and having the effect of preventing First Church from using ¶2553 in order to surreptitiously take possession and control of First Church's valuable downtown Oklahoma City property. *Id.* By email dated January 20, 2023, First Church's Chair of the Ad Council ("Ad Chair") notified Defendant DS that First Church had concerns about Defendants' motives for requiring a *viability study* on the eve of its church conference to vote on disaffiliation. First Church asked for a prompt timeline for the *viability study*. *Id.*

By email dated January 24, 2023, Defendant DS informed First Church that the "start date for the 'engagement'" of the *viability study* would be "next week" and that "by February 4, all parties will have an overview and timeline for the process." By February 15, 2023, First Church had not been provided an overview and timeline for the process. First Church's Ad Chair sent a letter to Defendant Bishop Nunn requesting a meeting with him to address the improper actions of Defendants, including the "stall tactic by

the Conference leadership.” By email dated February 21, 2023, Defendant DS responded to First Church on behalf of Bishop Nunn and the Oklahoma Conference stating he would contact First Church “as soon as possible” to arrange a meeting to outline the process. Defendant DS offered a meeting with Bishop Nunn to take place one month later on March 22, 2023. *Id.*

By email dated February 26, 2023, Defendant DS notified First Church of the “Process for the Conversation on Church Viability” (*CCV Process*). See the *CCV Process* attached as *Exhibit 6* to the Verified Petition. Defendant DS requested First Church provide certain information about the church’s mission and answer financial questions by March 2, 2023, and scheduled a meeting with Rev. Craig Stinson, the designated leader of the process, to take place on March 8, 2023.

On March 2, 2023, First Church timely provided the information requested by Defendant DS. Defendants were informed First Church could sustain the current compensation for the pastor and staff, had endowments to pay capital expenses, had a Rainy-Day Fund set aside for capital expenses, had not drawn from its reserves (savings) over the last four years, and is debt-free. *Id.*

On March 8, 2023, conference officials held its first of three meetings required by Defendants with representatives of First Church pursuant to the *CCV Process*. First Church representatives again expressed disagreement with the unfairness of the *viability study*. First Church expressed concern with the Conference’s lack of communication and the stall tactics. First Church expressed concern with the Conference leadership’s failure to enforce the *Discipline*. First Church demanded the Conference proceed expeditiously with the *CVV Process* and permit First Church to vote no later than early June 2023 in order to ensure First Church could participate in the disaffiliation process before the December 31, 2023, expiration date under ¶2553 of the *Discipline* (or Bishop Nunn’s earlier sunset date of October 13, 2023).

The Conference representatives informed First Church that the second required meeting

pursuant to the *CCV Process* would be scheduled on March 20, 2023, to address First Church's outreach ministry efforts to the community. *Id.* Despite assurances by the Conference that they would proceed expeditiously, on March 10, 2023, just two days later, Rev. Stinson informed First Church that the March 20<sup>th</sup> meeting was too ambitious and would not happen. He advised a new date would be provided soon. However, the Conference continued to engage in delay tactics and used several excuses for not proceeding with the stated process for the *viability study*. To date, the Conference has not scheduled the second meeting under the *CCV Process*. *Id.*

Had a second meeting been held to discuss First Church's outreach ministry efforts to the community, First Church would have informed Defendant Conference of First Church's involvement with the Oklahoma City community, including outreach to the local homeless community and its volunteer efforts with the annual Memorial Marathon. First Church has partnerships with the Memorial Commission, the OKC Chamber Symphony, OU Medical School for graduation programs, and the YMCA for their annual summer programming. In addition, First Church partners with St. Luke's Methodist Church to provide First Kids Daycare program at its prime downtown location for working families.<sup>2</sup>

On March 22, 2023, Defendant Nunn held an all-church conference with the congregation but wholly failed to take any action to rectify the Conference's continued breach of ¶2553 and the *Disaffiliation Agreement Pursuant to ¶2553*. By email dated May 5, 2023, First Church's Ad Chair noted it had been eight weeks since the first meeting and six weeks since his last communication. First Church reminded Rev. Stinson of the request for an expedited process in order to vote no later than early June. By email dated May 6, 2023, Rev. Stinson provided more excuses, stated it is a busy time of year, and indicated Defendant DS would provide a date for the second meeting soon. *Id.* He didn't.

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<sup>2</sup> Besides the impact of Defendants' threatened closure of the church building to First Church's congregation, the Court should consider the impact of closure on many working parents who rely on the childcare services at First Church pursuant to a partnership agreement between First Church and St. Luke's.

Paragraph 2553 of the *Discipline* mandates that a church conference be held within one hundred twenty (120) days after the district superintendent calls for the church conference.

Defendant DS formally called a church conference on January 12, 2023, which was scheduled for January 22, 2023, and subsequently postponed. The deadline for Defendant DS to preside over First Church's church conference was May 11, 2023. Defendants again breached the *Discipline*.

On May 16, 2023, First Church sent a letter to Defendant DS demanding he notify First Church no later than May 19, 2023, of a scheduled church conference to be held no later than June 11, 2023, for the purpose of voting to disaffiliate from the UMC under ¶2553, in order to remedy Defendants' breach of the *Discipline*. First Church reminded Defendant DS that 84 churches across the State of Oklahoma had requested and been granted the opportunity to have a church conference and subsequently disaffiliate pursuant to the ¶2553 process. First Church requested fair treatment. **First Church received no response to its May 16, 2023, demand letter.**

Defendants began slow-playing the improperly called *viability study* after just one of the three required meetings and have conspired to "run out the clock" on First Church's ability to utilize ¶2553 by a combination of *ultra vires* actions, fraudulent misrepresentations, and broken promises so 1) First Church cannot and indeed will not be allowed to fulfill the legislated contractual requirements of ¶2553 in time to meet the December 31<sup>st</sup> sunset date, and/or 2) Defendants may illicitly use the improperly conducted *viability study* or ¶2549 of the *Discipline* to ensure First Church cannot disaffiliate and they can close First Church and convert its assets to Defendants' use.

As a result, First Church filed its Verified Petition against Defendants asserting claims for (1) breach of contract, (2) promissory estoppel, (3) breach of fiduciary duty, (4) conspiracy, (5) fraud<sup>3</sup> (6) a temporary and permanent injunction and declaratory judgment.

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<sup>3</sup> Plaintiff acknowledges the heightened pleading standard for its fraud claim against Defendants and does not seek temporary relief based on its fraud claim since injunctive relief is warranted based on other claims.

### III. LEGAL ARGUMENTS AND AUTHORITIES

#### A. First Church is Entitled to an Immediate Temporary Restraining Order

A temporary restraining order is an order granted to maintain the subject of the controversy in status quo until a hearing may be had on the application for temporary injunction. *Dickey v. Williams*, 1940 OK 28, ¶ 3, 98 P.2d 604, 605 (quoting *Robertson v. Coy*, 1930 OK 560, ¶ 0, 293 P. 1105); See also, *Morse v. Earnest, Inc.*, 1976 OK 31, ¶12, 547 P.2d 955. It may be granted without notice if it “clearly appears from specific facts shown by affidavit or by the verified petition that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or the attorney for the adverse party can be heard in opposition.” 12 OKLA. STAT. §1384.1. The purpose of a temporary restraining order “is to restrain the defendant for what should be a very brief period, pending a hearing on the application for a temporary injunction, and it goes no further than to preserve the status quo until that determination, the status quo being the last actual, peaceable, non-contested status which preceded the pending controversy.” *Kurtz v. Clark*, 2012 OK CIV APP 103, ¶ 16, n. 8, 290 P.3d 779, 786, n.8; *Neil v. Penn. Life Ins. Co.*, 1970 OK 172, ¶ 15, 474 P.2d 961, 964 (“a ‘restraining order’ is merely an order intended to preserve the status of matters in litigation pending application for temporary injunction.”).

First Church has shown through specific facts supported by Verified Petition it will suffer immediate and irreparable injury if Defendants are not immediately restrained from taking actions to close First Church and take First Church’s assets. Defendants have demonstrated their intention to wait until the close of the Annual Conference scheduled from May 22-25, 2023, in order to invoke ¶2549.3(b), a provision for closing a local church for “exigent circumstances” “[a]t any time between sessions of annual conference.” Defendants are strategically and maliciously maneuvering to improperly close First Church shortly after the May 2023 annual conference gathering of delegates last week, even though Defendants could have allowed the delegates to address whether exigent circumstances exist to close First Church at

last week's conference. This strategy of delay effectively denies First Church a prompt remedy of appeal to the annual conference. According to ¶2549.3(b), the formal closing of First Church would not be decided until the annual conference "next meets" in October 2023 or May 2024 (depending on Defendant Nunn's decision) but would effectively be closed by Defendants until the annual conference next meets. Such strategic timing could lock First Church out of its building and accounts for a year and prevent First Church from disaffiliating from the UMC before the Sunset Date.

In addition, Defendants have insisted First Church be subjected to a *viability study*, in breach of Defendants' own established process, before First Church can participate in the ¶2553 disaffiliation process and with the intent of interfering with First Church's ability to achieve ratification of their disaffiliation vote by the Annual Conference. As a result, First Church is entitled to an immediate temporary restraining order against Defendants which prevents Defendants from taking any actions to close First Church and take its assets, and from continuing with the *viability study*, until further order of the Court.

**B. First Church is Entitled to a Temporary or Permanent Injunction Against Defendants During the Pendency of this Action**

The criteria for the entry of a temporary injunction are well-established. Under Oklahoma law, to obtain a temporary injunction, a plaintiff must show that four factors weigh in its favor: (1) the likelihood of success on the merits; (2) irreparable harm to the party seeking the relief if the injunction is denied; (3) the threatened injury to the plaintiff outweighs the injury the opposing party will suffer under the injunction; and (4) the injunction is in the public interest. *Edwards v. Bd. Of County Comm. of Canadian County*, 2015 OK 58, ¶ 12, 378 P.3d 54. Matters involving the granting or denial of injunctive relief are of equitable concern. *Id.* "A temporary injunction protects the court's ability to render a meaningful decision on [the] merits of the controversy." *Dowell v. Pletcher*, 2013 OK 50 ¶ 6 204 P.3d 457.

When a party seeking an injunction establishes the last three elements, the standard for meeting the first element of likelihood of success becomes more lenient. “The movant need only show ‘questions going to the merits so serious, substantial, difficult, and doubtful, as to make them a fair ground for litigation.’” *Mail Boxes Etc., Inc. v. CMS Enterprises, Inc.*, No. CIV-06-130-L, 2006 WL 469648, at \*2 (Feb. 27, 2006, W.D. Okla.) (quoting *Resolution Trust Corp. v. Cruce*, 972 F.2d 1195, 1199 (10th Cir. 1992)).

A mandatory injunction is an extraordinary remedial process that commands the performance of some positive act. *Peck v. State ex rel. Dep’t of Highways*, 1960 OK 89, ¶ 7, 350 P.2d 948, 950. Mandatory injunctions are generally governed by the same rules applicable to preventive or prohibitive injunctions. *Thompson v. North*, 1942 OK 346, ¶ 6, 129 P.2d 1011, 1013. “[I]t is proper to grant relief of a mandatory character in a temporary injunction when the need is urgent and the right is clear.” *State ex rel. State Highway Comm’n v. Gillam*, 1940 OK 390, ¶ 11, 105 P. 2d 773, 775.

Defendants and First Church are bound by the *Discipline*, which creates property interest for First Church. First Church requested a church vote regarding disaffiliation in November 2022. The District Superintendent was then required to call a church conference. *Discipline*, ¶248. A vote was scheduled for January 22, 2023, but has since been postponed indefinitely. Contrary to the *Disaffiliation Agreement Pursuant to* ¶2553, First Church was notified after the vote was scheduled that their vote was postponed due to the need for a *viability study*. Defendants repeatedly missed its own deadlines for the *CVV Process* and has refused to reschedule the church conference, which *shall* be held within one hundred twenty (120) days after the district superintendent calls for the church conference.<sup>4</sup> Because of Defendants’ delays in breach of the

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<sup>4</sup> Paragraph 2553 of the *Discipline* requires a church conference be held within 120 days after the district superintendent calls for the church conference. The district superintendent formally called for a church conference on January 12, 2023, which was scheduled for January 22, 2023. As such, the deadline for Defendant to preside over First Church’s conference was May 11, 2023.

contract, First Church was prevented from voting to disaffiliate in time to be included in the April 2023 Annual Conference. This is significant because all 55 churches that requested disaffiliation at the April 2023 conference were approved.<sup>5</sup> Moving forward, delegates from churches that disaffiliated will not be at future annual conferences, and therefore will not vote, making it more difficult to achieve the simple majority vote on ratification. There is only one more annual conference scheduled for local church disaffiliations to be ratified -- on October 13, 2023. If First Church is prohibited from participation in the ¶2553 process, First Church will be deprived of the narrow window of opportunity to disaffiliate from the UMC with its property free of trust.

First Church has complied with all terms and conditions of the *Discipline* and the *Disaffiliation Agreement Pursuant to* ¶2553 yet is still being prevented from voting on disaffiliation due to Defendants' strategic plan to close First Church and convert its property. Defendants should be prohibited from its continued breach of their agreements with First Church that continue to cause irreparable damage.

First Church respectfully requests a temporary or permanent injunction preventing Defendants (1) from taking any actions to close First Church and take its assets; (2) from conducting and reporting on a viability study and (3) from interfering with First Church's ability to disaffiliate from the UMC in accordance with ¶2553 of the *Discipline*.

**(1) First Church has a Likelihood of Success on the Merits**

As shown above and by the attached verified Petition, First Church has a likelihood of success on the merits because it has shown its entitlement to disaffiliation based on the applicable governing documents/contract of UMC and undisputed evidence of Defendants' breach of the agreements with First Church.

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<sup>5</sup> In addition, all 29 churches that requested disaffiliation at the October 22, 2022 annual conference were approved. This brings the total to 84 churches that will no longer be voting at any subsequent annual conference for ratification.



Although First Church has been singled out in Oklahoma and prohibited from participating in the disaffiliation process, bishops and conferences in other jurisdictions have tried to prohibit numerous local churches from participating in the ¶2553 disaffiliation process, including conducting a church conference to vote on disaffiliation. For instance, in Georgia, two separate superior courts recently considered motions for temporary injunctive relief filed by local churches against the North Georgia Annual Conference. Two separate courts granted temporary injunctions ordering district superintendents to call and conduct church conferences as requested by 186 local churches in order to preserve or restore the status quo and allow the local churches to participate in the disaffiliation process before the sunset date of December 31, 2023. See Trinity on the Hill United Methodist Church v. Greg Porterfield, et al, Civil Action No. 2023ECV0140, Superior Court of Columbia County, Georgia, and Carrollton First United Methodist Church, et al, v. The Trustees of the North Georgia Conference of the United Methodist Church, et al, Civil Action No. 2023-0046043-CV, Superior Court of Cobb County, Georgia. See **Exhibit 7** to Verified Petition. The facts were similar to the facts in this case in that the Georgia bishop improperly “paused” the ¶2553 process for the local churches thus depriving the churches of a valuable property right. Plaintiff acknowledges the Georgia superior court decisions are not precedential but suggests the well-reasoned legal conclusions are persuasive, convincing and applicable to the facts in this case.

**(a) Breach of Contract and Specific Performance**

To prevail on a claim for breach of contract, First Church must prove by a preponderance of the evidence (1) the existence of a valid contract; (2) First Church’s performance under the contract; (3) Defendants’ failure to perform under the contract; and (4) damage to First Church by Defendants’ breach. The required facts are established in the Verified Petition. Having shown a breach of contract, First Church is entitled to specific performance of that contract. Specific

performance's application is addressed to the sound legal discretion of the trial court controlled by principles of equity according to the circumstances of each particular case. *Bobo v. Bigby*, Okla., 548 P.2d 224 (1976). Defendants can perform the contract at issue, yet they have chosen not to do so out of their own self-interests. Thus, First Church has a high likelihood of success on the merits and as such, has met the first element of a temporary injunction.

**(b) Promissory Estoppel**

"Promissory estoppel is a doctrine...whereby a person who reasonably relies to his detriment on another's promise is given by law the benefit of a contract wherein an agreement did not come to fruition." *Bickerstaff v. Gregston*, 1979 OK CIV APP 64, 604 P.2d 382, 384. The elements of promissory estoppel are that the defendant (1) made a material misrepresentation; (2) known to be false at the time made; (3) with specific intent that a party would rely on it; and (4) with reliance resulting in damage. *Barber v. Barber*, 2003 OK 52, ¶ 7, 77 P.3d 576, 579. The facts showing each element are established in the Verified Petition. Thus, First Church has a high likelihood of success on the merits and, as such, has met the first element of a temporary injunction.

**(c) Breach of Fiduciary Duty**

To prevail on a claim of breach of fiduciary duty, a plaintiff must prove (1) the existence of a fiduciary relationship; (2) a breach of a fiduciary duty; and (3) the breach of a fiduciary duty was the direct cause of damages. *Graves v. Johnson*, 2015 OK CIV APP 81, ¶ 15, 359 P.3d 1151. Defendants have a fiduciary duty to carry out their responsibilities to local churches as set forth in the *Discipline*. The facts showing each element are established in the Verified Petition. Thus, First Church has a high likelihood of success on the merits.

**(d) Conspiracy**

Under Oklahoma law, "[a] civil conspiracy consists of two or more persons to do an unlawful

act, or to do a lawful act by unlawful means.” *Brock v. Thompson*, 948 P.2d 279, 294 (Okla. 1997). The facts showing each element are established in the Verified Petition. Thus, First Church has a high likelihood of success on the merits.

**(2) First Church will Suffer Irreparable Harm if Relief is Denied**

Injury is irreparable when it is incapable of being fully compensated in damages or where the measure of damages is so speculative that it would be difficult if not impossible to correctly arrive at the amount of the damages. *Edwards*, 2015 OK 58, ¶ 29; *see also Louisiana Mun. Police Employees’ Retirement System v. SR2O Resources, Inc.*, 886 F.Supp.2d 1255, 1267 (W.D. Okla. 2012) (a movant satisfies the irreparable harm requirement by demonstrating a significant risk of harm that cannot be compensated after the fact by monetary damages) (internal citations omitted). First Church has shown it will suffer irreparable harm because Defendants’ breach threatens the very existence of First Church. The Court need not look far to see the church building on the corner of 4<sup>th</sup> and Robinson and recognize the irreparable harm to First Church if Defendants lock the congregation out of its building and financial accounts.

First Church’s right to disaffiliate pursuant to ¶2553 expires December 31, 2023, and Defendants have taken wrongful action prohibiting First Church from exercising this valuable property right. Disaffiliation requires an annual conference ratification vote of the disaffiliation agreements. Since Defendants already deprived First Church of the right to be considered for disaffiliation at the April 22, 2023, Annual Conference, First Church’s only remaining opportunity for ratification of its disaffiliation is for this Court to deem it to have been approved for disaffiliation at the April meeting or alternatively at a Special Called Annual Conference scheduled on October 13, 2023. Without immediate Court intervention, Defendants’ unlawful delay will result in First Church being deprived of its right to disaffiliate from the UMC with its property free of trust. Further, without a temporary or permanent injunction, Defendants intend to maliciously and unlawfully take control and possession of First

Church's real and personal property to the exclusion of First Church and its congregation. Nothing could reasonably compensate First Church and its members in the event of a wrongful closing of First Church's access to its church building, endowments and financial accounts, or failure to allow it to disaffiliate as agreed. Thus, First Church has satisfied the second element of a temporary injunction.

**(3) The Threatened Injury to First Church Outweighs the Injury Because There is No Harm that Defendants May Suffer Under the Injunction**

The threatened injury to First Church is substantial while the requested temporary injunction will not restrain Defendants from any lawful activity. Defendants do not have the lawful right to keep First Church from disaffiliating nor do they have the right to close First Church so entering an order preventing them from doing so will cause Defendants no injury whatsoever.<sup>6</sup> The injunctive relief sought here is to require Defendants to abide by a contract they have already agreed to be bound. Meanwhile, the threatened injury to First Church is imminent and severe. This element of a temporary injunction is easily met by First Church.

