

1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY

2 STATE OF OKLAHOMA

3 UNITED METHODIST CHURCH OF THE )  
4 SERVANT, an incorporated )  
5 religious association acting by )  
6 and through its Board of )  
7 Trustees, )

8 Plaintiff, )

9 vs. )

CASE NO. CJ-2023-3704

10 THE OKLAHOMA ANNUAL CONFERENCE )  
11 OF THE UNITED METHODIST CHURCH, )  
12 INC., a domestic not for profit )  
13 corporation; THE BOARD OF )  
14 TRUSTEES OF THE OKLAHOMA ANNUAL )  
15 CONFERENCE OF THE UNITED )  
16 METHODIST, INC., a domestic not )  
17 for profit corporation, et al., )

18 Defendants. )

\* \* \* \* \*

19 TRANSCRIPT OF RULING OF THE COURT ON PLAINTIFF'S MOTION  
20 FOR TEMPORARY AND/OR PERMANENT INJUNCTION ALONG WITH  
21 REQUEST FOR EMERGENCY SETTINGS AND BRIEF IN SUPPORT

22 PRONOUNCED ON THE 21ST DAY

23 OF AUGUST, 2023, BY

24 THE HONORABLE ALETIA HAYNES TIMMONS

\* \* \* \* \*

25 **ATTORNEY'S COPY**

Reported by:

26 Tara Nixon, RPR, CRR, CRC  
27 321 Park Avenue  
28 Oklahoma County Courthouse  
29 Oklahoma City, Oklahoma 73102

1 A P P E A R A N C E S

2  
3 **ON BEHALF OF THE PLAINTIFF:**

4 **MS. CHERYL PLAXICO**

5 Attorney at Law

6 **PLAXICO LAW FIRM PLLC**

7 923 N. Robinson Avenue

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9 Oklahoma City, Oklahoma 73102

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17 **ON BEHALF OF THE DEFENDANTS:**

18 **MR. ROSS FLOURDE**

19 Attorney at Law

20 **MCAFFEE & TAFT, PC**

21 10th Floor, Two Leadership Square

22 211 North Robinson

23 Oklahoma City, Oklahoma 73102

24 **ALSO PRESENT:**

25 **Ms. Monica Wittrock**

Representative for Plaintiff

**Mr. Kenton Fulton, Esq.**

Chancellor for Conference

1 (Begin Excerpt)

2 **THE COURT:** Well, I've heard testimony and the  
3 evidence with regard to the second matter; went back  
4 and reviewed the Book of Discipline, Section 248,  
5 also the disaffiliation process under 2553, and then  
6 the Disaffiliation Agreement, and there are a number  
7 of things that struck this Court's attention.

8 When I looked at the decisions that were  
9 entered, 1424 and, I can't remember the number of  
10 the other one, Decision No. 1425, I didn't find them  
11 to be helpful in the analysis in this case with  
12 regard to the particular disaffiliation agreement of  
13 the Oklahoma Annual Conference.

14 The Oklahoma Annual Conference had the right,  
15 under both those cases, to set forth the agreement  
16 that the local church who had voted and had  
17 disaffiliation vote that supported disaffiliation,  
18 had to sign those agreements in order to complete  
19 the process of disaffiliation, those agreements were  
20 drafted by church, the National Church and their  
21 boards and councils, and they, under 2553, are not  
22 contemplated until such time as there's been a vote  
23 and a two-thirds majority of the local churches  
24 reach that disaffiliation threshold.

25 And I... under just neutral contract principles,

1 I don't -- it makes no legal sense to argue that  
2 that disaffiliation agreement that is unsigned by  
3 either of the parties governs 2553 at this juncture.  
4 No one signed it, and it may be that they're  
5 required to sign it at some point, but we don't have  
6 any consent, we don't have a meeting of the minds in  
7 regular contractual terms with regard to the  
8 disaffiliation agreement, and that analysis doesn't  
9 even come into play until after subparagraph (4) (A)  
10 has been met.

11 So to argue that it controls in these  
12 circumstances with regard to waiting a year, makes  
13 no legal sense and flies in the face of just basic  
14 contract law, but in addition to that, there is  
15 testimony that no one else has been subject to a  
16 one-year waiting period.