**(4) A Temporary Injunction is in the Public Interest**

A party seeking a temporary injunction is not required to show that the requested injunctive relief will serve the public interest; rather, it must show the issuance of the injunction would not be adverse to the public interest. *Louisiana Mun. Pol. Emp. Ret. Sys.*, 886 F.Supp.2d at 1270. In the present case, there would be nothing adverse to the public interest by the requested temporary injunction preventing Defendants from closing First Church and taking its assets. On the contrary, the public interest is best served by maintaining the status quo pending a decision on the merits, as well as preserving First Church's rights.

**C. First Church is Entitled to Emergency Settings to Prevent Manifest Injustice.**

As set forth above, Defendants have implemented a sunset date of December 31, 2023, or, as unilaterally declared by Defendant Nunn, October 13, 2023 for churches such as First Church desiring to

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<sup>6</sup> Indeed, Defendants have not contributed or provided financial support to First Church. Quite the opposite. First Church congregants have provided sacrificial giving to financially support First Church's building and staff, while also being required to pay "apportionments" to support Defendant Conference.

disaffiliate pursuant to ¶2553 to complete the disaffiliation process. The only remaining special conference is set for October 13, 2023, and Defendants have imposed a requirement that a local church vote on disaffiliation no later than September 13, 2023. Thus, the only way to keep Defendants from profiting from their tactics is to expedite resolution of the claims in the Verified Petition. First Church requests the disputes set forth in the Verified Petition be set on an expedited docket with trial, if required, no later than July 2023.

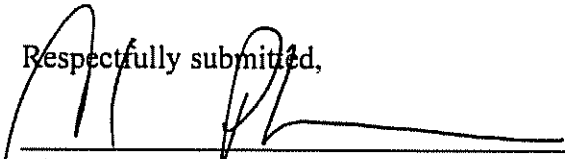
WHEREFORE, First Church is entitled to an immediate permanent or temporary restraining order against Defendants enjoining, restraining and/or directing Defendants all persons acting by or under their authority (1) from closing First Church; (2) from appropriating First Church's assets; and (3) from continuing its improperly called *viability study* without a Court order.

In addition, First Church respectfully requests a temporary or permanent injunction:

1. preventing Defendants and all persons acting by or under their authority or direction, from taking any actions towards or closing First Church and taking its assets;
2. requiring Defendants to deem First Church as having disaffiliated as of April 2023 under the same financial terms and conditions as provided for the 55 churches who disaffiliated in April 2023; or in the alternative, requiring Defendants a) terminate the *viability study*, b) allow First Church to proceed with a June church conference to vote on disaffiliation, c) avoid any further delays in the disaffiliation process, d) approve First Church's application to disaffiliate under terms and conditions no less favorable than those provided for the 55 churches who disaffiliated in April 2023, and e) submit First Church's approved application for ratification by the Annual Conference on October 13, 2023.

First Church requests this matter be placed on an expedited docket to allow trial by no later than July 1, 2023. Further, First Church prays for an award of its costs and attorney's fees, and such further legal and equitable relief this court deems just and proper.

Respectfully submitted,

  
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and

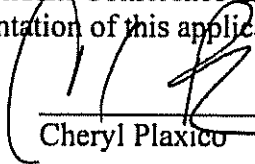
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*Attorneys for Plaintiffs*

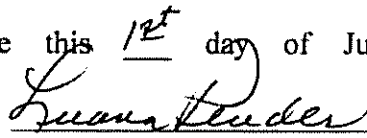
**VERIFICATION**


STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF OKLAHOMA        )

Cheryl Plaxico, of lawful age, being first duly sworn, upon oath hereby states:

That I am the counsel for The First United Methodist Church of Oklahoma City in this case, that I have communicated with the chancellor for Defendant Conference and Ross Plourde of McAfee & Taft and provided adequate notice of the presentation of this application on the 1<sup>st</sup> day of June 2023.

  
Cheryl Plaxico

Subscribed and sworn to before me this 1<sup>st</sup> day of June 2023, by  
Cheryl Plaxico  
  
Notary Public

My Commission Expires:  
  
LUANA PENDER  
NOTARY PUBLIC  
STATE OF OKLAHOMA  
[SEAL OR STAMP]  
Commission # 02014741 Expires 08/28/26

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

THE FIRST UNITED METHODIST CHURCH  
OF OKLAHOMA CITY, an incorporated  
religious association acting by and through its duly  
Elected Trustees,

Plaintiff,

v.

THE OKLAHOMA ANNUAL CONFERENCE  
OF THE UNITED METHODIST CHURCH, INC.,  
a domestic not for profit corporation, THE BOARD  
OF TRUSTEES OF THE OKLAHOMA ANNUAL  
CONFERENCE OF THE UNITED METHODIST  
CHURCH, INC., a domestic not for profit  
corporation, JIMMY NUNN, Bishop of the  
Oklahoma Annual Conference, VICTOR  
MCCULLOUGH, District Superintendent of the  
Heartland District of the Oklahoma Annual  
Conference

Defendants.

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

JUN - 1 2023

RICK WARREN  
COURT CLERK

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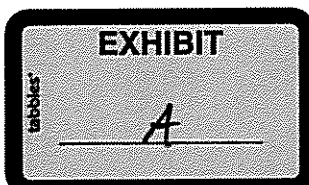
CJ 2023-3075  
Case No.

VERIFIED PETITION

COMES NOW Plaintiff, The First United Methodist Church of Oklahoma City (hereinafter referred to as "First Church" or "Plaintiff"), a legal entity formed under the laws of the State of Oklahoma and acting by and through its duly elected Trustees, and for its Petition against Defendants for temporary and permanent injunctive relief, declaratory judgment, and for damages to redress lawless conduct by Defendants that threatens to destroy this religious congregation, states as follows:

BACKGROUND

First Church began as First Methodist Episcopal Church South on April 28, 1889, just six days after the Land Run opened the unassigned land of Oklahoma Territory for settlement. On



May 5, 1889, the Sunday School was organized; on June 23, 1889, the church was chartered with 17 members; and in August 1889, the corner of 4<sup>th</sup> and Robinson was purchased by the church. The congregation's first church building was dedicated on October 27, 1889. Fourteen years later, the cornerstone was laid for the brick structure that still stands today despite the massive damage inflicted during the April 19, 1995, bombing that destroyed the neighboring Murrah Federal Building. First Church became First Methodist in 1939, following a union of three branches of Methodism. In 1968, a denominational merger added "United" to the church's name. First Church has been a part of multiple Methodist denominations in its history.

After the Murrah Federal Building bombing, First Church quickly expressed its desire to stay in downtown Oklahoma City and continue serving the community by unveiling a sign that read "**OUR GOD REIGNS & WE WILL REMAIN.**" The sign was evidence of First Church's commitment to the downtown Oklahoma City neighborhood.

Numerous events are tied to First Church's history as well as that of Oklahoma City. The Church has stood shoulder to shoulder with residents of Oklahoma City throughout the Great Depression, multiple world wars, the booms and busts of numerous decades, the changing landscape of the downtown area, and the bombing of the Murrah Building. In recent years, First Church has assisted the local homeless community, provided outreach to the Exodus House, and is best known for its volunteer efforts with the annual Memorial Marathon. These efforts include the annual pancake breakfast, the marathon expo, the pre-marathon Saturday evening worship service entitled *The Blessing of the Shoes and Gloves*, and the annual Sunrise Service held under the Survivor Tree the morning of the race. Additionally, First Church has a close partnership with the Memorial Commission and other civic leaders and is often asked to assist with meaningful services ranging from the annual remembrance ceremony to the National Day of Prayer.



First Church has hosted numerous Oklahoma Governors and U.S. Presidents and stands ready to do so again. Finally, First Church currently maintains numerous local relationships including a partnership with the OKC Chamber Symphony for rehearsals and concerts, St. Luke's with the First Kids Daycare program which provides a prime downtown location for over 70 children and their working families, OU Medical School for graduation programs, and an ongoing partnership with YMCA for their annual summer programming. All of these activities clearly point to a viable and valuable congregation.

Notwithstanding the great history and contributions of what is now First Church, their existence is being threatened by Defendants. As set forth more fully below, to date, all eighty-four (84) Oklahoma United Methodist Churches that have requested disaffiliation have been allowed to part ways with the United Methodist Church, with their property free of trust, by voting on disaffiliation and proceeding through the ratification and exit process as defined by the UMC's legislative body in the UMC's *Book of Discipline*. First Church requested such a church vote regarding disaffiliation in November 2022. That request was initially agreed to by the Conference, and a vote was scheduled for January 22, 2023. However, on January 17, 2023, First Church received a notification that their vote was being postponed and that a "viability study" would be required before proceeding. This requirement was contrary to the Conference's own rules and its promises to First Church.

As a result of the Conference's actions, First Church called a meeting of its members and held an internal vote on February 5, 2023. The result of that vote was 75% in favor of disaffiliation and confirmed what all parties knew would likely be the result of the vote. Notwithstanding the fact that the viability study was contrary to Conference policy and to promises to First Church, First Church attempted to comply with the rules of the viability study as requested by the

Conference. After scheduling an initial session, the Conference repeatedly missed its own deadlines for the process and did not schedule additional required meetings. First Church sent multiple requests to the Conference asking for the required sessions to be scheduled so a formal vote for disaffiliation could proceed in time for First Church to meet the deadlines for the disaffiliation process. On May 6, 2023, First Church requested the Conference cancel the viability study and allow the church to vote. The Conference simply replied they were busy with other matters.

It was becoming evident Defendants had devised a strategy to close First Church in order to take possession of First Church's property. Therefore, on May 16, 2023, First Church issued a formal demand letter requesting Defendant District Superintendent respond no later than May 19, 2023, and schedule a church conference. Defendant District Superintendent did not respond.

First Church and its members are being singled out by the Conference. First Church is not aware of any other churches being required to complete the arduous steps the Conference is wrongfully imposing on them. Defendants' questioning the viability of a church that has been in place for over 134 years is disingenuous. Since 1889, First Church, like most churches, has faced ups and downs. However, for 134 years First Church has paid its bills without Defendants' assistance and stands debt-free. First Church's worship attendance and offerings are significantly higher than another UMC local congregation worshipping in First Church's building whose viability is not being questioned. Defendants are making misrepresentations to First Church and breaching their own unilateral agreements setting forth procedures for disaffiliation in order to convert First Church's valuable downtown building and other assets, paid for and contributed by its congregation, for their own use.

But for the Conference's and other Defendants' actions to exclude First Church from the disaffiliation process, First Church would have been part of a group of churches whose disaffiliation votes were ratified by delegates to the Oklahoma Annual Conference on April 22, 2023, all of which have been permitted to withdraw from the UMC with their properties. Defendants' delays and obstructions are purposeful and part of an overall strategy and concomitant asset grab.

### JURISDICTION, PARTIES AND VENUE

1. Plaintiff First Church is a domestic Not for Profit Corporation whose principal address is 131 NW 4<sup>th</sup> Street, Oklahoma City, Oklahoma 73102.

2. The Oklahoma Annual Conference has two meanings. Defendant Oklahoma Annual Conference of the United Methodist Church, Inc. ("Conference") is a legal entity organized under the laws of the State of Oklahoma. The principal address of the Conference, and of its registered agent, Joe Harris, is 1501 NW 24<sup>th</sup> Street, Oklahoma City, Oklahoma 73106. Defendant Conference claims some right, title, lien, estate, encumbrance, claim, assessment or interest in and to the First Church property, adverse to Plaintiff. The secondary meaning of Annual Conference is an annual meeting of delegates from local churches throughout Oklahoma who vote on all constitutional amendments, budget, election of clergy and lay delegates to General and Jurisdictional conferences, ordination of clergy, and other matters not delegated to the General Conference.

3. Defendant the Board of Trustees of the Oklahoma Annual Conference of the United Methodist Church, Inc., Inc. (hereinafter referred to as the "Board") is a separate legal entity formed under the laws of the State of Oklahoma. The principal address of the Board, and of its registered agent, T. Brian Bakeman, is 1501 NW 24<sup>th</sup> Street, Oklahoma City, Oklahoma 73106.

The Board's purpose is to handle real property within the jurisdictional boundary of the Annual Conference. Defendant Board claims some right, title, lien, estate, encumbrance, claim, assessment, or interest in and to the real and personal property involved herein, adverse to Plaintiff.

4. Defendant Jimmy Nunn is the currently serving Bishop of the territory covering the Oklahoma Conference of the United Methodist Church.

5. Defendant Victor McCullough is the District Superintendent for the Heartland District of the Oklahoma Conference of the United Methodist Church.

6. 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 Oklahoma law as laid down by the Oklahoma Supreme Court for church property questions and without interfering with the separation of church and state. Jurisdiction is proper in this Court as all relief sought is within the specific authority given to the District Court by the Constitution of the State of Oklahoma and other relevant law.

7. Plaintiff has no other available remedy to prevent the taking of its property in violation of law other than the remedies sought herein.

8. Venue in this action is proper in this Court. The corporate offices of Defendants are located in Oklahoma County. First Church is an incorporated religious association worshiping in Oklahoma County since the Land Run in 1889 at property located in downtown Oklahoma City, Oklahoma, with facilities built and enlarged over the years with funds mostly generated by the sacrificial giving of countless members.

## HISTORY OF FIRST CHURCH

9. First Church has a long and storied history in the State of Oklahoma and Oklahoma City. On April 28, 1889, nearly (80) eighty years **before** the creation of the United Methodist Church, and just six days after the famous “Land Run” that opened the unassigned land of Oklahoma Territory for settlement, First Church began as First Methodist Episcopal Church South.

10. On May 5, 1889, the Sunday School was organized. On June 23, 1889, First Methodist Episcopal Church South was chartered with 17 members. The 17-member congregation was considered a “viable” church.

11. In August 1889, First Church purchased property at the corner of 4<sup>th</sup> and Robinson in Oklahoma City. The congregation’s first church building was dedicated on October 27, 1889.

12. Fourteen years later, the cornerstone was laid for the brick structure that still stands today despite the massive damage inflicted during the April 19, 1995, bombing that destroyed the neighboring Murrah Federal Building.

13. First Methodist Episcopal Church South became The First Methodist Church of Oklahoma City in 1939 following a union of three branches of Methodism. In 1968, a denominational merger added “United” to the church’s name.

14. First Church is the sole possessor of its property and has had no adverse actions filed against its legal possession since its acquisition.

15. First Church solely acquired, used, maintained, insured, and built structures on the subject property.

16. After the April 19<sup>th</sup> bombing, First Church quickly expressed its desire to stay in downtown Oklahoma City and serve the community by unveiling a sign that read “OUR GOD

REIGNS & WE WILL REMAIN.” The sign was clear evidence of First Church’s commitment to the downtown neighborhood.

#### ORGANIZATION OF THE UNITED METHODIST CHURCH

17. The United Methodist Church (UMC) is a worldwide Protestant denomination resulting from a merger of two denominations in 1968. The UMC is not itself incorporated but acts through units organized as hierarchical conferences. The highest-level conference, the General Conference, is a global assembly which meets regularly every four years. Annual Conferences, such as the Oklahoma Annual Conference, are administrative subdivisions of the UMC, presided over by a bishop and cabinet. Annual Conferences are split into districts, each run by a district superintendent who administers and supervises member local churches within that district. The UMC also has a “supreme court” called the Judicial Council which issues binding legal rulings regarding conflicts arising within the UMC.

18. The regional “annual conferences,” unlike the General Conference, are bodies capable of suing and being sued in secular courts. Defendant Oklahoma Conference is one such body, covering the territory in which First Church is located. Each annual conference has an incorporated board of trustees, of which Defendant Board is one.

19. The relationship between First Church and the UMC is stated and controlled by the Book of Discipline (*Discipline*) of the UMC, 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 other body other than the General Conference can either amend the *Discipline* or negate any portion of the *Discipline*. This exclusive authority has been repeatedly affirmed by the Judicial Council of the UMC, which is the highest judicatory in the UMC.

20. The UMC claims to be the beneficiary of a trust created by the *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 First Church, this would be Defendant Board.

THE UMC BOOK OF DISCIPLINE: THE CONNECTIONAL CONTRACT

21. The UMC *Discipline* is the constitution and governing document of the UMC.

22. The *Discipline* is the connectional covenant to which all persons or entities within the UMC agree to be bound. The *Discipline*, therefore, constitutes the terms of the shared contract entered into by all individuals and entities associated with the UMC. Defendants are subject to the terms of this shared contract.

23. Paragraph 2501 of the *Discipline* permits a local church's real and personal property to be transferred free of trust to the extent authority is given by the *Discipline*.

24. 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 *Discipline*, now included therein as paragraph 2553, which is the most recent enactment by the UMC General Conference regarding the trust clause and ownership of local church property. A copy of ¶2553 is attached hereto as *Exhibit 1* and is incorporated as a part of this Petition.

25. Paragraph 2553 provides a process and a set of neutral principles of property ownership, not based on any religious questions or requiring the interpretation of any religious doctrines, whereby a local church may disaffiliate from the UMC and retain its property free of any claim of trust in favor of the UMC.

26. This provision was placed in the *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 weddings.”

27. Petition 90066 to the 2019 General Conference Legislative Committee was an initial draft of the legislation that would eventually be enacted by the 2019 special session of the UMC General Conference as paragraph 2553. Petition 90066, as originally drafted, would have provided for oversight of the disaffiliation process by a District Superintendent – requiring the District Superintendent to conduct an inquiry in accordance with paragraph 2549 of the *Discipline* and to make a determination as to the “viability” of the disaffiliating local church.

28. A Minority Report, removing the paragraph 2549 oversight provision from Petition 90066, was approved and enacted by the 2019 special session of the UMC General Conference as paragraph 2553. This process is described in Decision No. 1379 of the Judicial Council of the UMC, with footnote 3 thereto describing the specific changes proposed by the Minority Report. (A true and correct copy of JCD #1379 is attached as *Exhibit 2*).

29. No provision of paragraph 2553, as enacted, requires that a local church be in “good standing” or “viable” to avail itself of paragraph 2553 disaffiliation. There is no provision anywhere in the *Discipline* that either defines the term “good standing” as applied to a local church, or that limits the right of a local church to disaffiliate where that church has been alleged not to be in “good standing.”

30. The purpose of enacting paragraph 2553 was to avoid the types of harmful litigation over church property that has ensnared other Christian denominations as ideological splits have occurred within those churches.



31. Paragraph 2553 has been utilized in Oklahoma by both ideologically traditional and progressive UMC churches to disaffiliate from the UMC.

32. Paragraph 2553 sets out certain financial commitments from a local church in order to disaffiliate, as set forth in paragraphs 2553.4(b) and 2553.4(d).

33. By its terms, however, paragraph 2553 may 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”).

34. The UMC Judicial Council has affirmed the constitutionality of paragraph 2553 and affirmed it as a viable process for UMC local churches to disaffiliate from the UMC. See JCD #1385 and JCD #1401 attached as *Exhibit 3*.

#### THE ¶2553 DISAFFILIATION PROCESS

35. The ¶2553 disaffiliation process commences with a local church, acting through its governing body, requesting the district superintendent to call a *Church Conference* of the membership of the local church for the purpose of voting on whether the local church wishes to disaffiliate from the UMC. This *Church Conference* is presided over by the district superintendent or an elder designated by the district superintendent.

36. With respect to this *Church Conference*, ¶2553 states it “**shall be conducted** in accordance with ¶248” of the *Discipline* and “**shall be held** within one hundred twenty (120) days after the district superintendent calls for the church conference.” (Emphasis added).

37. Under paragraph 248 of the *Discipline*, there are two ways in which a church conference can be called by the district superintendent. One is at the discretion of the district superintendent. The other is when the district superintendent is requested to do so by the pastor, the church governing body, or 10 percent of the professing membership of the local church. In the

latter cases, the district superintendent's duty is purely ministerial and is not subject to his/her discretion.

38. Therefore, under ¶248 of the *Discipline*, if a local church has requested a *Church Conference*, the district superintendent has no discretion to refuse to call one. A copy of ¶248 of the *Discipline* is attached hereto as *Exhibit 4*.

39. At the *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. 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 is to be presented to the Annual Conference of the geographical conference in which First Church is situated for approval by the Annual Conference.

40. Under ¶2553, the bishops of the UMC, such as Bishop Nunn, have no role in the process of disaffiliation other than to call special annual conferences for the purpose of considering the disaffiliation of local churches.

41. Under ¶2553, district superintendents have the limited and ministerial role of calling a *Church Conference* to consider disaffiliation when a local church council has requested one, and of presiding over the *Church Conference* or designating another presiding officer.

42. Under ¶2553, the Board of Trustees of The Annual Conference, which is a legal entity separate from the Annual Conference itself, has a limited role in the disaffiliation process. The role of a Conference Board of Trustees under ¶2553 is to enter into a "binding Disaffiliation Agreement," which is to contain standard terms specified in ¶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 ¶2553.

43. No provision of ¶2553 gives the Defendants the authority to pause, stop, or delay the disaffiliation process once that process has been announced and implemented.

44. According to ¶2553.4 of the *Discipline*, “the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of [other conference officials]. 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.”

45. Defendant Board developed and approved a disaffiliation process for local churches seeking to disaffiliate and presented a “*Disaffiliation Agreement Pursuant to ¶2553.*” The *Disaffiliation Agreement Pursuant to ¶2553* is attached as *Exhibit 5* and incorporated into this Petition.

46. Defendant Board announced the provisions of the *Disaffiliation Agreement Pursuant to ¶2553* would not be negotiated; in other words, the agreement was final and official.

47. The regional annual conferences of the UMC normally meet only once a year. Defendant Nunn scheduled three special called annual conferences to consider disaffiliations: 1) October 22, 2022, 2) April 22, 2023, and 3) October 13, 2023. Although ¶2553 has a sunset date of December 31, 2023, Defendant Nunn has unilaterally and inappropriately imposed an earlier sunset date of October 13, 2023.

48. In order for a local church to be considered for ratification at the October 13, 2023, Special Session of the Oklahoma Annual Conference, Defendants have imposed a requirement that the local church conduct a *Church Conference* to vote on disaffiliation on or before September 6, 2023. Ten days prior to the *Church Conference*, the local church must provide Defendant

District Superintendent and Tish Malloy, the Director of Transitional Ministry, with a full list of eligible voters.

49. In Oklahoma, Defendant Board has entered into 84 disaffiliation agreements with local churches. Twenty-nine churches were approved at a Special Called Annual Conference on October 22, 2022, and 55 churches were approved at a Special Called Annual Conference on April 22, 2023.

#### FIRST CHURCH'S PREVENTED USE OF THE ¶2553 PROCESS

50. On or about May 15, 2022, First Church began to inform its congregation about the option of disaffiliation from the UMC. First Church held multiple congregational discussions and prayer meetings regarding the option of disaffiliation. On November 21, 2022, First Church's Administrative Council voted to move forward with a disaffiliation vote. As of that date, First Church stood ready and able to accept the terms and conditions of the *Disaffiliation Agreement Pursuant to ¶2553*.

51. First Church obtained the *Disaffiliation Agreement Pursuant to ¶2553* and operated in good faith and in reliance upon the promises made by Defendants that the process and terms set forth in the *Disaffiliation Agreement Pursuant to ¶2553* would be followed by Defendants.

52. On November 23, 2022, First Church notified Defendant District Superintendent, in accordance with ¶2553, of its request for a *Church Conference* for the purpose of voting on whether First Church wishes to disaffiliate from the UMC.

53. By email dated December 2, 2022, Defendant District Superintendent acknowledged receipt of First Church's request for a *Church Conference* and offered to conduct the *Church Conference* on January 22, 2023. On December 6, 2022, First Church notified its congregation of the January 22, 2023, *Church Conference*. By letter dated December 23, 2022,

Defendant District Superintendent sent a letter to First Church and formalized his call “for a special session of the Church Conference on January 22, 2023, 2:30 pm” for the purpose of voting on disaffiliation from the UMC pursuant to ¶2553.

54. On January 11, 2023, Defendant District Superintendent and the Conference Director of Connectional Ministries met with the Administrative Council of First Church. During the meeting, First Church was informed the Conference had been looking at the local demographics and believed First Church is vital to the downtown area and the Conference desired to “partner” with First Church in outreach efforts. There was no mention by Conference officials of any concern that First Church is not a viable congregation.

55. The *Disaffiliation Agreement Pursuant to ¶2553* adopted by the Board added a provision not set forth in ¶2553 of the *Discipline* that included a “condition precedent” to disaffiliation by a local church. The provision provided:

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

a. A Process for Assessment of Local Potential under ¶213 of the *Discipline* or a formal assessment initiated by the Annual Conference Legacy Team may be required to be completed prior to the scheduling of the church conference in order to assess whether the Local Church is a viable congregation. **Such a requirement may be imposed upon the Local Church by the District Superintendent with jurisdiction over the Local Church, and the Local Church shall be notified of such a requirement prior to the District Superintendent scheduling the conference of the Local Church contemplated by paragraph 1(c) below.** If the ¶213 process results in a determination that the Local Church is no longer a viable congregation, then the Local Church will be so advised by the District Superintendent, and a written report made for publication in the pre-conference journal of the Oklahoma Annual Conference. Upon receipt of a report from the District Superintendent that the Local Church is no longer a viable congregation, the Local Church can either elect to: (1) discontinue the disaffiliation process and continue in its covenant relationship with the United Methodist Church; (2) discontinue the disaffiliation process and proceed under the provisions of ¶2549; or (3) continue with the disaffiliation process under ¶2553 with the understanding

that, in seeking approval of the Oklahoma annual Conference for the disaffiliation, the annual conference will have received the report of non-viability in the pre-conference journal. Any dispute as to viability of the Local Church shall be resolved in the exclusive and final judgment of the Oklahoma Annual Conference when it considers and votes on the Local Church's disaffiliation request under ¶2553. (Emphasis added)

56. By email dated January 17, 2023, after Defendant District Superintendent had scheduled the Church Conference to vote on disaffiliation, he notified First Church that the scheduled *Church Conference* would “be postponed and rescheduled at a date and time to be determined” in order for “the congregation to engage, with Annual Conference leadership, in a deliberation process of analysis, according to Paragraph 212 [sic] of [the *Discipline*].”

57. Upon information and belief, Defendants have not required any other local church in Oklahoma to engage in *A Process for Assessment of Local Potential Under ¶213 of the Discipline* (“viability study”) before conducting a *Church Conference* to vote on disaffiliation. The *viability study* is not a term or condition set forth in ¶2553.

58. Defendants improperly notified First Church of a requirement to participate in a *viability study* as a strategy to close First Church and prevent First Church from engaging in the ¶2553 disaffiliation process before the Sunset Date in order for Defendants to take control of First Church's valuable downtown property for their own use.

59. The requirement that First Church participate in *viability study* after the *Church Conference* had been scheduled was a breach of the *Disaffiliation Agreement Pursuant to ¶2553*.

60. On January 19, 2023, First Church's Administrative Council held an emergency meeting to discuss the postponement of the *Church Conference*. The Administrative Council voted to proceed with a vote of the congregation in order to “test the will of the church” and determine whether the congregation would achieve the two-thirds vote to disaffiliate from the UMC. On

February 5, 2023, First Church held a meeting of its congregation to vote on disaffiliation. The vote in favor of disaffiliation well exceeded the required 2/3 threshold.

61. If not for Defendants' breach of the *Disaffiliation Agreement Pursuant to ¶2553*, First Church would have conducted a *Church Conference* on January 22, 2023, and would have voted to disaffiliate from the UMC. Pursuant to Defendants' established process, First Church would have been included with 55 other local churches whose disaffiliation requests were ratified by the Oklahoma annual conference at a Special Called Annual Conference held on April 22, 2023. At the Special Called Annual Conference on April 22, 2023, 55 local churches were voted on and disaffiliation of all 55 local churches was ratified by the annual conference.

62. There is no rational reason why First Church would not have been approved for disaffiliation by the Oklahoma annual conference on April 22, 2023, along with the 55 other local churches who were permitted to complete the disaffiliation process. But for Defendants' breach of the *Disaffiliation Agreement Pursuant to ¶2553*, First Church would be disaffiliated from the UMC effective May 8, 2023.

63. Despite the unilateral promises and representations made in the *Disaffiliation Agreement Pursuant to ¶2553*, Defendants have engaged in a pattern of behavior intending to and having the effect of preventing First Church from using ¶2553 in order to surreptitiously take possession and control of First Church's valuable downtown Oklahoma City property.

**DEFENDANTS' BAD CONDUCT AND *ULTRA VIRES* SCHEME TO  
"RUN OUT THE CLOCK" ON PLAINTIFF AND/OR SURREPTITIOUSLY  
PREVENT THE RIGHT OF PLAINTIFF TO DISAFFILIATE UNDER ¶2553**

64. By email dated January 20, 2023, First Church's Chair of Administrative Council ("Ad Chair") expressed concerns about Defendants' motives for requiring a *viability study* on the eve of its *Church Conference* to vote on disaffiliation. First Church asked for a timeline for the

*viability study*. In a meeting on January 18, 2023, between the Ad Chair and Tish Malloy, the Conference's Director of Transitional Ministry, the Ad Chair directly asked Malloy to inform First Church whether the *viability study* was Defendants' intended way of prohibiting First Church from disaffiliating. Malloy responded that she would ask Defendant Board at its next meeting. Malloy never responded to the Ad Chair's question.

65. By email dated January 24, 2023, Defendant District Superintendent informed First Church that the "start date for the 'engagement'" of the *viability study* would be "next week" and that "by February 4, all parties will have an overview and timeline for the process." Defendant District Superintendent informed First Church that Rev. Chris Tiger would lead the viability study.

66. By February 15, 2023, First Church had not been provided an overview and timeline for the process. First Church's Ad Chair sent a letter to Defendant Bishop Nunn requesting a meeting with him to address the improper actions of Defendants, including the "stall tactic by the conference leadership."

67. By email dated February 21, 2023, Defendant District Superintendent responded to First Church on behalf of Bishop Nunn and the Oklahoma Conference Cabinet stating he would contact First Church "as soon as possible" to arrange a meeting to outline the process. Defendant District Superintendent offered a meeting with Bishop Nunn to take place one month later on March 22, 2023.

68. By email dated February 26, 2023, Defendant District Superintendent notified First Church of the "Process for the Conversation on Church Viability" ("*CCV process and procedures*"). See the *CCV process and procedures* attached as Exhibit 6 and incorporated into this Petition. Defendant District Superintendent requested First Church provide certain information about the church's mission and answer financial questions by March 2, 2023, and



scheduled a meeting with Rev. Craig Stinson, the designated leader of the process instead of Rev. Chris Tiger, to take place on March 8, 2023.

69. Despite disagreement with the *viability study*, on March 2, 2023, First Church provided the information requested by Defendant District Superintendent. The Conference was notified that First Church could sustain the current compensation for the pastor and staff, had endowments to pay capital expenses, had a Rainy-Day Fund set aside for capital expenses, had not drawn from its reserves (savings) over the last four years, and is debt-free. First Church further notified Defendant District Superintendent that First Church participates in City Center and Automobile Alley events, offers business blends lunches, hosts block parties outside, hosts Easter, Halloween, Christmas and Back to School events, provides monthly volunteer efforts at the Food Bank of OKC, helps the homeless downtown find resources, hosts many outside community groups, helps with Skyline Ministries, provides a free pancake breakfast to thousands during the OKC Memorial Marathon, partners with City Night Of Worship to bring praise/worship and the Gospel to the Oklahoma City community, partners with and welcomes another small UMC congregation called The Christ Experience's use of the building for their worship and outreach services, and offers other ministries to downtown Oklahoma City and ministries around the world.

70. Conference officials established the *CCV process and procedures* for the *viability study* that was to include: 1) an initial meeting to discuss financial issues, 2) a second meeting to discuss ministry and outreach to local community, and 3) a third meeting for First Church to receive recommendations and a report of viability. First Church was informed the *viability study* could result in three options: 1) First Church could remain in the UMC, 2) First Church could proceed with the disaffiliation process, or 3) the Conference could close First Church.

71. On March 8, 2023, Conference officials met with representatives of First Church regarding the *viability study*. During the meeting, First Church was informed the reason for the delay in setting up this first meeting was due to the Conference's need to find a leader. Defendant District Superintendent approached three other candidates to serve in the leadership role before selecting Rev. Stinson. Rev. Stinson was called out of retirement to serve in this role. Upon information and belief, the other candidates were reasonably uncomfortable with the scheme to take possession and control of First Church's property and refused the requested assignment.

72. During the March 8, 2023, meeting, Rev. Stinson asked First Church to provide additional information such as the square footage of First Church's building and its current market value. Rev. Stinson explained the *viability study* would not be completed in time for First Church to complete the disaffiliation process in order to be included in the group of disaffiliating churches being presented for ratification at a Special Called Annual Conference scheduled on April 22, 2023. First Church representatives again expressed disagreement with the unfairness of the *viability study*. First Church expressed concern with the Conference's lack of communication and the stall tactics. First Church expressed concern with the Conference leadership's failure to enforce the *Discipline*. First Church demanded the Conference proceed expeditiously with the *CVV process and procedures* and permit First Church to vote no later than early June 2023 in order to ensure First Church could participate in the disaffiliation process before the December 31, 2023, expiration date under ¶2553 of the *Discipline*. The Conference representatives informed First Church that the next meeting would be scheduled on March 20, 2023, to address First Church's outreach ministry efforts to the community.

73. Despite assurances by the Conference that they would proceed expeditiously, on March 10, 2023, just two days later, Rev. Stinson informed First Church that the March 20<sup>th</sup>

meeting was too ambitious and would not happen. He advised a new date would be provided soon. However, the Conference continued to engage in delay tactics and used several excuses for not proceeding with the stated *CCV process and procedures*. To date, the Conference has not scheduled the second meeting under the *CCV process and procedures*.

74. Had a second meeting been held to discuss First Church's outreach ministry efforts to the community, First Church would have informed the Conference of First Church's involvement with the Oklahoma City community. First Church assists the local homeless community, provides outreach to the Exodus House and is best known for its volunteer efforts with the annual Memorial Marathon, including the annual pancake breakfast, the marathon expo, the Saturday evening worship service titled *The Blessing of the Shoes and Gloves*, and the annual Sunrise Service held under the Survivor Tree the morning of the race. Additionally, First Church has a close partnership with the Memorial Commission and other civic leaders and is often asked to assist with meaningful services such as the annual remembrance ceremony. First Church currently maintains numerous local relationships including a partnership with the OKC Chamber Symphony for rehearsals and concerts, OU Medical School for graduation programs, and an ongoing partnership with the YMCA for their annual summer programming. In addition, First Church partners with St. Luke's Methodist Church to provide First Kids Daycare program at its prime downtown location for working families.

75. On March 22, 2023, Defendant Nunn held an all-church conference with the congregation but wholly failed to take any action to rectify the Conference's continued breach of ¶2553, the *Disaffiliation Agreement Pursuant to ¶2553*, and the *CCV process and procedures*; and failed to prevent angst and distrust by the First Church congregation which is causing First Church

to lose membership and not attract new members due to the turmoil and uncertainty of the future of First Church created by Defendants.

76. By email dated May 5, 2023, First Church's Ad Chair noted it had been eight weeks since the first meeting and six weeks since his last communication. First Church reminded Rev. Stinson of the request for an expedited process in order to vote no later than late May/early June and the Conference's assurance they would do everything they could to accommodate First Church's requested timeline. By email dated May 6, 2023, Rev. Stinson provided more excuses, stated it is a busy time of year, and indicated Defendant District Superintendent would provide a date for the second meeting soon.

77. Defendants established the *CCV process and procedures* for the *viability study* yet repeatedly breached its own procedures.

78. Paragraph 2553 of the *Discipline* mandates that a *Church Conference* be held within one hundred twenty (120) days after the district superintendent calls for the *Church Conference*. Defendant District Superintendent formally called a *Church Conference* on January 12, 2023, which was scheduled for January 22, 2023, and subsequently postponed it. The deadline for Defendant District Superintendent to preside over First Church's *Church Conference* was May 11, 2023. Defendants again breached the *Discipline*.

79. On May 16, 2023, First Church sent a letter to Defendant District Superintendent demanding he notify First Church no later than May 19, 2023, of a scheduled *Church Conference* to be held no later than June 11, 2023, for the purpose of voting to disaffiliate from the UMC under ¶2553, in order to remedy Defendant's breach of the *Discipline*. First Church reminded Defendant District Superintendent that 84 churches across the State of Oklahoma had requested and been

granted the opportunity to have a Church Conference and subsequently disaffiliate pursuant to the ¶2553 process. First Church requested fair treatment.

80. First Church received no response to its May 16, 2023, demand letter.

81. Upon information and belief, Defendants have slow-played the improperly called *viability study* and have conspired to “run out the clock” on First Church’s ability to utilize ¶2553 by a combination of *ultra vires* actions, fraudulent misrepresentations, and promises which they have failed to keep so that, unless this Court intervenes, First Church cannot and indeed will not be allowed to fulfill the legislated requirements of ¶2553 in time to meet the sunset date of December 31, 2023. In addition, upon information and belief, Defendants intend to use the improperly called *viability study* to keep First Church from obtaining the requisite votes to disaffiliate.

82. Alternatively, Defendants used delay tactics to prevent First Church from voting to disaffiliate in time to be included in the April 22, 2023, special called annual conference knowing that local churches seeking to disaffiliate at the October 13, 2023, special called annual conference will have a decreased chance of ratification by the delegates to annual conference because delegates from 84 disaffiliated local churches, including the 55 churches who disaffiliated in April 2023, will not be in attendance to vote.

83. Upon information and belief, Defendants, acting wrongfully, in bad faith, and *ultra vires* beyond the limits on their powers, have conspired to delay the *viability study* until after May 25, 2023, in order to strategically and improperly use ¶2549 of the *Discipline* to close First Church and take its property.

84. Paragraph 2549.3(b) provides:

At any time between sessions of annual conference, if the presiding bishop, the majority of the district superintendents, and the appropriate district board of church

location and building all consent, they may, in their sole discretion, declare that exigent circumstances exist that require immediate protection of the local church's property. . . . When it next meets, the annual conference shall decide whether to formally close the local church. (Emphasis added).

85. The Oklahoma annual conference met for its regular annual conference on May 22-25, 2023, the week before the filing of this Petition. The next regularly scheduled annual conference is in May 2024.

86. Defendants could have included but did not include as an agenda item for the annual conference scheduled on May 22, 2023, the issue of whether "exigent circumstances" exist that require immediate protection of First Church's property if Defendants genuinely believed First Church was not a viable congregation in January 2023.

87. On or about May 7, 2023, Defendant District Superintendent and Defendant Nunn notified First Church that its pastor will be moved effective in mid-June 2023.

88. First Church has been informed the pastor of The Christ Experience will be appointed to First Church as a two-charge appointment. The Christ Experience is a separate United Methodist congregation who worships in the building owned by First Church. First Church has welcomed the small Christ Experience congregation into its building and has happily held joint events with the Christ Experience congregation. The Christ Experience has an average worship attendance of less than twenty on Sunday mornings. Yet, the Christ Experience has not been required to participate in a *viability study* or threatened with closure like First Church.