17 And the Court has been particularly disturbed in  
18 both of these cases with unprecedented action on  
19 behalf of the National Church in what appears to be  
20 direct contravention of the processes afforded to  
21 everyone else who wanted to disaffiliate, and it  
22 seems to have been enacted, and I believe that the  
23 proof in this case substantiates the burden that the  
24 measures taken with regard to The Church of Servant  
25 was arbitrary, arbitrary and was not required of



1 anyone else. And, in fact, a church was allowed to  
2 vote again within a year, the Gould Church, I  
3 believe, was allowed to vote in a year on  
4 disaffiliation and was allowed to disaffiliate.

5 We also have a process that, to me, is tainted  
6 by the stated bias of the district superintendent.  
7 He demonstrated an acrimony and a behavioral  
8 antipathy to the disaffiliation process. There was  
9 some testimony, and I don't ever remember it getting  
10 run to ground, about him denying the vote of  
11 disaffiliation to an Edmond church. Now, there was  
12 also some testimony that it was his understanding  
13 they didn't really want to vote for it or not, but  
14 he testified he doesn't like the disaffiliation  
15 agreement, he doesn't like the process. And that  
16 for him to be in a position over a church who wants  
17 to try to disaffiliate, and to use that animus in a  
18 way that, to me, is not in keeping with Section 2553  
19 on its face, to reach to an agreement that no one  
20 signed at this point, that hasn't even become part  
21 of the equation, because he won't allow the vote,  
22 gives him the right of choking off the rights of the  
23 churches underneath him when it comes to  
24 disaffiliation.

25 And my tone and tenor this entire time has been,

1 if you're going to put a process in place, you've  
2 got to follow it. You don't have the ability to  
3 follow some and not others and then reach for other  
4 conditions that are not required and have not been  
5 required of anyone else, except for Church of the  
6 Servant in this case. That, to me, is troublesome  
7 with regard to my analysis of whether under neutral  
8 contract provisions and policies, and law, the  
9 Church has followed its own dictates.

10 You know, a lot of times when you do contracts  
11 sometimes you look at it later on and you don't like  
12 the result of it, but contract law is you're stuck  
13 with that, whether you like it or not. I looked at  
14 2553, in there does not appear to be any limit on  
15 the number of times a party or a church can ask to  
16 be disaffiliated. It's not in there. And, in fact,  
17 if you want to talk about the disaffiliation  
18 agreement, it, in particular, lends itself to the  
19 interpretation that in its very terms there is  
20 contemplated more than one disaffiliation vote, and  
21 that's found on Page 5, last paragraph of the  
22 August 2022 version, and also on Page 6, beginning  
23 at the last paragraph on that page, going over into  
24 the next page of the June 2023 version that has the  
25 one year in it, but even that says that a church can

1 request another conference and vote but they have to  
2 have the approval of and consultation with the  
3 district superintendent or until the passage of 12  
4 months. So even that, even though that didn't  
5 happen in this case, even that contemplates that  
6 there can be more than one disaffiliation vote, and  
7 it does not, in that paragraph, say you have to wait  
8 a year. It's in the disjunctive. It says "or".

9 Looking at 248, which is the provision that  
10 talks about when church conferences can be held, I  
11 read it to see if whether or not there was anything  
12 in it that said that the church council could not  
13 call for a vote. And when I looked at 248 it  
14 appears that the district superintendent can call  
15 for a vote, and also the church council. It is also  
16 in the disjunctive, and that makes sense, because if  
17 you had a district superintendent who had an animus  
18 toward disaffiliation, they could use their position  
19 as a chokehold and that any churches underneath them  
20 will not be able to disaffiliate, and that's not the  
21 tenor and the tone of Section 2553. That so in  
22 order to read 248 and 2553 in conjunction with each  
23 other and to give full force and effect to both,  
24 2553 would have no ability to be applicable if you  
25 had a district superintendent who just said, I'm



1 never going to call for a vote. I'm not going to  
2 allow you to do it, they could choke out  
3 disaffiliation for the entire district by doing  
4 that. I don't believe that's what's contemplated  
5 under 2553 and reading them both together.

6 There's also some evidence that the date for the  
7 deadline of the submission of documents and the  
8 paperwork necessary for the disaffiliation to be  
9 presented at the annual conference was moved up  
10 earlier than the previous years. And I heard that  
11 there were reasons for that, but, to me, if those  
12 reasons are adequate, and the Church has the right  
13 to do that, the timeline is suspect, because it  
14 conveniently is set at a time that if you put the  
15 year timeline in place means that this church will  
16 forever be unable to vote on disaffiliation and go  
17 through the process. It completely cuts them out of  
18 their ability to disaffiliate, by setting the date  
19 on that date.