89. Upon information and belief, Defendants, acting in bad faith, have conspired to either a) close First Church pursuant to ¶2549.3(b) now that the May 22, 2023, annual conference has adjourned so First Church is deprived of a timely remedy from the Oklahoma annual conference or b) use an improper and false *viability study* as a mechanism for slow-playing the disaffiliation process and convincing the delegates to the October 13, 2023, annual conference not

to ratify First Church's disaffiliation application so Defendants can then close First Church. Either way, First Church would be deprived of its church property.

90. Defendants' scheme to close First Church and take possession and control of First Church's real and personal property, including its endowments, valued at well in excess of \$30 million, deprives First Church of equal treatment with earlier disaffiliating churches.

91. The only rationale for disallowing First Church the right to use the ¶2553 disaffiliation process is the desire of Defendants to take control of assets acquired through the donations of members of First Church dating back to 1889 and prime property in downtown Oklahoma City for Defendants' own use. This scheme constitutes a wrongful misappropriation of funds and constitutes the tort of conversion of Plaintiffs' property rights to Defendant Conference's and Defendant Board's own use.

92. Since at least 2017, the Oklahoma Annual Conference has been fraught with financial mismanagement and a lack of financial transparency.

93. A 2017 audit, made public in 2022, found "deficiencies in internal control to be material weaknesses." A 2018 audit found the issues previously raised were not resolved by Conference but only became worse.

94. Upon information and belief, Defendant Conference is in a financial crisis and cannot meet its financial obligations to pay pensions and health care for individuals participating in its plans.

95. Despite repeated requests by representatives of local churches within the Conference since July 18, 2020, for additional financial information from the Conference, the Conference has refused to provide such information even though it is required to do so under state law. 18 Okla. Stat. §1065(B).

96. The sequence of actions that has denied First Church 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 First Church of the benefit of ¶2553 in order to convert First Church's property to the Conference. This is in the economic interest of Defendants, although a showing of such an economic interest is not necessary to sustain First Church's claims herein.

97. Paragraph 2553 provides clear and non-doctrinal principles of decision, not involving any religious or ecclesiastical questions, which the secular courts of Oklahoma may and indeed must apply to protect the interest of Plaintiff. Though there are significant theological reasons behind First Church's desire to exercise its rights under ¶2553, the Court need not delve into those reasons as ¶2553's neutral principles of law have been confirmed by the Judicial Council of the UMC.<sup>1</sup>

#### COUNT I – BREACH OF CONTRACT AND SPECIFIC PERFORMANCE

98. The allegations of paragraphs 1 through 97 hereinabove are re-alleged and incorporated herein by reference.

99. The UMC Book of Discipline, including ¶2553, is a contract entered into by units of the UMC, including Plaintiff and Defendants, and by their actions and their oaths of ministry or membership all parties have agreed to be bound by the provisions thereof as alleged hereinabove.

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<sup>1</sup> In fact, two courts in Georgia (Superior Court of Cobb County, State of Georgia and Superior Court of Columbia County, State of Georgia) recently ruled on very similar facts and circumstances granting preliminary injunctions to certain United Methodist churches in Georgia whose disaffiliation votes were "paused" by the North Georgia Conference. See Exhibit 7 attached hereto.



100. The *Disaffiliation Agreement Pursuant to ¶2553* is an offer of a contract by Defendant Board that was relied upon and accepted by First Church.

101. The *Process for Conversation on Church Viability* is Defendants' attempt to force a unilateral contract on First Church.

102. Under Oklahoma law, every contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement. This implied duty requires both parties to a contract to perform their promises and provide such cooperation as is required for the other party's performance.

103. Defendants have breached the *Discipline*, specifically the provisions of ¶2553 and ¶2549, the *Disaffiliation Agreement Pursuant to ¶2553*, the *Process for Conversation on Church Viability* (collectively "the contracts") and the implied duty of good faith and fair dealing by enacting the improper delay and obstruction of the ¶2253 process and by failing to follow several terms of the contracts.

104. Defendants breached the contracts by failing to allow First Church to be included in the group of disaffiliating churches ratified by the Oklahoma annual conference on April 22, 2023, knowing it would either close First Church and deprive First Church of the ¶2553 process or delay First Church's use of the ¶2553 until the October 13, 2023, annual conference when it would be more difficult for disaffiliating churches to achieve the simple majority vote of the delegates to Oklahoma annual conference or to run out the clock past the "sunset" date.

105. Defendant Board breached ¶2553 by imposing "terms and conditions," such as the requirement to participate in a *viability study* before participating in the ¶2553 disaffiliation process, that are not permitted by ¶2553 of the *Discipline* but are intended to sabotage First

Church's disaffiliation application from being fairly presented to annual conference for ratification.

WHEREFORE, Plaintiff asks this Court to enter judgment finding and declaring Defendants in breach of the contracts and order specific performance of the contracts requiring Defendant Board to enter into the *Disaffiliation Agreement Pursuant to ¶2553* as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First Church such that First Church will be free of any claim of trust in favor of Defendant Conference.

Alternatively, Plaintiff asks this Court to order and declare that Defendant District Superintendent call and conduct a church conference of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference, which is scheduled on October 13, 2023; and require Defendants Board and Conference to accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, terminate the *viability study* and not disclose the wrongful *viability study* to annual conference or interfere in any way with the disaffiliation process, and accept and approve the application upon terms no less favorable than the 84 local churches who have disaffiliated to date; and prevent Defendants from closing the Church and from laying claim to its property.

In addition, Plaintiff seeks damages and other just relief resulting from Defendants' conduct.

#### COUNT II – PROMISSORY ESTOPPEL

106. The allegations of paragraphs 1 through 105 hereinabove are re-alleged and incorporated herein by reference.

107. In the alternative, should a contract not be enforceable as alleged, Plaintiff shows Defendants should be prevented from delaying and/or obstructing First Church's use of the ¶2553 process pursuant to the doctrine of promissory estoppel.

108. Defendants made promises to Plaintiff as alleged above by virtue of the ¶2553 process created for disaffiliation, acted upon by 84 churches thus far, promising Plaintiff that Defendants would allow for any local church desiring disaffiliation the opportunity to do so.

109. Plaintiff reasonably relied upon said promises to their detriment as alleged above.

110. Injustice can only be avoided by enforcing Defendants' promises to Plaintiff.

111. Under ¶2553 of the *Discipline*, First Church possesses a valuable property right, which is the right to retain its property, free of any claim of trust in favor of the UMC or any Defendant, upon its compliance with the requirements of ¶2553. However, this right was improperly obstructed by Defendants and made impossible for First Church to vindicate this right except through this Court.

WHEREFORE, First Church requests this Court require Defendant Board enter into the *Disaffiliation Agreement Pursuant to ¶2553* with First Church as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First Church such that First Church will be free of any claim of trust in favor of Defendants Conference and Board.

Alternatively, this Court should require Defendant District Superintendent to call and conduct a church conference of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference scheduled on October 13, 2023, terminate the *viability study*, and require Defendant Board and Defendant Conference to accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, accept and approve

the application upon terms no less favorable than the 84 local churches who have disaffiliated to date, and enjoin and restrain Defendant from closing the Church and from laying claim to its property.

Plaintiff further seeks nominal or compensatory damages as a result of First Church's detrimental reliance on Defendants' false promises in such amount as the evidence may show, together with attorneys' fees and expenses of litigation, and other just relief resulting from Defendants' conduct.

### COUNT III – BREACH OF FIDUCIARY DUTY

112. The allegations of paragraphs 1 through 111 hereinabove are re-alleged and incorporated herein by reference.

113. At all relevant times, each Defendant owed and still owes fiduciary duties to First Church as a congregation of the UMC, which duties include the duty to see that First Church is afforded all the rights and privileges to which it is entitled under the *Discipline*.

114. Particular to this litigation, Defendants owe a fiduciary duty to First Church to allow it the opportunity to use ¶2553 of the *Discipline* first to ascertain the wishes of its membership as to disaffiliation and then to apply for disaffiliation to the Oklahoma Annual Conference before the October 13, 2023, Special Called Annual Conference.

115. 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 First Church to First Church's detriment.

WHEREFORE, to remedy Defendants' breach of fiduciary duty, First Church requests this Court require Defendant Board to enter into the *Disaffiliation Agreement Pursuant to ¶2553* as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First

Church such that First Church be free of any claim of trust in favor of Defendants Conference or Board and restrain Defendants from closing the Church and from laying claim to its property.

Alternatively, First Church requests this Court require Defendant District Superintendent to call and conduct a church conference of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference scheduled on October 13, 2023; and Defendants Board and Conference to accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, terminate the *viability study*, and approve the application upon terms no less favorable than the 84 local churches who have disaffiliated to date; and restrain Defendants from closing the Church and from laying claim to its property.

Plaintiff further seeks nominal or compensatory damages as a result of Defendants' breach of fiduciary duty in such amount as the evidence may show, together with attorneys' fees and expenses of litigation, and other just relief resulting from Defendants' conduct.

#### COUNT FOUR – CONSPIRACY

116. The allegations of paragraphs 1 through 115 hereinabove are re-alleged and incorporated herein by reference.

117. Defendants are participants in a conspiracy to deprive First Church of a valuable property right, that is, the right to pursue the disaffiliation process created by ¶2553 of the *Discipline* and in turn to protect real and personal property occupied and in use by the congregation at First Church valued at well in excess of \$30 million.

118. The deprivation of First Church's valuable property right is an unlawful and *ultra vires* act accomplished by the acts taken by Defendants in furtherance of their shared conspiracy.

119. 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.

WHEREFORE, First Church requests this Court require Defendant Board enter into the *Disaffiliation Agreement Pursuant to ¶2553* as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First Church such that First Church will be free of any claim of trust in favor of Defendant Conference.

Alternatively, First Church requests this Court require Defendant District Superintendent call and conduct a church conference of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference scheduled on October 13, 2023; and Defendants Board and Conference to accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, terminate the *viability study*, and approve the application upon terms no less favorable than the 84 local churches who have disaffiliated to date; and restrain the Defendants from closing the Church and from laying claim to its property..

Plaintiff further seeks nominal or compensatory damages as a result of Defendants' conspiracy in such amount as the evidence may show, together with attorneys' fees and expenses of litigation, and other just relief resulting from Defendants' conduct.

#### COUNT FIVE – FRAUD

120. The allegations of paragraphs 1 through 119 hereinabove are re-alleged and incorporated herein by reference.

121. All Defendants have made fraudulent statements either directly to First Church or intended to reach First Church.

122. At the time of making these statements, Defendants knew the statements were false and the statements were made with the malicious intent that First Church should rely on the statements to its detriment.

123. First Church has reasonably relied on the fraudulent statements made by Defendants to its damage and detriment.

WHEREFORE, First Church requests this Court require Defendant Board enter into the *Disaffiliation Agreement Pursuant to ¶2553* as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First Church such that First Church will be free of any claim of trust in favor of Defendant Conference.

Alternatively, First Church requests this Court require Defendant District Superintendent call and conduct a church conference of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference scheduled on October 13, 2023; and Defendants Board and Conference accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, terminate the *viability study*, and approve the application upon terms no less favorable than the 84 local churches who have disaffiliated to date; and restrain Defendants from closing the Church and from laying claim to its property..

Plaintiff further seeks nominal or compensatory damages as a result of Defendants' fraudulent conduct/statements in such amount as the evidence may show, together with attorneys' fees and expenses of litigation, and other just relief resulting from Defendants' conduct.

COUNT SIX – TEMPORARY AND PERMANENT INJUNCTION  
AND DECLARATORY JUDGMENT

124. The allegations of paragraphs 1 through 123 hereinabove are re-alleged and incorporated herein by reference.

125. Plaintiff shows in accordance with the Motion for Temporary Restraining Order and Temporary Injunction filed contemporaneously herewith and pursuant to 12 OKLA. STAT. §1381, et seq that Plaintiff will suffer irreparable harm unless the Court intervenes immediately, and First Church is otherwise entitled to the relief of a temporary and permanent injunction against Defendants.

126. Alternatively, Plaintiff shows, based on the foregoing Verified Petition, that it is entitled to declaratory judgment pursuant to 12 OKLA. STAT. ¶1651 et seq as to the relief set forth below.

#### PRAYER FOR RELIEF

WHEREFORE, Plaintiff First Church respectfully requests the following relief:

1. A declaratory judgment and/or injunctive relief requiring Defendant Board enter into the *Disaffiliation Agreement Pursuant to ¶2553* as if the Oklahoma annual conference held on April 22, 2023, had ratified the disaffiliation of First Church such that First Church will be free of any claim of trust in favor of Defendants Conference and/or Board, and restrain Defendants from closing the Church and from laying claim to its property;

2. Alternatively, a declaratory judgment and/or injunctive relief that requires a) Defendant District Superintendent to call and conduct a *Church Conference* of First Church during the month of June 2023, in time for First Church's application for disaffiliation to be submitted to the special called annual conference of the Oklahoma Annual Conference scheduled on October 13, 2023, b) Defendants to terminate the *viability study* and refrain from any reference to such *viability study*, c) Defendants to avoid any further delays in the disaffiliation process, d) Defendant Board to accept an application from First Church for disaffiliation at the special called annual conference on October 13, 2023, e) Defendant Board to accept, approve and recommend First Church's application for disaffiliation upon terms no less favorable than the 55 local churches who



disaffiliated in April 2023, and f) Defendants be restrained from closing First Church and/or laying claim to its property;

3. A declaratory judgment and/or injunctive relief establishing Plaintiff Trustees of First Church hold the property of First Church, both real and personal, upon no trust other than one for the benefit of First Church and specifically declaring that no other body, including The United Methodist Church, the Oklahoma Conference of the United Methodist Church, or the Board of Trustees of the Oklahoma Conference of the United Methodist Church, has any equitable or trust interest in such property;

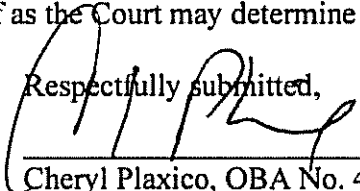
4. Compensatory damages as a judge or jury may find to be just, including nominal or general damages as may be applicable upon the evidence;

5. Punitive damages in such amount as a judge or jury may find to be just and in accordance with Oklahoma statutes;

6. An award of reasonable attorneys' fees and expenses of litigation; and

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

Respectfully submitted,

  
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*Attorneys for Plaintiffs*

VERIFICATION AFFIDAVIT

I, Sean Walker, of lawful age, state under penalty of perjury under the laws of the State of Oklahoma that I have read the foregoing and that the facts set forth therein are true and correct to the best of my knowledge, information, and belief.



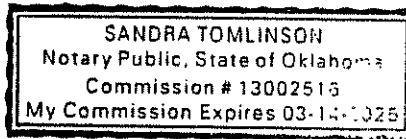
Sean Walker, Chair of Board of Trustees  
First United Methodist Church of OKC

Subscribed and sworn to before me, a Notary Public, this 1 day of June, 2023.

  
Notary Public

My commission expires:

03-14-2023



**¶ 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.

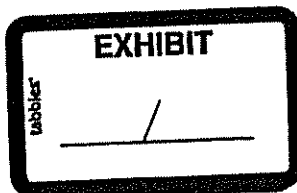
2. *Time Limits*—The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of ¶ 2553 expire on December 31, 2023 and shall not 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. 1379

IN RE: Petition for Declaratory Decision from the Council of Bishops regarding the constitutionality, meaning, application, and effect of Petition 90066 as amended.

#### DIGEST OF CASE

Paragraph 41 of the Constitution governs the narrowly defined circumstance of a local church transferring from one annual conference to another but does not apply to a local church seeking to exit The United Methodist Church. Under ¶ 33 of the Constitution, the annual conference as the basic body in the Church has the reserved right to make final decisions regarding the disaffiliation of local churches within its boundaries.

Any legislation of the General Conference permitting the “gracious exit” of a local church must require at a minimum that (1) the disaffiliation resolution be approved by a two-thirds majority of the professing members of the local church present and voting at the church conference, (2) the terms and conditions, including effective date, of the agreement between the annual conference and the exiting local church be established by the conference board of trustees in accordance with applicable church law and civil laws, and (3) the disaffiliation agreement be ratified by a simple majority of the members of the annual conference present and voting.

When taken together with the consent of the annual conference pursuant to ¶ 2529.1(b)(3), Petition 90066 as amended meets all three requirements and is constitutional and provides a means for the disaffiliation of a local church.

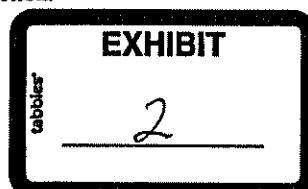
Our ruling with respect to the disaffiliation of a local church in JCD 1377 is modified.

#### STATEMENT OF FACTS

Acting as Legislative Committee, on February 25, 2019, the delegates to the 2019 Special General Conference amended and reported out Petition 90066, also known as the Taylor Disaffiliation Plan.<sup>1</sup> Subsequently, the committee passed a motion requesting the Judicial Council to determine the constitutionality of the Traditional Plan [hereinafter TP], including Petitions 90066 and 90059 (Boyette Disaffiliation Plan).<sup>2</sup> The following day, we rendered a

<sup>1</sup> See Daily Christian Advocate [hereinafter DCA], Vol. 2, No. 5 (February 26, 2019), pp. 440-445. Petition 90066 as originally submitted is printed in the Daily Christian Advocate, Vol. 1 [hereinafter ADCA], pp. 205-206.

<sup>2</sup> See DCA, Vol. 2, No. 5 (February 27, 2019), p. 467. The motion passed 437 to 371. The maker of the motion mistakenly invoked ¶ 2610 as the basis for the request. See *id.* at 464. That paragraph applies to acts of the General Conference, not a legislative committee. At the time the motion was made, the delegates acted as a *legislative committee*. The correct provision would have been ¶ 2609.4, which mandates that the “Judicial Council shall hear and determine the legality of any action taken by any body created or authorized by the General Conference... upon appeal by one-third of the members thereof...” Addressing the question whether a legislative committee was authorized to request a declaratory decision from the Judicial Council, the legislative chair cited JCD 1318 and 887 and answered it in the affirmative. See *id.* at 447. In JCD 1318, the Judicial Council accepted jurisdiction under ¶ 2609.4 for a request from the Judicial Administration Legislative Committee. In JCD 887, the Council did likewise but without citing the authority for jurisdiction.



declaratory decision, ruling both disaffiliation plans to be in violation of ¶¶ 33 and 41, therefore, unconstitutional. JCD 1377 at 3-4.

On February 26, during plenary session, the *Minority Report on Disaffiliation* was substituted for the majority report by a vote of 402 to 400.<sup>3</sup> In adopting the minority report, the General Conference enacted a new ¶ 2553, which reads:

**¶ 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

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<sup>3</sup> See DCA, Vol. 2, No. 5 (February 27, 2019), p. 521. Listed as Calendar Item 19, the minority report reads (in relevant part):

**Minority Report**

Adopt Petition #90066 (ADCA, p. 205) with the following changes:

1. Delete what is printed as section 2553.3 in its entirety
2. In the section listed as section 2553.5, first sentence, replace "the resident bishop" with "the board of trustees"
3. Delete the first sentence section 2553.5g
4. Change the final sentence section 2553.5g, by replacing it with the following: "Payment shall occur prior to the effective date of departure."
5. Delete the entirety of what is printed as sub-section 2553.5c, and re-number the rest accordingly.

DCA, Vol. 2, No. 2 (February 24, 2019), p. 386 (with editorial changes as noted in DCA, Vol. 2, No. 5 [February 27, 2019], p. 516). See also 2019 General Conference Legislation Tracking posted online at <http://www.umc.org/who-we-are/2019-general-conference-legislation-tracking>.

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.

On March 6, 2019, the Council of Bishops [hereinafter Petitioner] filed a request for declaratory decision as to the constitutionality, meaning, application, and effect of Petition 90066 as amended.

Petitioner and Beth Ann Cook filed briefs as interested parties. In addition, Lonnie Brooks, Warren Light, John Lomperis, and Thomas Starnes wrote separate briefs as *amici curiae*.

### JURISDICTION

The Judicial Council has jurisdiction pursuant to ¶¶ 2609.1 and 2610.1 of *The Book of Discipline 2016* [hereinafter *The Discipline*]. The Petitioner has standing to request a declaratory decision pursuant to ¶¶ 2609.1 and 2610.2(b) of *The Discipline*.

### ANALYSIS AND RATIONALE

In JCD 1377, we held that the *pre*-minority-report version of Petition 90066 violated ¶ 33 because, “[b]y sidestepping the mandatory annual conference ratification, the proposed legislation infringes upon ‘such other rights [of the annual conference] as have not been delegated to the General Conference under the Constitution.’” JCD 1377 at 4 (quoting JCD 1366 at 45 and Constitution, ¶ 33). Our analysis was based in part on JCD 1366 in which we applied ¶ 41 and ruled a similar provision in the TP unconstitutional on the grounds that the “proposed legislation improperly substitutes the 55-percent majority for the two-thirds supermajority requirement” and “completely omits the annual conference as the body ratifying any local church vote to change affiliation.” JCD 1366 at 45.

Since then, supporters and opponents of the TP alike have argued convincingly that ¶ 41 does not apply to a disaffiliating local church because this provision governs, as the heading says, the narrowly defined circumstance of “Transfer of Local Churches,” or in constitutional terms, a “local church [requesting to] be transferred from one annual conference to another in which it is geographically located.”<sup>4</sup> Constitution, ¶ 41.1. We agree. Consequently, we determine that ¶ 41 is inapplicable when a local church seeks to exit The United Methodist Church.

However, under the principle of enumerated powers, “all matters distinctly connectional,” over which the General Conference has full legislative power, must be expressly listed in the Constitution.<sup>5</sup> Constitution, ¶ 16. Since the disaffiliation of local churches is *not*

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<sup>4</sup> See Opening Brief of Beth Ann Cook, p. 5 (“...however, ¶ 41, by its very terms, is only applicable to the transfer of a local church from one annual conference to another annual conference in The United Methodist Church and does not provide for a ‘mandatory annual conference ratification’ in all situations of a local church changing its affiliation with The United Methodist Church.”); Opening Brief of John Lomperis, p. 5 (“...the plain-sense language of ¶41 is that, in the Constitution’s own words, it only applies to situations in which a congregation seeks to ‘transfer from one annual conference to another [i.e., another UMC annual conference] in which it is geographically located,’ and that nothing in the actual language of ¶41 indicates that it is intended to address congregations leaving The United Methodist Church altogether.”); Opening Brief of Thomas Starnes, p. 8 (“Specifically, we do not believe the Constitution requires annual conference approval by a two-thirds majority vote in the circumstances contemplated by Petition 90066 and similar “disaffiliation” petitions. By its terms, Constitution ¶ 41 expressly applies only to a transfer of a local church from one UMC annual conference to another UMC annual conference. In that particular circumstance, the Constitution not only requires the approval of both annual conferences, but requires supermajorities to approve the transfer at both the church conference and annual conference level.”).

<sup>5</sup> See JCD 5 (Interim Judicial Council): “The powers of a General Conference are enumerated in Paragraph 15 [now ¶ 16] (Art. IV, Division One, Part I) of the Constitution.” [emphasis added].



mentioned among the enumerated powers of the General Conference, this subject matter has “not been delegated to the General Conference under the Constitution,” and, therefore, the final decision concerning exiting local churches belongs to the annual conference as part of its “reserved rights.” Constitution, ¶ 33.

In light of the foregoing conclusions, the parts of our ruling in JCD 1377 that address the question of local church disaffiliation are hereby modified. Any legislation of the General Conference permitting the “gracious exit” of a local church must have the following minimum requirements:

- (1) Approval of the disaffiliation resolution by a two-thirds majority of the professing members of the local church present and voting at the church conference.
- (2) Establishment of the terms and conditions, including effective date, of the disaffiliation agreement between the annual conference and the exiting local church by the conference board of trustees in accordance with applicable Church law and civil laws.
- (3) Ratification of the disaffiliation agreement by a simple majority of the members of the annual conference present and voting.

Upon examination of the *post*-minority-report language, we find that ¶ 2553 satisfies the first two conditions. The legislation lacks a provision stating that the disaffiliation agreement is subject to ratification by the annual conference. Although the board of trustees, cabinet, and other conference officials are mandated to participate in the decision-making process under ¶ 2553.4, their role “in facilitating the change of affiliation...is not sufficient to make up for the annual conference’s involvement.” JCD 1366 at 45. As we recently ruled in JCD 1371, the decision of the board of trustees, though important and necessary, cannot be a substitute for the action of the annual conference. “The Annual Conference is to maintain its role in decision-making.” *Id.* at 3.

As a stand-alone piece of legislation, Petition 90066 falls short of the third requirement. However, its constitutionality, meaning, application, and effect should not be determined in isolation. If upheld, this legislation will be codified as ¶ 2553 in *The Discipline* and must be construed in relation to other pertinent disciplinary paragraphs. Fortunately, there is a provision elsewhere in *The Discipline*, which supplies the missing requirement. Paragraph 2529, placed under “Section VI. Local Church Property” and entitled “*Charge Conference Authority*,” which provides, in § 1(b)(3):

b) Regardless of whether the charge conference elects to incorporate the local church, the local church:

- (3) cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference. [emphasis added]

Although the previous sub-sections pertain to the powers and duties of the charge conference, § 1(b)(3) places a restriction on the local church as a whole but also, by extension, the *church conference* because the latter is integral part of the former. *The Discipline*, ¶ 248.<sup>6</sup> Here is the ingredient found to be missing in JCD 1377, which was already in *The Discipline*. Under ¶ 2529.1(b)(3), the church conference cannot resolve to sever its ties with The United Methodist Church “without the consent of the annual conference.” As a policy, the prohibition of exit

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<sup>6</sup> Entitled “*Church Conference*,” ¶ 248 states:

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 [emphasis added].

without annual conference consent is closely related to ¶ 2553, which sets forth the process for congregations deciding to leave the denomination. Even though ¶ 2553 contains no reference to ¶ 2529.1(b)(3), it is indisputable that both provisions regulate the same subject matter, namely the disaffiliation of local churches, and, thus, should be read together. Paragraph 2529.1(b)(3) does not say whether the consent must be obtained *before* or *after* the church conference action, nor does it indicate the majority (*simple* or *supermajority*) required for the annual conference action. Absent specific language to the contrary, this provision can reasonably be construed as requiring ratification (*i.e.* consent after) by simple majority of the members of an annual conference.<sup>7</sup>

Save for ¶ 2529.1(b)(3), the legislation under review would fall short of the third requirement and run afoul of the Constitution. "When reviewing legislation for constitutionality, we defer to the legislative authority of the General Conference. In reviewing acts of the General Conference for constitutionality, our first inclination is to save legislation, if at all possible, and not destroy." JCD 1210. In deference to the legislative branch, we reluctantly declare amended Petition 90066 constitutional but stress at the same time that the General Conference bears the responsibility to legislatively address the deficiency identified in ¶ 2553.

#### RULING

Paragraph 41 of the Constitution governs the narrowly defined circumstance of a local church transferring from one annual conference to another but does not apply to a local church seeking to exit The United Methodist Church. Under ¶ 33 of the Constitution, the annual conference as the basic body in the Church has the reserved right to make final decisions regarding the disaffiliation of local churches within its boundaries.

Any legislation of the General Conference permitting the "gracious exit" of a local church must require at a minimum that (1) the disaffiliation resolution be approved by a two-thirds majority of the professing members of the local church present and voting at the church conference, (2) the terms and conditions, including effective date, of the agreement between the annual conference and the exiting local church be established by the conference board of trustees in accordance with applicable church law and civil laws, and (3) the disaffiliation agreement be ratified by a simple majority of the members of the annual conference present and voting.

When taken together with the consent of the annual conference pursuant to ¶ 2529.1(b)(3), Petition 90066 as amended meets all three requirements and is constitutional and provides a means for the disaffiliation of a local church.

Our ruling with respect to the disaffiliation of a local church in JCD 1377 is modified.

April 25, 2019

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<sup>7</sup> To construe ¶ 2529.1(b)(3) as requiring consent by the annual conference *prior* to the church conference action would be inconsistent with ¶ 2553.4, which stipulates that the terms and conditions of the disaffiliation agreement be established by the board of trustees *after* "the church conference votes to disaffiliate from The United Methodist Church." As a matter of law and practicality, until a church conference passes the disaffiliation resolution and the board of trustees approves the terms and conditions, there is nothing for the annual conference to consent to.

SUBJECT TO FINAL EDITING

JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

DECISION NO. 1385

In Re: Request from the Council of Bishops for a Declaratory decision on the Constitutionality, Meaning, Application or Effect of ¶ 2553 (Petition 90066, as amended) Particularly as it Relates to the Effective Date of the Legislation.

**DIGEST OF CASE**

The effective date of ¶ 2553 is immediately upon the close of the 2019 Special Session of the General Conference (the "*Special General Conference*").

**STATEMENT OF FACTS**

The Council of Bishops filed a petition for a declaratory decision which requests that we determine the effective date of ¶ 2553. That Section originated with Petition 90066 which was known as the Taylor Petition (ADCA p. 205). The Petition begins as follows:

Amend, effective the close of the 2019 Conference, <sup>1</sup> Chapter Six, Church Property, by adding a new Section VIII Disaffiliation of Local Churches over Issues Related to Human Sexuality, then by adding a new ¶ 2553 as follows:

The Petition was brought forward on Tuesday Afternoon, February 26, 2019 by Joe Harris who had served as the presiding officer of the Committee of the Whole (DCA p. 515):  
JOSEPH HARRIS: Item is DCA 386, Calendar Item 19, Petition 90066, ADCA 205, Disaffiliation: Taylor. New paragraph 2553. There will be a minority report by Beth Ann Cook. (DCA p. 516).

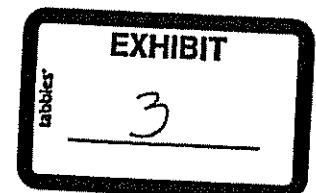
The Minority Report provides as follows:

Adopt Petition #90066 (ADCA) p. 205) with the following changes:

1. Delete what is printed in section 2553.5 in its entirety. [This should read 2553.3, as was corrected verbally by the maker of the motion] in its entirety.
2. In the section listed as 2553.5, the first sentence, replace "the resident bishop" with "the board [sic] of trustees."
3. Delete the first sentence 2553.5g.
4. Change the final sentence section 2553.5g, by replacing it with the following: "Payment shall occur prior to the effective date of the departure"
5. Delete the entirety of what is printed as sub-section 2553.5c, and re-number the rest accordingly.

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<sup>1</sup>Section 511 of The Discipline provides that legislation adopted by the General Conference shall become effective on January 1 of the following year "unless otherwise specified."



The case was orally argued on October 30, 2019 in Evanston, Illinois by Bishop Kenneth H. Carter, Jr. and Mr. William F. Waddell, Jr. Esq. on behalf of the Council of Bishops. Thomas Lambrecht submitted an *amicus* brief and was granted privilege to speak at the oral hearing.

### **JURISDICTION**

The Judicial Council has jurisdiction pursuant to ¶¶ 2610.1 and 2610.2(b) of *The Book of Discipline of the United Methodist Church, 2016*.

### **ANALYSIS AND RATIONALE**

The petition for a declaratory decision by the Council of Bishops raised the question of the effective date of ¶ 2553 as adopted by the Special General Conference.

None of the changes in Petition 90066, as amended by the Minority Report, related to, changed or even mentioned the prefatory language of Petition 90066 about its effective date.

There was no discussion of the effective date in the debate on the substitution of the Minority Report (DCA p. 521) or the debate on the passage/approval of the Minority Report which had become the main motion. (DCA p. 523). The body clearly understood that only those specific changes in the Minority Report were before it. The prefatory language remained unchanged before the General Conference. The effective date of ¶ 2553 is the close of the Special General Conference.

### **RULING**

The effective date of ¶ 2553 is immediately upon the close of the Special General Conference.

Lidia Romao Gulele was absent.

Warren Plowden, first lay alternate, participated in this decision.

### **DISSENTING OPION**

I respectfully dissent from the majority opinion. Neither the original petition 90066, nor the substituted minority report, set forth an alternative effective date [date when the adopted legislation goes into effect] within the body of the new paragraphs to be inserted into the Discipline; the only reference to an alternative date was in the petition's preface. The Disciplinary paragraphs that provide for the effective date of adopted legislation are as follows:

¶ 508. **Legislation Effective Date**—All legislation of the General Conference of The United Methodist Church shall become effective January 1 following the session of the General Conference at which it is enacted, unless otherwise specified (¶ 543.17). [2016 Discipline p. 367 and Errata]

¶ 543.17 **In a central conference or provisional central conference using a language other than English, legislation passed by a General Conference shall**

not take effect until twelve months after the close of that General Conference in order to afford the necessary time to make adaptations and to publish a translation of the legislation that has been enacted, the translation to be approved by the resident bishop or bishops of the central conference. This provision, however, shall not exclude the election of delegates to the General Conference by annual conferences within the territory of central conferences or provisional central conferences. [2016 Discipline p. 388]

When a variance from the above effective date is sought, then the alternative date is generally set forth within the body of that sentence or paragraph that is to be inserted into the discipline. The General Conference delegates are voting on the content of the amended language, not on the rationale which follows the legislation nor on the preface material that precedes the proposed Disciplinary language. For example, Petition 20325, adopted by the 2012 General Conference, included the following paragraph in the body of the legislation:

¶442. In pursuit of its ecumenical and inter-religious responsibilities the Council of Bishops shall create an Office of Christian Unity and Inter-religious Relationships (OCUIR) **effective upon adjournment of General Conference 2012** [emphases added]. The purpose of the OCUIR will be to deepen and expand the ecumenical and inter-religious ministries of the United Methodist Church.

It is for these reasons that I believe that the voting delegates of the General Conference did not adopt an alternative effective date for ¶ 2553.

Beth Capen

November 1, 2019

# Decision Number 1401

SUBJECT TO FINAL EDITING

[NEW SEARCH](#)

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## April 16, 2021

DECISION NO. 1401 — IN RE: Request from the Council of Bishops for a Declaratory Decision on the Constitutionality, Meaning, Application or Effect of Paragraph 2553 (Petition 90066 As Amended).

### Digest

The Commission on the General Conference acted improperly by nullifying ¶ 2553 (Petition 90066 as amended) in between sessions of the General Conference. The action of the Commission is unconstitutional and, therefore, null and void. Our ruling in JCD 1385 on the validity and effective date of ¶ 2553 is affirmed.

### Statement of Facts

Petition 90066 was submitted to the 2019 General Conference including the following prefatory language:

Amend, effective as of the close of the 2019 General Conference, Chapter Six, Church Property, by adding a new Section VIII. Disaffiliation of Local Churches Over Issues Related to Human Sexuality, then by adding a new P. 2553 as follows:

On February 26, 2019, the Minority Report regarding Petition 90066 was substituted for the Majority Report by a vote of 402-400. As we noted in JCD 1386 "at some point after the close of the 2019 General Conference, the Commission on the General Conference [hereinafter COGC] undertook an extensive investigation of complaints that certain delegates used phony/fraudulent credentials when they voted on the motion to substitute the Minority Report for Petition 90066 as filed (DCA p. 521)." The COGC ruled that the vote on the motion to substitute and the vote on the subsequent motion to approve the petition as amended by the Minority Report was also null and void. Thus, the effect of these actions was that the COGC overruled actions of the General Conference. Having determined that they could not petition the Judicial Council directly, the COGC asked the Council of Bishops [hereinafter COB] to ask the Judicial Council to issue a declaratory decision affirming the COGC's determination that the votes of the General Conference were null and void. We added the COB Motion on the vote irregularity to the case already filed on the effective date (Docket 1019-4) but declined to waive the Rules of Procedure and decided the case as it fell 2019 season. "Because of the unusual means of getting the issue before us" and "our marketing efforts," we decided in JCD 1385 to be in the best interests of the Church, the COB and all Interested Persons to re-schedule the case for additional briefs at the next session of the Judicial Council. The COGC declared the actions of the General Conference null and void

on August 14, 2019, nearly six months after the close of the General Conference. See Exhibit A. The General Conference itself has not acted since the close of General Conference on Petition 90066 or on the voting irregularity issue that was before the COGC.

## Jurisdiction

The COB amended their Petition for Declaratory Decision to request us to rule on the effectiveness of the COGC's determination that the vote to substitute the minority report related to Petition 90066 was null and void. The question of alleged voting irregularities raised in this request is outside our scope of review because "[t]he Judicial Council is not an evidentiary body" and, therefore, lacks the jurisdictional authority to depose witnesses and evaluate their credibility in the manner of a trial court. JCD 702. There is no provision in Church law permitting us to conduct investigative or fact-finding proceedings in order to verify those claims. *The 2016 Book of Discipline of The United Methodist Church* [hereinafter the *Discipline*] is completely silent in matters of electoral integrity and accountability.

While we affirm the principle that the "General Conference is the highest legislative body in our connection" and as such has "the authority to make rules for the organization, conduct of legislative business, and the imposition and enforcement of sanctions for ethics rule violations," JCD 1362, we must strongly emphasize that this case is not about the power of the General Conference to adopt those rules or the authority of the COGC to implement them. Nor do we address the issue of whether the COGC is authorized to nullify an act of the General Conference while the latter is still in session.

The record indicates that the action of the COGC was taken on August 14, 2019—almost six months *after* the close of the called session of General Conference. Thus, the present case poses only one specific and narrow question: **Was the action of the COGC nullifying ¶ 2553 (Petition 90066 as amended) in between sessions of the General Conference lawful?**

The Judicial Council has jurisdiction only with respect to that question pursuant to ¶¶ 2609.1, 2609.4, and 2610. The COB has standing to submit this request under the provisions of ¶¶ 2609.1, 2609.4, and 2610.2(b) of the *Discipline*.

## Analysis and Rationale

In our polity, commissions and committees created *by* the General Conference are amenable to the General Conference, except as otherwise provided by legislation. JCD 424. The same is true for the COGC, whose composition, powers, and processes are codified in *The Discipline*, ¶ 511. The language and structure of that provision lend themselves to the conclusion that the COGC was created to function as a subordinate body directly amenable to the General Conference. Amenability refers to "the requirement upon an organized unit in the United Methodist Church to answer to, act under instruction of, agree with, yield to, or submit to another unit in the same connection." *Book of Discipline*, 1976 *Discipline*, Glossary, p. 592. Under that definition, the COGC is bound to agree with, yield to, or submit to the will of the highest legislative body of the Church. By implication, a subordinate unit is barred from invalidating the decisions of the superior body in the absence of the latter's

action. The COGC has only such powers and duties as conferred by the General Conference. It certainly lacked the authority to overrule a legislative act in between sessions of the General Conference. To hold otherwise is to tacitly endorse "an unauthorized delegation of legislative authority," which is unconstitutional and prohibited by the separation of powers. JCD 682.

"The separation of authority and decision making is integral to the United Methodist Constitution and law," demanding that each branch respect the defined roles of all other branches of the Church. JCD 689. The General Conference "shall have full legislative power over all matters distinctively connectional," which includes the authority to enact, amend, and repeal legislation. Const. ¶ 16. "Like any other legislative body, the General Conference has the right to change its mind. It can specifically rescind its own prior action, or it can just ignore it and rescind it by implication." JCD 424. Generally speaking, "[c]hanges in church law can only be made by the General Conference." JCD 1274. In the absence of a specific mechanism in *The Discipline* to address issues of electoral integrity and accountability, any voting irregularities alleged to have occurred during the legislative process should be resolved within the legislative process by the General Conference in accordance with its rules.

## Decision

The Commission on the General Conference acted improperly by nullifying ¶ 2553 (Petition 90066 as amended) in between sessions of the General Conference. The action of the Commission is unconstitutional and, therefore, null and void. Our ruling in JCD 1385 on the validity and effective date of ¶ 2553 is affirmed.

## Dissenting Opinion

I dissent.

Kabamba Kiboko

I adamantly dissent from the majority opinion. The procedural history seems to be misunderstood in regard to a variety of factors, not the least of which is the fact that the action of the Commission was to declare a **vote** null and void, not to declare a General Conference action null nor to nullify a prior holding of the Judicial Council. Rather, the Commission is acting pursuant to the General Conference's grant of authority and pursuant to the Plan of Organization and Rules of Order. This is the very same constitutional authority which the Judicial Council *fully acknowledged* and heralded in Decision 1362. It is extremely difficult to understand how the Council could issue Decision 1362 with such broad power (I dissented in 1362) and yet in this case, wherein General Conference has the absolute right to set its own Plan of Organization and Rules of Order, the Council decides to ignore the constitutionally permissible authority granted by the General Conference Rules (enabling issues such as the fraudulent voting to be dealt with pursuant to said Rules) and instead frame this matter as declaring legislation null and/or overturning Judicial Council rulings between sessions." It's confounding....

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marketing efforts. [Cookie policy](#).

Beth Capen



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-

**EXHIBIT**

4

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**

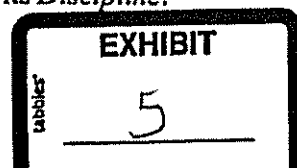
This Disaffiliation Agreement Pursuant to ¶ 2553 (“Disaffiliation Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (“Local Church”) and the Oklahoma Annual Conference of the United Methodist Church, Inc., (“Annual Conference”) by and through The Board Of Trustees Of The Oklahoma Annual Conference Of The United Methodist Church, Inc. (“CBOT”).

WHEREAS, Local Church is a United Methodist church within the boundaries of the Annual Conference;

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which the decision to disaffiliate was approved by at least a two-thirds (2/3) majority vote of the professing members and clergy (active and retired) relating to the Local Church present and receiving a ballot at the church conference of Local Church, based upon one or more of the following grounds:

- (1) for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality;
- (2) for reasons of conscience regarding the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or
- (3) for reasons of conscience regarding the actions or inactions of its annual conference related to a change in the requirements and provisions of the *Book of Discipline* and related to the practice of homosexuality, or related to the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference.

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church acknowledges that, pursuant to the Trust Clause stated in the Book of Discipline of The United Methodist Church, the Annual Conference is the beneficial owner in trust of all real and personal, tangible and intangible property of the Local Church, and that the 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 the Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s right, title and interest, on behalf of The United Methodist Church, in and to 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. A Process for Assessment of Local Potential under ¶213 of the *Discipline* or a formal assessment initiated by the Annual Conference Legacy Team may be required to be completed prior to the scheduling of the church conference in order to assess whether the Local Church is a viable congregation. Such a requirement may be imposed upon the Local Church by the District Superintendent with jurisdiction over the Local Church, and the Local Church shall be notified of such a requirement prior to the District Superintendent scheduling the conference of the Local Church contemplated by paragraph 1(c) below. If the ¶213 process results in a determination that the Local Church is no longer a viable congregation, then the Local Church will be so advised by the District Superintendent, and a written report made for publication in the pre-conference journal of the Oklahoma Annual Conference. Upon receipt of a report from

the District Superintendent that the Local Church is no longer a viable congregation, the Local Church can either elect to: (1) discontinue the disaffiliation process and continue in its covenant relationship with the United Methodist Church; (2) discontinue the disaffiliation process and proceed under the provisions of ¶2549; or (3) continue with the disaffiliation process under ¶2553 with the understanding that, in seeking approval of the Oklahoma Annual Conference for the disaffiliation, the annual conference will have received the report of non-viability in the pre-conference journal. Any dispute as to viability of the Local Church shall be resolved in the exclusive and final judgment of the Oklahoma Annual Conference when it considers and votes on the Local Church's disaffiliation request under ¶2553.

- b. Ten (10) or more days prior to the Conference of the Local Church contemplated by paragraph 1(c) below, the Local Church shall provide to the District Superintendent a full list of its roll of professing members and active and retired clergy relating to the Local Church, as determined by the Local Church in consultation with the District Superintendent. Membership is as is defined in ¶¶215(2), 217 and 357(5) of the *Discipline*. The membership roll provided to the District Superintendent shall be the exclusive list of those eligible to vote at the Local Church conference referenced in paragraph 1(c) below, and no person shall be otherwise eligible to vote at the Local Church Conference notwithstanding a change in their membership status after the rolls of professing members and active or retired clergy have been provided to the District Superintendent. In issuing the call for the Local Church's church conference, the District Superintendent must include and expressly state in writing that the church conference is to formally consider the Local Church's request to disaffiliate from the denomination for one or more of the three identified grounds specified in ¶2553.1, using the exact language specified in paragraph 1(c) below for the motion to be voted upon by the called church conference.
- c. *Church Conference Vote.* Only professing members of the Local Church on the membership roll and active and retired clergy relating to the Local Church, as provided by the Local Church in advance to the District Superintendent (as described in paragraph 1(b) above) shall be allowed to vote. Professing members and active or

retired clergy must be present at the conference of the Local Church in order to be allowed to vote; no proxy voting shall be allowed; and professing members and active or retired clergy are only allowed one vote each and cannot vote for any family or other professing member or active or retired clergy. All voting shall be by secret written ballot, and a bar shall be established between those eligible to vote and all others. No voter shall be allowed to leave the room or cross the bar while in possession of a ballot. Once the bar is established by the District Superintendent, no ballot shall be allowed to pass from outside the bar to inside the bar or vice versa; any such ballots will be invalidated, and no replacement ballot shall be issued. Proper credentialing will be required of eligible professing members and active or retired clergy. The District Superintendent may require, in his or her sole and exclusive judgment and at the Local Church's sole expense, the hiring of a Certified Public Accountant or outside public accounting firm of the District Superintendent's own choosing (the CPA or firm shall have no familial connection to or professing membership in the Local Church or to the active and retired clergy relating to the Local Church) in order to have that individual or firm validate and certify (1) those eligible to vote as professing members and as active or retired clergy relating to the Local Church; and (2) the results of the voting. Ballots shall reflect three choices: a "Yes" Vote, if in favor of Disaffiliation, a "No" Vote, if against Disaffiliation, and a separate check box for "Abstain" if the professing member or active or retired clergy does not wish to vote on the motion. While not constituting a vote on the motion, abstentions shall be separately counted in order for the district superintendent to determine whether the required approval of two-thirds (2/3) majority vote of the professing members of the Local Church and active or retired clergy relating to the Local Church "present at the church conference" is obtained. In this connection, ballots issued but not turned in shall count as abstentions. A maximum of two votes and counting of abstentions, including a vote after a successful motion to reconsider, shall be allowed. As presented to the church conference, the motion must be phrased that it is for the Local Church to proceed with disaffiliation from the denomination under ¶2553 based upon one or more of the following grounds:

(1) for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality;

(2) for reasons of conscience regarding the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference;

(3) for reasons of conscience regarding the actions or inactions of its annual conference related to a change in the requirements and provisions of the *Book of Discipline* and related to the practice of homosexuality, or related to the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference.

All decisions regarding identification, credentialing, the manner and conduct of the Local Church conference, and the vote itself, shall be in the exclusive and final judgment of the District Superintendent presiding over the Local Church conference. At least two-thirds (2/3) of the professing members and active or retired clergy relating to the Local Church, who are present and receive a ballot at a church conference of Local Church must vote "Yes" to disaffiliate from The United Methodist Church reciting one of the three grounds required by ¶2553.1 as described and recited in the exact wording above. Local Church acknowledges and agrees that the disaffiliation process is not available for any other reason. The church conference shall be conducted in accordance with ¶248 of the *Discipline*. The Local Church must provide documentation, to the satisfaction of CBOT, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation shall include, but not be limited to, (i) a list of all professing members and active or retired clergy who relate to the Local Church present and receiving a ballot at such meeting (including full names and telephone numbers); and (ii) a description of the Local Church's efforts required by the *Discipline* to give "special attention ... 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 vote and attendance must be certified by an authorized officer of Local Church and the District Superintendent present at such meeting; such documentation shall be attached as Exhibit "A" to this Disaffiliation Agreement. No other business or vote may be conducted at the Local Church conference other than as described in this paragraph. The District Superintendent shall retain all ballots after voting and shall announce the results of the

vote. In the event the vote to disaffiliate fails to obtain the necessary two-thirds (2/3) support in the vote, then the Local Church cannot again request such a conference and vote without approval of and consultation with the District Superintendent, or until the passage of twelve (12) months from the date of the conference of the Local Church at which the vote was taken and received insufficient support. In the event the vote to disaffiliate obtains the necessary two-thirds (2/3) support in the vote, then the Local Church may continue to proceed with the disaffiliation process subject to all of the terms and conditions of this Disaffiliation Agreement.

- 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).
- e. *Payment and Satisfaction of All Obligations of Local Church; Escrow.* All of the Local Church’s obligations set forth in this Disaffiliation Agreement must be satisfied and completed 10 days prior to the annual conference vote with the Local Church depositing in escrow all amounts due hereunder with BOKF, NA (BOK Financial) in Tulsa, Oklahoma (hereinafter, “escrow agent”). Upon the annual conference voting to approve the Local Church’s disaffiliation from the United Methodist Church, the escrow agent shall release all escrowed funds to the Annual Conference. If the annual conference does not approve the Local Church’s disaffiliation, all escrow deposited funds shall be returned to the Local Church by the escrow agent within three (3) business days of the vote.

Should any of the above Conditions Precedent not occur, the Annual Conference vote contemplated by paragraph 1(d) above shall not be held on the Local Church’s disaffiliation request, and the disaffiliation process will become unavailable to the Local Church until such time as all requirements of paragraph 1 are met and satisfied. During such period all other appropriate provisions of the *Discipline* will be applicable.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all its right, title and interest in and to property, real and personal, tangible and intangible, as well as all of the Local Church’s right, title and interest in and to any



agreement of which Local Church is the beneficiary, in trust for the benefit of the entire United Methodist Church denomination, and that ownership and usage of such Local Church property is subject to the *Discipline*. A listing and inventory of all such Local Church property and interests, in sufficient detail as agreed to by the Local Church and the Annual Conference (such as a list given to a property or casualty insurance carrier) shall be certified by the Board of Trustees of the Local Church and such documentation shall be provided to the CBOT at least 30 days prior to the vote of the Annual Conference contemplated by paragraph 1(c) above, and such documentation shall be attached as Exhibit "B" to this Disaffiliation Agreement. The CBOT, through its designees, will have the right of inspection and audit in order to verify the completeness and accuracy of the Local Church listing and inventory and Local Church shall fully cooperate in providing access to records and property in order to facilitate the same.

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 fourteen (14) calendar days after the annual conference votes to approve disaffiliation unless the parties otherwise agree in writing to a different date ("Disaffiliation Date"). The *Discipline* requires that such Disaffiliation Date be effective after the Annual Conference's ratification referenced in Section 1(d) above. Should Local Church fail to timely comply with all of its obligations as set forth herein, then notwithstanding the date set forth above in this paragraph 3, the Disaffiliation Date will be deferred until such time as full compliance has been secured to the satisfaction of the CBOT.

4. Local Church's Obligations. Local Church shall complete the following:

a. Payments, Debts, and Other Obligations. Unless otherwise specified below, as of the date ten (10) calendar days prior to the first day the annual conference is meeting to consider and vote upon the Local Church's disaffiliation as contemplated by ¶2553, Local Church shall pay or provide satisfactory documentation to Annual Conference, as applicable, and in a manner specified by CBOT, the following:

i. Local Church shall have the right to retain its real and personal, tangible, and intangible property provided all of its other obligations and payments set forth are fully satisfied and fully paid on the terms and conditions set forth in this

Disaffiliation Agreement. Any costs relating to Local Church's retention of its property, as well as any transactional costs and fees associated with the same, will be borne by Local Church.

- ii. Any unpaid Annual Conference and District apportionments for the calendar year in which the Local Church conference referenced in paragraph 1 (b) and (c) above is held, as calculated by Annual Conference utilizing the Annual Conference and District decimal applicable to that calendar year. The Local Church's remaining Annual Conference apportionment due under this paragraph totals \$\_\_\_\_\_, and the Local Church's remaining District apportionment due under this paragraph totals \$\_\_\_\_\_;
- iii. An additional twelve (12) months of Annual Conference and District apportionments as required by ¶2553(4)(b) of the *Discipline* as calculated by Annual Conference utilizing the Annual Conference and District decimal applicable to the current calendar year. The Local Church's Annual Conference apportionment due under this paragraph totals \$\_\_\_\_\_, and the Local Church's District apportionment due under this paragraph totals \$\_\_\_\_\_
- iv. In the event Local Church has unpaid Annual Conference and District apportionments from the calendar year that immediately predates the calendar year referenced in paragraph 4(a)(ii) above, then the Local Church shall be responsible for all such amounts as calculated by Annual Conference. The Local Church's remaining Annual Conference apportionment due under this paragraph totals \$\_\_\_\_\_, and the Local Church's remaining District apportionment due under this paragraph totals \$\_\_\_\_\_;
- v. Local Church shall pay all of its appointed clergy's compensation and benefits through the Disaffiliation Date.
- vi. If Local Church has been the recipient of any grant given by its District or the Annual Conference in the calendar year in which the Local Church conference referenced in paragraph 1 (b), and (c) above is held, then these amounts shall be repaid in full to the District or Annual Conference as appropriate unless

forgiven in writing by the granting entity. The grants include, but are not limited to, New People New Places, Equitable Compensation, and the Woodworth Foundation, or any other grant given by the District or Annual Conference, as calculated by Annual Conference, totaling \$\_\_\_\_\_.

- vii. 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 of the United Methodist Church (Wespath) using market factors similar to a commercial annuity provider, from which shall be deducted the Pension Fund Crusade Account Balance ("Crusade Balance"), all as calculated using the formula set forth in paragraph 4(a)(xiv) below, totaling \$\_\_\_\_\_;
- viii. An amount equal to Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's underfunded Postretirement Clergy Medical Plan, based on the Annual Conference's aggregate funding obligations as determined by Willis Towers Watson using market factors similar to a commercial annuity provider, and calculated using the formula set forth in paragraph 4(a)(xiv) below, totaling \$\_\_\_\_\_;
- ix. All pension and health insurance outstanding balances, as recorded in the permanent records of the Annual Conference, totaling \$\_\_\_\_\_;
- x. Any unpaid loans or other obligations to other United Methodist entities (i.e., to a District, Foundation, Conference, or other local churches) shall be satisfied and paid in full unless those loans can be assigned to a new legal entity; as of March 1, 2023, these unpaid Local Church loans and other obligations are in an amount totaling \$\_\_\_\_\_;
- xi. Any investment portfolio needs to be reviewed as to required legal modifications;

- xii. All endowments, memorial bequests, foundations, and restricted gifts/donations, including those involving mineral rights or royalties (collectively, “restricted gifts”), must be reviewed to ensure compliance with all restrictions particular to United Methodism and paragraph 6(a) below. A list of all restricted gifts and their disposition shall be attached as Exhibit “C” to this Disaffiliation Agreement.
- xiii. An amount representing other payments, which may include, without limitation, other debts and direct bill obligations to Annual Conference or a related foundation, as “established by the board of trustees of [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” (§ 2553.4), in an amount totaling \$\_\_\_\_\_;
- xiv. A. *Formula for Calculation of Local Church Pro Rata Share of Unfunded Pension and Underfunded Postretirement Clergy Medical Plan obligations.*

(1). The Annual Conference will separately obtain from the General Board of Pension and Health Benefits of the United Methodist Church (Wespath), monthly calculations, using market factors similar to a commercial annuity provider, of the unfunded aggregate pension withdrawal liability (“APWL”) of the Annual Conference. The calculation of the Crusade Balance shall be made and certified by the Annual Conference Treasurer. Twice per year, when February and August numbers are available, a six-month average of the APWL and the Crusade Balance will be calculated for that time period and will remain fixed at that value for the next six months or until the next data points are available (i.e., the six months of monthly APWLs and Crusade Balance for March 2022 through August 2022 will be averaged and that value fixed until the September 2022 through February 2023 data is available, and continuing); and

(2). The aggregate Postretirement Clergy Medical Plan underfunding of the Annual Conference is calculated on an annual basis by Willis Tower Watson. The current calculation was made based on Census data as of January 1, 2021. This amount will be used until the calculation has been reported which will be based on the Census data as of January 1, 2022.

These calculations will be publicly available on the Annual Conference website.

*B. Calculation of Local Church's Pro Rata Share of Unfunded Pension and Underfunded Postretirement Clergy Medical Plan obligations:* As of the date ten (10) calendar days prior to the first day the annual conference is meeting to consider and vote upon the Local Church's disaffiliation as contemplated by ¶2553, the Local Church will be obligated to pay the lesser sum of the two most recent valuations of the six-month average of the unfunded APWL of the Annual Conference, after deduction of the Crusade Balance, as described in paragraph 4(a)(xiv)(A)(1) and the aggregate Postretirement Clergy Medical Plan underfunding (described in paragraph 4(a)(xiv)(A)(2)) above, multiplied by the Local Church Annual Conference decimal for the calendar year in which the Local Church conference referenced in paragraph 1 (b), and (c) above is held.

- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity, releasing Local Church and Annual Conference from any further liability. Local Church must provide sufficient documentation of full compliance with this paragraph to CBOT. Local Church shall indemnify and hold harmless Annual Conference and CBOT, and their officers, directors, agents, and employees from any and all liability and costs (including reasonable attorney's fees) associated with claims, actions, or causes of action related to the Local Church's debts, loans, obligations, contracts, or torts of whatever kind or nature, regardless of when any such liability was incurred and regardless of when

enforced by any creditor, lender, obligor, contracted party, or injured party, and regardless of whether that creditor, lender or obligor, contracted party, or injured party, is or was affiliated with the United Methodist Church or its predecessor entities, boards or agencies.

- c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination of the United Methodist Church and Annual Conference, including the removal of all signage containing the same. The Local Church shall transfer to Annual Conference all Local Church archival records, membership rolls, and historical documents, including documents related to funerals, baptisms, and weddings, and all trustee, committee, and council meeting minutes, and the Local Church may make copies for its own records of the archived and historical records. Except for imprinted books, hymnals, stone carvings, stained glass, or artwork permanently imbedded in the local church property and thereby of historical significance (and for which the Annual Conference will grant Local Church a license), the Local Church shall transfer to the Annual Conference all signs, insignia, symbols, works of art, marks or other items for which Annual Conference or the United Methodist Church holds the common law and statutory trademark, copyright or trade name interests. A list of items retained with a license for use by the Local Church and those items to be transferred back to the Annual Conference are described in the attached Exhibit "D". The Local Church hereby surrenders any license or right which it may have had for the use of said items, and shall refrain from any publication, distribution, or use of said items. All other items of personal property or fixtures not described herein shall remain the property of the Local Church.
- d. *Provision for Dissenting Professing Members of the Local Church.* Local Church shall provide a written plan of action to fulfill the provisions of ¶¶239 and 240 of the *Discipline*. Such plan shall be attached as Exhibit "E" to this Disaffiliation Agreement.
- e. *Membership Audit and Report.* In keeping with ¶235 and ¶236 of the *Discipline*, Local Church shall provide, prior to the vote of the Annual Conference referenced in paragraph 1(d) above, a written list identifying those professing members who are leaving the United Methodist Church and those professing members who are

continuing as members of the United Methodist Church, specifically identifying, for such continuing professing members, the local church congregation in the Annual Conference to which they will be transferring membership at the sole discretion of the District Superintendent with due consideration being given to the provisions of ¶229 and 2549.2 of the *Discipline*, as appropriate.

- f. *Cemeteries and Columbarium.* If Local Church has a cemetery, columbarium, mausoleum, or other place for the disposition of human remains, Local Church and CBOT will enter into an agreement similar to Exhibit “F” regarding the continued access to, care, and upkeep of it.
- g. *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.

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 to the satisfaction of CBOT, including obtaining a new EIN from the Internal Revenue Service. Local Church represents and warrants that the new entity shall continue as a tax-exempt organization under the Internal Revenue Code. It is recommended that Local Church establish itself as a corporation. Local Church will have all rights and duties as provided by law to wind up its affairs, including those that might exist after the Disaffiliation Date. Local Church shall indemnify, defend, and hold harmless Annual Conference and CBOT, and their 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.

- (a) Mineral Rights, Restricted Gifts and Endowments. All mineral rights underlying real property that are to be otherwise conveyed pursuant to paragraph 6(b) below, and all mineral rights received by gift or bequest subject to restricted gifts or endowments, shall ordinarily be retained by the Local Church as of the Disaffiliation Date. If the restricted gift or endowment requires retention by the Annual Conference in order to satisfy the terms of the restricted gift or endowment, then it shall be retained by or conveyed to the Annual Conference as appropriate. A list of all restricted gifts and their disposition including those involving mineral rights contemplated by this paragraph as referenced in Paragraph 4(a)(xii) are reflected in Exhibit "C". Upon request of the party retaining the interest pursuant to this paragraph, the other party shall execute a quit claim deed or other appropriate legal document conveying any and all such interests to the requesting party.
- (b) On the Disaffiliation Date, with the exception of any applicable mineral rights subject to Paragraph 6(a) above, Local Church will have full ownership of its property and assets as described in Exhibit "C". The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs or tax consequences resulting from such transfers or other transactions shall be borne solely by Local Church. CBOT 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 that would otherwise be subject to the Trust Clause interest of the Annual Conference. All real property conveyances shall be by quit claim deed without warranty of title, and all transfers of personal, tangible, and intangible property shall likewise be without warranty of any kind. The Local Church shall indemnify and defend the Conference for any and all claims, liens, encumbrances, or other obligations incident to the ownership of the real property, including any liability or requirements attendant to tribal or Native American lands, if any, and including any implicated or required for any intended re-use of any affected real or personal property. After Local Church has made all payments pursuant to paragraph 4a,



handled all liabilities pursuant to paragraph 4b, and complied with all other terms of this Disaffiliation Agreement, Annual Conference will sign a quit-claim deed releasing all property to the Local Church effective on the Disaffiliation Date.

7. *Use of Designated Pension Funds.* As an act of stewardship and in furtherance of its fiduciary obligations, the Annual Conference shall deposit the funds designated as satisfying the Local Church financial obligations under paragraph 4(a)(vii) into a designated account the use of which shall be restricted exclusively for the payment of pension obligations of the Annual Conference until the annual conference meets for its regular session in 2034.

- a. Subject to future legislation adopted by the General Conference, after the Disaffiliation Date and through December 31, 2033, if Wespath or its successor certifies on a market basis that the unfunded pension obligation of the Annual Conference no longer exists and such certification is concurred in by the Annual Conference Treasurer, then the Local Church shall be remitted its proportionate share (using the methodology for determining a proportionate share as determined by a majority vote of the then next regular session of the annual conference, after receipt of a recommendation for such methodology by Annual Conference leadership in consultation with the Conference Treasurer and the Conference Board of Trustees). In the event a Local Church that disaffiliated pursuant to ¶2553 no longer exists as of the date of the Annual Conference Treasurer's concurrence in the aforementioned Wespath certification, then the funds attributable to such Local Church shall be repurposed for ministry pursuant to the majority vote and direction of the next regular session of the annual conference.
  
- b. Subject to future legislation adopted by the General Conference, in the event Section 7(a) has not become operative prior to January 1, 2034, then in the calendar year 2034 the Annual Conference will undertake a review of the aggregate pension obligation of the Annual Conference using the same formula as provided for in Section 4(a)(vii) and (xiv) above, and will make a one-time permanent recalculation of the remaining unfunded aggregate pension obligation of the Annual Conference and report on the same to the 2034 regular session of the annual conference. If the calculation of the six-month average for the period of October 2033 through March 2034 of the Annual

Conference's APWL is equal to or greater than the balance of funds present in the restricted account as of a March 31, 2034 valuation date as determined by the Conference Treasurer, then the restriction on the money on deposit in the account shall be maintained until such time as the unfunded pension obligation is certified by Wespath or its successor on a market basis to no longer exist, at which time such funds shall be repurposed for ministry pursuant to the vote and direction of a future annual conference meeting after such certification. If the calculation of the six-month average for the period of October 2033 through March 2034 of the Annual Conference's APWL is less than the balance of funds on deposit in the restricted account as of March 31, 2034 valuation date, then the Local Church shall be remitted its proportionate share (using the methodology for determining a proportionate share as determined by a majority vote of the next regular session of the annual conference after receipt of a recommendation for such methodology by Annual Conference leadership in consultation with the Conference Treasurer and the Conference Board of Trustees) of the amount in excess of the six-month average of the Annual Conference's APWL as of March 31, 2034. With respect to the balance of funds necessary to satisfy the underfunded pension obligation of the Annual Conference, the restriction on the money on deposit in the account shall be maintained until such time as the unfunded pension obligation is certified on a market basis by Wespath or its successor to no longer exist and such certification is concurred in by the Annual Conference Treasurer, at which time such funds shall be repurposed for ministry pursuant to the vote and direction of a future annual conference meeting after such certification and concurrence. In the event a Local Church that disaffiliated pursuant to ¶2553 no longer exists as of January 1, 2034, then the funds attributable to such Local Church shall be repurposed for ministry pursuant to the vote and direction of the 2034 or later annual conference in the event of a subsequent aforementioned Wespath certification and Annual Conference Treasurer concurrence.

8. Use of Designated Postretirement Clergy Medical Plan Funds. As an act of stewardship and in furtherance of its fiduciary obligations, the Annual Conference shall deposit the funds designated as satisfying the Local Church financial obligations under paragraphs 4(a)(viii) into a

designated account the use of which shall be restricted exclusively for the payment of Postretirement Clergy Medical Plan costs for so long as that retirement benefit continues to be offered to retired clergy by the Annual Conference.

**9. Risk of Loss. As of the Disaffiliation Date, Local Church acknowledges, agrees and represents that it will no longer be covered by any Annual Conference or District liability, hazard or other insurance policy for its real or personal property, professing members, active and retired clergy, employees, or guests, and that Local Church shall be responsible for all risk of loss, of whatever kind or nature, as of the Disaffiliation Date.**

**10. Release of Claims.** With the exception of any obligations undertaken pursuant to this Disaffiliation Agreement, upon the completion of all of their respective obligations herein, Annual Conference, CBOT 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. This release shall not apply to the indemnification obligations of the Local Church set forth in paragraphs 4(b) and 5. 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.

**11. Time Limit.** Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

**12. 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 has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

13. This Disaffiliation Agreement replaces any existing agreement or understanding between the Church and the Annual Conference, and all prior agreements are merged with and superseded by this Agreement.

14. Free Standing and Independent Agreement. The obligations and undertakings set forth in this Disaffiliation Agreement are independent and free standing and will remain binding and enforceable on the parties notwithstanding (a) the expiration of paragraph 2553 of the *Discipline* on December 31, 2023, (b) the constitutionality or absence thereof of any provision of the *Discipline* as determined by the Judicial Council of the United Methodist Church; or (c) the adoption by the General Conference subsequent to this Disaffiliation Agreement of the *Protocol of Reconciliation & Grace Through Separation*, or comparable changes to the *Discipline* that would allow for separation of local churches from the United Methodist Church on terms different from what is set forth in this Disaffiliation Agreement.

15. Severability. Each of the terms of this Disaffiliation Agreement is an important, material, and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, however, the remaining terms of this Disaffiliation Agreement shall remain in effect and shall be deemed valid and legally binding upon the parties.



**CBOT ON BEHALF OF ANNUAL CONFERENCE (2 OFFICERS OF CONFERENCE BOARD OF TRUSTEES)**

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

And

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF OKLAHOMA )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

1. Before me, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, respectively, the above-named officers of the Conference Board of Trustees to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he and she executed the same as his and her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

**Exhibit "F"**  
**CEMETERY AND COLUMBARIUM TRANSFER AGREEMENT**

**I. Agreement**

This Agreement is made on \_\_\_\_\_, 20\_\_ between the Oklahoma Annual Conference of the United Methodist Church ("Conference") located at 1501 N.W 24<sup>th</sup> Street, Oklahoma City, OK 73106, and \_\_\_\_\_ ("Independent Church"), a recently created independent church at a site formerly affiliated with Conference, located at \_\_\_\_\_.

**II. Transfer of Cemetery**

In consideration for entering into this Agreement and for other good and valuable consideration, Independent Church agrees to receive ownership of the cemetery, columbarium, or mausoleum affiliated with Independent Church ("Cemetery"), which has previously been affiliated with Conference. Conference agrees to deed land containing the Cemetery to Independent Church.

**III. Obligations of Independent Church**

Independent Church agrees, upon transfer, to adopt all maintenance, repair, upkeep, and legal obligations previously possessed by the \_\_\_\_\_ United Methodist Church in connection with ownership of Cemetery. Independent Church will comply with all laws, regulations, ordinances, and other legal requirements regarding cemeteries, columbarium, mausoleums, and the disposition of human remains.

**IV. Disturbance of Remains**

If, for any reason, any burial plot must be exhumed, any columbarium's movement or maintenance requires the disturbance of posthumous remains, any mausoleum's movement or maintenance requires the disturbance of posthumous remains, or any posthumous remains contained in Cemetery are intentionally disturbed in any form, Independent Church must make the best good-faith efforts a reasonable person would expect in order to notify the next-of-kin of the remains at least 12 weeks before the disturbance occurs.

Independent Church also agrees to abide by all applicable laws and regulations in disturbing the remains and to abide by the best industry practices for any industry involved in the disturbance. Independent Church is to have a representative present to observe the disturbance and verify such best practices and that all applicable laws and regulations are, in fact, being followed.

**V. Visitation Rights**

The rights of any given individual, regardless of religious affiliation, metaphysical opinions, spirituality, or any lack thereof, to visit Cemetery will not change upon transfer of ownership of Cemetery. All persons will be allowed access to Cemetery for personal,

professional, or historical reasons. This applies both to individuals visiting remains and/or memorials currently in Cemetery and individuals visiting remains and/or memorials which will be placed in Cemetery in the future. There is no requirement that a visitor be related to any remains in Cemetery.

**VI. Right to be Buried Alongside One's Spouse**

If an individual was married to someone (their Spouse) at the time of the Spouse's death, and Spouse is buried in Cemetery, that individual has the right to be buried with or in a plot alongside their Spouse regardless of their denominational affiliation, religious affiliation, metaphysical opinions, or any other set of beliefs or lack thereof. This applies both to individuals with Spouses whose remains are currently located in Cemetery and individuals who will, in the future, have Spouses whose remains are located in Cemetery. The individual will have to pay any regular and customary fees for such interment.

**VII. Sale or Transfer of Cemetery by Independent Church**

If Independent Church, at any future time, decides to sell or transfer ownership of Cemetery to a third party, Independent Church will notify Conference or, if no longer in existence, its successor, in writing.

**VIII. Assignment**

This agreement and any rights or obligations pursuant thereto may not be assigned or transferred by Independent Church without the prior, express, and written consent of the Conference.

**IX. Modification of Agreement**

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement are binding only if put in writing and signed and dated by an authorized representative of each party.

**X. Governing Law**

This agreement is governed by, construed, and enforced in accordance with the laws of the State of Oklahoma.

**XI. Severability**

The invalidity of any portion of this agreement will not affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions remain in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



**Independent Church**

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Trustee Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Church Council Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

**Conference**  
Oklahoma Annual Conference of The United Methodist Church

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Conference Trustee Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Conference Trustee Secretary

## Process for Conversation on Church Viability

### Introduction

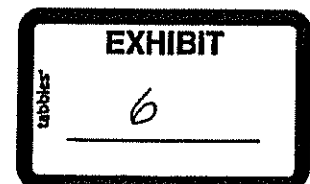
The Disaffiliation Agreement specifies that an assessment of local church potential under Paragraph 213 of the Discipline or a formal assessment initiated by the Annual Conference Legacy Team may need to be completed to assess whether the local church is a viable congregation. This assessment can be imposed by the District Superintendent who has jurisdiction over the local church. This assessment may also be considered when a church sends a written request of its desire to vote on the church disaffiliating from the United Methodist Church. This document outlines the process developed by the Oklahoma Conference.

### Initiating the Process

As a church discerns whether the church will disaffiliate from The United Methodist Church, the District Superintendent also discerns whether or not an assessment should be done for the local church to determine its viability. If the local church later requests that a Church Conference be held to take a vote to disaffiliate, then the District Superintendent has 120 days in which to hold the Church Conference. The District Superintendent can determine that Conversations on Church Viability (CCV) be held in a timely manner. The District Superintendent contacts the Coordinator for CCVs to request someone to lead these conversations. The District Superintendent may ask at least one clergy and one lay person from the district to participate in this conversation(s.) The pastor of the church will identify and invite three to seven lay persons from the church to be a part of these conversations. If possible, a church member well acquainted with the finances of the local church should be a part of these conversations. The person could be the treasurer, financial secretary, or finance chairperson. The leader of the CCV will contact the pastor or one of the lay people from the church as well as the district representatives to schedule a time for the first conversation to occur.

### Information Needed

Statistics from the year end reports for the previous four years will be provided by the district office. The church will provide a budget for the church and the latest financial statement. The church and District Superintendent will provide contact information for the people participating in these conversations. A document, "Financial Health Questions" will be sent to the church to be filled out prior to the first conversation.



## **The Five Steps Process**

The Conversation on Church Viability has 5 steps centered around a Critical Conversation:

1. First, the current viability of the local church setting. It is preferred that this meeting be held at the church, although in some circumstances the meeting may be held elsewhere or online. The church participants and pastor are guided through the latest financial information as contained in the year end reports, financial statements, and Financial Health Questions. The district participants listen to the church participants and asking clarifying questions. It may be determined that additional information is needed. If so, the church will provide that information as soon as possible. The notes taken by the district participants are forwarded to the team leader.
2. Second, the CCV Leader and district participants discuss any concerns that are lifted about the viability of the local church. While the current financial health of the church is important, other factors for the future viability of the church must also be considered. These factors include how many total participants are in the church, what is the average age of the participants, are they reaching their community and mission field for Christ, and are they being good stewards of the resources they have. These concerns are summarized by the CCV Leader.
3. Third, the CCV Leader shares with the church participants the following items: a summary of what was heard at the first conversation; an analysis of the viability of the church; and the options and/or recommendation they are ready to share with the church. Church participants may ask clarifying questions.
4. Fourth, the church participants meet to discuss the options and/or recommendation presented by the CCV Leader. No decision regarding a church's options should be made until the CCV process is complete.
5. Fifth, the church council and/or congregation hears the recommendation of this group.

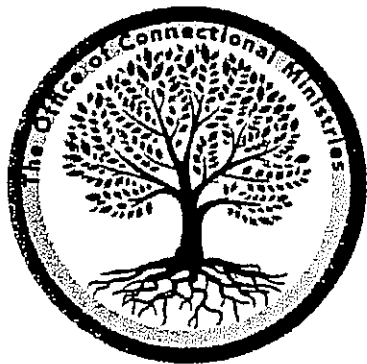
## **Conclusion**

If desired, the Team Leader and/or District Superintendent will meet with the church when the recommendation is being considered by the church.

If this process results in a determination that the local church is no longer a viable congregation, then the District Superintendent will advise the church, and a written report will be made for the Conference Journal of the Oklahoma Annual Conference. The local church can elect to:

1. Discontinue the disaffiliation process and continue in its covenant relationship with the United Methodist Church; or
2. Discontinue the disaffiliation process and proceed under the paragraph 249 to close the church; or
3. Continue with the disaffiliation process under Paragraph 2553 with the understanding that in seeking approval of the Oklahoma Annual Conference for the disaffiliation, the annual conference will have received the report of non-viability in the Preconference Journal.

Any dispute as to viability of the local church shall be resolved in the exclusive and final judgment of the Oklahoma Annual Conference when it considers and votes on the local church's disaffiliation request under Paragraph 2553.



**Oklahoma Conference**  
of The United Methodist Church

## Financial Questions

### A. General Fund

- A. Are the General Fund expenses greater than the offerings received for the General Fund?
- B. If so, how much was this amount, and how did the church make up the shortfall?
- C. Has the church had to make up any shortfall over the last 4 years?

### B. Staff Compensation

- A. Does the church anticipate that it can sustain the current compensation for the pastor and staff of the church?
- B. If not, how much does the compensation need to be adjusted?
- C. Has the church experienced reductions in staff or compensation over the last 4 years?

### C. Capital Expenses

- A. Has the church experienced any capital expenses over the last 4 years?
- B. If so, how has the church managed to pay for these capital expenses?
- C. Does the church have funds set aside for capital expenses?

### D. Apportionments

- A. Were the apportionments paid in full for the last 4 years?
- B. If the apportionments were not paid in full, at what percentage were they paid?
- C. Did the church have any special fundraisers to raise money for the apportionments?

### E. Reserves

- A. Has the church drawn from its reserves (savings) over the last 4 years?
- B. If so, how much was drawn from the reserves?
- C. Does the church have dedicated accounts for emergencies, and if so, how much are in these accounts?

### F. Income Beyond Offerings

- A. Does the church receive income from endowments, investments, oil and gas royalties, rental property, etc.?
- B. If so, is the income restricted or unrestricted; and how much does the church receive from these sources?
- C. Is the principle available for church use on endowments? Please submit on a separate page any information on these items.

### G. Debt

- A. Is the church in debt, and if so, how much is the debt?
- B. What is the payment schedule?
- C. How long until the debt is to be paid off?

### H. Payment for Disaffiliation

- A. How much is the amount needed for this church to disaffiliate?
- B. What plans does the church have to pay this cost?
- C. If you must borrow money, what plans do you have to do this?
- D. If you have a significant part of your church not continue to give after the vote to disaffiliate, how would your congregation sustain the operation of the church's ministry?

- E. After the vote to disaffiliate, what does the church intend to do with the building?  
For examples, does the church plan to sell the building and move to another facility? Would the congregation partner with, and share the space with another church or ministry?

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

CARROLLTON FIRST UNITED )  
METHODIST CHURCH, INC., et al., )

Plaintiffs, )

v. )

CIVIL ACTION NO. 23102495-65

THE TRUSTEES OF THE NORTH )  
GEORGIA CONFERENCE OF THE )  
UNITED METHODIST CHURCH, INC., )  
THE NORTH GEORGIA CONFERENCE )  
OF THE UNITED METHODIST CHURCH, )  
INC., SUE HAUPERT-JOHNSON and )  
ROBIN DEASE, individually and in their )  
capacity as Bishop of the United Methodist )  
Church and BETH SANDERS, DOUGLAS )  
GILREATH, SUSAN G. LANDRY, GREG )  
PORTERFIELD, MICHAEL MCQUEEN, )  
BYRON THOMAS, JESSICA TERRELL, )  
and RODRIGO CRUZ, individually and in )  
their capacity as District Superintendents of )  
the North Georgia Annual Conference of the )  
United Methodist Church, )

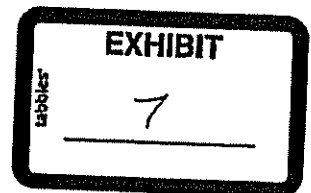
ORDER GRANTING PRELIMINARY  
INJUNCTION

Defendants. )

The Court acknowledges the United States Constitutional imperative of the separation of church and state as established under the First Amendment, its counterpart in the Georgia Constitution, and the body of law surrounding it whereby this Court is directed to apply neutral principles of law. The Court's ruling is therefore limited to the rights and obligations created by the General Conference of the United Methodist Church's adoption of ¶ 2553 and ¶ 248 in the Book of Discipline, and the subsequent pattern and practice of the Defendants in implementing the Book of Discipline as it concerns ¶ 2553 and ¶ 248.

THIS 5/19 20 23  
AT 2:31 P M

CONNIE TAYLOR  
SUPERIOR COURT CLERK  
COBB COUNTY, GEORGIA



This matter came before the Court on May 16, 2023, for a hearing on Plaintiffs' Motion for Emergency Hearing or in the Alternative Expedited Hearing for Restraining Order ("Motion"). Having considered Plaintiffs' Verified Complaint for Interlocutory and Permanent Injunctive Relief and Damages, their Motion and brief in support, Defendants' response to Plaintiffs' Motion, all attachments to those documents, the testimony of witnesses, and the arguments of counsel presented at the hearing, the Court finds and concludes as set forth below.

Plaintiffs are local churches currently affiliated with the United Methodist Church ("UMC") but who want the opportunity to disaffiliate. The UMC is governed by the Book of Discipline ("Discipline"), to which all persons and entities in the UMC agree to be bound, including all Plaintiffs and all Defendants. In 2019, ¶ 2553 was added to the "Discipline," which is a procedure by which local churches such as Plaintiffs may disaffiliate from the UMC. By its terms, ¶ 2553 expires on December 31, 2023.

The first step in the disaffiliation process under ¶ 2553 is to call and hold a church conference for each church considering disaffiliation. The conference must be conducted as prescribed by ¶ 248 of the "Discipline," which identifies two ways such a conference may be called: either at the district superintendent's discretion or upon request to the district superintendent by the local church. This request has been made by each Plaintiff Church in the case. At that conference, the church determines whether two-thirds of its membership seeks to disaffiliate. If so, then the next step under ¶ 2553 is for the UMC annual conference to sign a disaffiliation agreement with the local church. The requirements of the agreement are found in the Book of Discipline and the forms created by the North Georgia Conference. The agreement is then presented to the annual conference for approval or rejection.



Here, the only way for Plaintiff Churches to hold their prerequisite church conferences is for their respective district superintendents to call them, which in this case is either Defendant Sanders, Gilreath, Landry, Porterfield, McQueen, Thomas, Terrell, or Cruz (collectively "Defendant Superintendents"). At the church conference, the Plaintiff churches must obtain the necessary vote to disaffiliate. A disaffiliation agreement must then be executed by the Defendant Trustees of the North Georgia Conference of the United Methodist Church, Inc. ("Defendant Trustees"). The final step is to present the disaffiliation agreement to Defendant North Georgia Conference of the United Methodist Church, Inc. ("Defendant Conference") for a vote during a regular or specially called session.

Initially, this Court finds that it has subject matter jurisdiction over Plaintiffs' claims against Defendants and to rule on Plaintiffs' Motion. While the principle of separation of church and state embodied in the First Amendment to the United States Constitution and in the Georgia Constitution of 1983 (Art. I, Sec. I, Par. IV) prevents courts from deciding questions involving matters of church ecclesiology, discipline, or governance, it does not prevent courts from deciding civil disputes that do not require any intrusion or excessive entanglement into ecclesiastical matters. *Presbytery of Greater Atlanta, Inc. v. Timberridge Presbyterian Church, Inc.*, 290 Ga. 272 (2011); *Rector v. Bishop of the Episcopal Diocese of Georgia, Inc.*, 290 Ga. 95 (2011). See also *Waverly Hall Baptist Church, Inc. v. Branham*, 276 Ga. App. 818, 820 (2005); *Smith v. Mount Salem Missionary Baptist Church*, 289 Ga. App. 578, 579 (2008); *Srisovana v. Cambodian Buddhist Soc'y, Inc.*, 269 Ga. App. 600, 602 (2004). Here, it is undisputed that all persons and entities associated with the UMC are bound to act as dictated by the "Discipline." Plaintiffs' Motion argues that Defendants have failed to abide by the clear and express terms of the

"Discipline." Because their Motion presents a question of property rights and of contract interpretation and application, and ¶ 2553 and ¶ 248 of the Book of Discipline creates a property interest for the Plaintiffs, it can be decided based upon neutral legal principles without any impermissible entanglement in uniquely ecclesiastical affairs.

The Court finds the evidence supports the granting of a preliminary injunction. The four elements this Court must consider in determining whether to grant a preliminary injunction are set out in *State of Ga. v. Fed. Def. Program, Inc.*, 315 Ga. 319 (2022), as follows: (1) whether there is a substantial threat that the moving party will suffer irreparable injury if the injunction is denied; (2) whether the threatened injury to the moving party outweighs any threatened harm that an injunction may do to the nonmoving party; (3) whether there is a substantial likelihood that the moving party will prevail on the merits of its claims at trial; and (4) whether granting the injunction will disserve the public interest.

The first factor, irreparable injury, is the most important because the main purpose of a preliminary injunction is to temporarily preserve the status quo so as to keep the parties from injuring each other before the case can be tried. *Id.*, citing *Western Sky Financial, LLC v. State of Georgia*, 300 Ga. 340 (2016); *Bishop v. Patton*, 288 Ga. 600, 604 (2011). Restoring the status quo does not simply mean holding the parties to their current state of affairs, it can also mean restoring the status quo ante in order to "shut[] out defendants seeking shelter under a current 'status quo' precipitated by their wrongdoing." *No. Am. Soccer League, LLC v. United States Soccer Fed'n, Inc.*, 883 F.3d 32, 37 n. 5 (2d Cir. 2018). This Court may issue a mandatory injunction requiring some action by the non-movant if it is necessary to preserve the status quo ante. *See., e.g., Grossi Consulting, LLC v. Sterling Currency Grp, LLC*, 290 Ga. 386 (2012); *Byelock v. Michel Herbelin*

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*United States*, 275 Ga. 505 (2002); *Cobb Cty v. Mable Oak Dev., LLC*, 366 Ga. App. 561 (2023).

The Court finds that the status quo is that state of affairs dictated by ¶¶ 2553 and 248 of the “Discipline” and is clear on its face. Therefore, in order to restore the status quo, it is necessary for the parties to adhere to the unequivocal meaning of ¶ 2553 and ¶ 248. The relevant portion of ¶ 248 states that a church conference “may be called at the discretion of the district superintendent or following a written request to the district superintendent by . . . the church council.” This language is in the disjunctive such that the conference *may* be called by the district superintendent in his discretion, or *must* be called by the district superintendent when requested by the church. Any other construction would violate the established canons of construction by which Georgia courts construe contracts, including that a document must be construed to give effect, if possible, to all of its language. While the Court does not find there exists an absolute right to disaffiliate, ¶ 2553 and ¶ 248 are clear in its creation of a right for a congregation to vote. ¶ 2553 and ¶ 248, therefore, creates an interest in both contract and property rights for Plaintiff churches, and the Defendants have not shown any authority which allows the Defendants to abrogate those rights by “pausing” the operation of disaffiliation under ¶ 2553 and ¶ 248 of the Book of Discipline.

As to the first factor of the preliminary injunction test, irreparable injury to the movant, this Court finds that there is a substantial likelihood that Plaintiffs will suffer irreparable injury if the requested injunction is not granted. The only annual conference that Defendant Conference has scheduled for 2023 is set to begin on June 1, 2023. If Plaintiffs are prevented from having their church conference votes in time for a vote at the 2023 conference, the sun will set on ¶ 2553 at the end of 2023 and they will forever and irreparably lose their opportunity to disaffiliate pursuant to that Paragraph.

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As to the second factor, weighing Plaintiffs' possible injury from no injunction with Defendants' possible injury from an injunction, this Court finds that the potential injury to Plaintiffs far outweighs any possible injury to Defendants. In fact, Defendants will suffer no injury at all from being required to comply with the terms of the "Discipline" to which they have already agreed to be bound. The "pause," though requiring the Defendant to work on a compressed timeline to comply with this order, is found to be the instigating factor for any injury to the Defendant as a result of this order.

As to the third factor, the Court finds that Plaintiffs have shown a substantial likelihood of success on the merits. Without the need to consider the likelihood of success on each individual claim, this Court finds that Plaintiffs have set forth sufficient and credible allegations and argument in support of their claims. Furthermore, the issue before this Court on an emergency basis is not the ultimate result of the disaffiliation process, but whether under ¶ 2553 and ¶ 248 the Plaintiffs are entitled to a church conference vote on disaffiliation. The Court finds that the Plaintiffs are substantially likely to succeed in that respect.

As to the fourth factor, whether granting the injunction disserves the public interest, this Court has not been pointed to, and cannot conceive of, any way in which the public interest would be disserved by giving Plaintiffs the opportunity to express their wishes as to disaffiliation from the UMC. Furthermore, this Court finds that Defendants have a duty under ¶ 2553 to assist Plaintiff Churches in their pursuit of the disaffiliation process.

Accordingly, this Court hereby enjoins and requires Defendants as follows:

1. Defendant District Superintendents, and all persons acting in concert with them, must immediately call a church conference for each of the Plaintiff Churches and preside

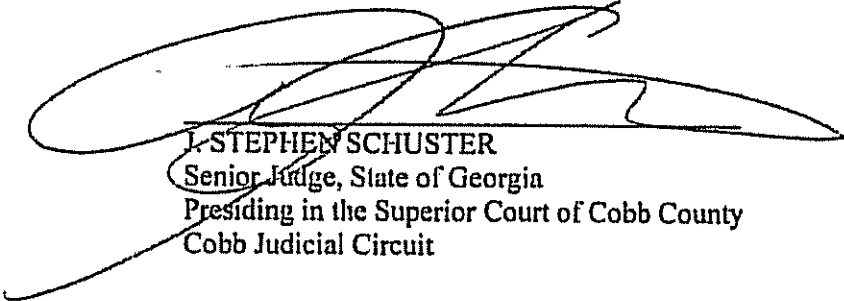
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therein or appoint an elder for that purpose;

2. Defendant District Superintendents must call and conduct these conferences in sufficient time for Defendant Trustees and Plaintiffs to execute the requisite disaffiliation agreement and Defendant Conference to conduct the requisite vote on the Plaintiff Churches' application. The Defendant's pause has caused this time crisis and they must remedy it.

Finally, the Court reiterates its position that it cannot determine the results of a vote at any level in the disaffiliation process prescribed by the Book of Discipline. The Court does however find that the Plaintiffs seeking to disaffiliate under ¶ 2553 and ¶ 248 of the Book of Discipline are entitled to a church-level vote, to receive a valuation, and to bring the matter before the Annual Conference. The parties must respect the right to a "gracious exit."

So ordered this 19 day of May 2023, nunc pro tunc May 17, 2023.



I. STEPHEN SCHUSTER  
Senior Judge, State of Georgia  
Presiding in the Superior Court of Cobb County  
Cobb Judicial Circuit

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served the *foregoing order* in Civil Action Number 23102495 upon the parties in this matter by sending a true and correct copy by mail or by electronic means to the following:

Dan Parr [Dan@weaverlawfirmga.com](mailto:Dan@weaverlawfirmga.com)

David Gibbs III [dgibbs@gibbsfirm.com](mailto:dgibbs@gibbsfirm.com)

Tom Cauthorn [tec@cauthornohr.com](mailto:tec@cauthornohr.com)

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Wick Cauthorn [wick@thecauthornfirm.com](mailto:wick@thecauthornfirm.com)

Edward Tarver [etarver@enochtarver.com](mailto:etarver@enochtarver.com)

This 19<sup>th</sup> day of May, 2023.



Brett E. Conway  
Staff Attorney  
Senior Judges  
Superior Court of Cobb County

MAY 03, 2023 04:09 PM

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. )

CIVIL ACTION NO.: 2023ECV0140

  
Cindy Mason, Clerk  
Columbia County, Georgia

**ORDER GRANTING PRELIMINARY  
INJUNCTION**

This matter came on for hearing on April 21, 2023 on Plaintiffs' motion for a preliminary or interlocutory injunction. This Court held hearing on April 21, April 24, April 28 and April 29, 2023, at which extensive evidence was admitted. The parties have also filed briefs. Upon consideration of all the evidence admitted and of the parties' arguments as expressed in briefs and orally, I find and conclude as follows:

The Verified Complaint herein prays for a preliminary or interlocutory injunction as follows:

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.

Plaintiffs' have withdrawn, for the time being, that part of their request for an interlocutory injunction which is expressed in subparagraph (2) of paragraph 1 of their prayer for relief as stated above. This Court therefore considers only whether Plaintiffs should be granted an injunction requiring Defendant Porterfield to call and hold a church conference as requested.

The four elements that this Court should consider in determining whether to grant a motion for interlocutory injunction are set out in *State of Ga. v. Fed. Def. Program, Inc.*, 315 Ga. 319 (2022), where they are stated to be "there is a substantial threat that the moving party will suffer irreparable injury if the injunction is not granted; (2) the threatened injury to the moving party outweighs the threatened harm that the injunction may do to the party being enjoined; (3) there is a substantial likelihood that the moving party will prevail on the merits of [its] claims at trial; and (4) granting the interlocutory injunction will not disserve the public interest." The first factor, irreparable injury, "is the most important one, given that the main purpose of an interlocutory injunction is to preserve the status quo temporarily to allow the parties time to try the case in an orderly manner." *Id.*, citing *Western Sky Financial, LLC v. State of Georgia*, 300 Ga. 340 (2016).

In considering these factors, this Court also notes that an interlocutory injunction is temporary and "designed to *preserve or restore* the status quo and keep the parties from injuring one another until the court has a chance to try the case." *Bishop v. Patton*, 288 Ga 600, 604 (2011).



(emphasis in original). This makes it clear that an interlocutory injunction can be mandatory in character and can be used to restore the status quo ante, that is to “shut[] out defendants seeking shelter under a current “status quo” precipitated by their wrongdoing.” *No. Am. Soccer League, LLC v. United States Soccer Fed’n, Inc.*, 883 F.3d 32, 37 n. 5 (2d Cir. 2018). It is also clear that the trial court can issue a mandatory injunction requiring some action of the non-movant if it is necessary to preserve the status quo ante. *See., e.g., Grossi Consulting, LLC v. Sterling Currency Grp, LLC*, 290 Ga. 386 (2012). *Byelock v. Michel Herbelin United States*, 275 Ga. 505 (2002). *Cobb Cty v. Mable Oak Dev., LLC*, 366 Ga. App. 561 (2023).

As to factor (1), this Court finds that there is a substantial threat that Plaintiffs will suffer irreparable injury if their requested injunction is not granted. Under Paragraph 2553 of the United Methodist Church Book of Discipline, Plaintiffs must have a vote of a church conference in order to apply for disaffiliation from the United Methodist Church (the “UMC”) at the upcoming annual conference of Defendant North Georgia Conference of the UMC, which will begin at the end of May or the first of June, which is the only annual conference scheduled in 2023, and Paragraph 2553 of the Discipline, under which Plaintiffs are seeking disaffiliation, provides that the disaffiliation process, which includes action by the annual conference, must be completed before December 31, 2023. <sup>1</sup>

As to factor (2), this Court finds that this threatened injury Plaintiffs clearly outweighs any injury to Defendant Porterfield, who will suffer no injury at all from being required to call and

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<sup>1</sup> Furthermore, I note particularly that the Georgia RICO Act, which is the basis for Count V of the Verified Complaint, is particularly receptive to an interlocutory injunction. The Georgia RICO Act is to be “liberally construed to effectuate its remedial purposes.” O.C.G.A. Section 16-14-2(b). The Act further specifically provides that “any aggrieved person . . .” may obtain “a preliminary injunction . . . in any such action before a final determination on the merits” and “in accordance with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases, *provided that no showing of special or irreparable damage to the person shall have to be made.*” O.C.G.A. Section 16-14-6(b) (emphasis supplied). Thus, this factor, which is the most important one according to the Georgia Supreme Court, is dispensed with in proceedings under the Georgia RICO Act.

conduct a church conference, or to other Defendants for that matter, who likewise will suffer no injury from this.

As to factor (3), this Court finds that Plaintiffs have shown a substantial likelihood of success on the merits of their claims based upon promissory estoppel and upon the Georgia RICO Act, without needing to consider their likelihood of success on other claims. The first step in the process of disaffiliation provided by Paragraph 2553 of the Book of Discipline is the calling and holding of a church conference, which can only be done in this case by Defendant Porterfield. At this conference it will be ascertained whether two-thirds of the members of Trinity on the Hill UMC church ("Trinity") wish to seek disaffiliation from the UMC. This determination is a necessary precondition to the following steps of the disaffiliation process set out by Paragraph 2553. This Court finds that Plaintiffs have provided credible evidence that they were misled by Defendants' promises that they would be allowed to have such a conference in time for the result to be presented to the annual conference in June of 2023 and that Plaintiffs have provided credible evidence that they relied on these promises to their detriment. <sup>2</sup>

In making this determination as to factor (3), and indeed as to all four factors, this Court does so with the awareness that this Court has "broad discretion" in determining whether an interlocutory injunction is necessary, in that such a decision must often be made "under time constraints that do not allow for the careful deliberation that accompanies a full trial on the merits", and thus that a trial court "must make a judgment call regarding equities presented."

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<sup>2</sup> Furthermore, this Court finds that the same evidence and the verified allegations of the complaint indicate a substantial likelihood that Plaintiffs will succeed on the merits of their Georgia RICO Act claim. I note that the Georgia RICO Act does not require any connection organized crime. Indeed, it seems a particularly adapted to a situation such as is alleged herein, that of a conspiracy to deprive a person of a valuable property right through an interrelated pattern of criminal activity" (in the present case, wire fraud), "motivated by or the effect of which is pecuniary gain or economic . . . threat or injury. *See generally, State v. Shearson Lehman Bros.*, 188 Ga. App. 120 (1988). My finding and conclusion as to Plaintiffs' claim based on promissory estoppel, however, is independent of my finding and conclusion as to Plaintiffs' claim based on the Georgia RICO Act. This Court has found that there is a substantial threat of irreparable injury here in any case.

As to factor (4), that the grant of injunction “will not disserve the public interest”, This Court has been pointed to no way, and can conceive none, in which the public interest would be disserved by giving the congregation of Trinity the opportunity to express their wishes as to disaffiliation from the UMC.

Further, this Court finds that the Board of Trustees and the governing body of the church has a duty under Paragraph 2553, Section 4 to assist local churches in their pursuit of disaffiliation.


Finally, this Court concludes as a matter of law that Paragraph 2553 of the Book of Discipline, incorporating Paragraph 248 thereof, does not afford Defendant Porterfield the discretion not to call such a church conference when requested to do so by Trinity. The relevant portion of Paragraph 248 states that a church conference “may be called at the discretion of the district superintendent or following a written request to the district superintendent by . . .the church council” [which request was made in this case]. This Court concludes that this language is in the disjunctive, such that such a conference may be called by the district superintendent in his discretion, or must be called by the district superintendent when requested by the church council. Any other construction would violate the established canons of construction by which Georgia courts construe any contract, statute or other document, including that a document must be construed so as to give effect, if possible, to all of its language.

Accordingly, this Court hereby enjoins and requires Defendant Porterfield, and all persons acting in concert with him, immediately to call a church conference for Trinity and to preside therein, as required by Paragraph 2553 of the Book of Discipline, in such a manner as to allow those members present and voting to express their wishes as to disaffiliation, as expressly contemplated by Paragraph 2553 of the Book of Discipline.

Having considered the notice requirements for such a church conference, this Court orders that Defendant Porterfield shall call such a conference so as to allow ten (10) days notice to be given to the church congregation, including notice on two consecutive Sundays from the pulpit of Trinity, and to be held no later than Tuesday, May 16, 2023.

The Court also states that the issues in this case are not related to any opinion regarding homosexuality, LGBTQ+ rights, or church doctrine regarding the same.

So ordered, this 3rd day of May, 2023.

  
Judge, Superior Court of Columbia County