20 You know, I don't know if that's what the Church  
21 did, but that's the effect of what they did. And  
22 the vote to disaffiliate is the chokepoint, it's a  
23 chokepoint in these cases, in both of these cases,  
24 for either the church's right to vote on  
25 disaffiliation, or not. That is significant to me.



1 And when they set the date with this disaffiliation  
2 prior history it was significant that no one talked  
3 to the church council about it, the people who were  
4 the ones who called for it to start out with, about  
5 setting a date that significantly and unalterably  
6 kept them from voting on whether they wanted to  
7 leave or stay.

8 When I talked -- when I asked, I asked a couple  
9 of questions and listened for the answers, and then  
10 listened to the testimony. The only two cases where  
11 the superintendents failed or delayed the vote on  
12 disaffiliation has been Church of the Servant and  
13 First Church. The only two. I don't believe that's  
14 a coincidence, and I believe that the disaffiliation  
15 under 2553 has been frustrated by the actions of the  
16 National Church and the Oklahoma Annual Conference.  
17 They're the parties that drafted the Disaffiliation  
18 Agreement. The National Church was involved in the  
19 Section 2553, Disaffiliation, and by its very terms  
20 seeks to allow people to leave without the things  
21 that I've seen go on in these court proceedings. It  
22 was specifically drafted to allow churches to leave  
23 if they so chose; that purpose has been frustrated.

24 Court finds that irreparable harm will be the  
25 result if a temporary restraining injunction is not

1 enforced or is not granted, because Church of the  
2 Servant will never be allowed to vote on  
3 disaffiliation if the Respondents' actions are not  
4 enjoined.

5 I also, based upon the law and the facts in this  
6 case, believe, and think, that there is a likelihood  
7 that the Petitioner on the temporary restraining  
8 order will have success on the merits.

9 So this Court's ruling with regard to the  
10 injunction is that Church of the Servant be allowed  
11 to vote on disaffiliation as contemplated under  
12 Section 2553 and as a result of the request of the  
13 church council that has not been acted on in a  
14 manner that would allow them to vote prior to  
15 September the 6<sup>th</sup>, 2023, so that they may be ready  
16 and able to participate in the disaffiliation  
17 process on or before that date.

18 And will find that the church council also has  
19 the right under 248 to call a vote on disaffiliation  
20 because 248, in conjunction with 2553, lend credence  
21 to the fact that the church council can call the  
22 vote for disaffiliation, along with the district  
23 superintendent, especially in this case, where I  
24 find that the disaffiliation process was tainted by  
25 the animus of Rev. Powers or Dr. Powers, who has a

1 demonstrated history and who testified that he is  
2 not in favor of disaffiliation and does not believe  
3 that the agreement or the process is something that  
4 he thinks, I'm saying loosely, should not happen and  
5 shouldn't be done.

6 He testified, in essence, to that on the witness  
7 stand. So his being a district superintendent over  
8 Church of the Servant at this particular time has  
9 tainted the process in a way that has made his  
10 denial of their request for a church conference to  
11 vote on disaffiliation arbitrary and not in keeping  
12 with both 248 and 2553, the Book of Discipline.

13 And I also specifically find that the  
14 disaffiliation agreement, in terms of its tenants  
15 regarding the process, does not come into play until  
16 and after a vote has been done and disaffiliation  
17 has been approved by two-thirds of the church, the  
18 local church. And so, while it may be instructional  
19 after disaffiliation has been voted on and  
20 two-thirds have voted to disaffiliate, it does not  
21 govern under 248 and 2553, the process prior to that  
22 time, and that's contemplated in Section 2553 of the  
23 Book of Discipline, at subparagraph 4.

24 And notwithstanding the two opinions, I'm still,  
25 I still don't know whether subject to final editing

1 with regard to both of those means that they're  
2 final in such a way that they inform my actions in  
3 this case, but even if they are final, I do not find  
4 them to be helpful or instructive with regard to  
5 2553 in this particular case and particular issues  
6 that have been found to have occurred in this  
7 matter. And that's my ruling.

8 Now I am required to set a bond in this case, so  
9 I'm going to set a date for a bond hearing.  
10 Charles, do you have my docket on the computer  
11 there?

12 **THE CLERK:** How far out?

13 **THE COURT:** Huh?

14 **THE CLERK:** How far out do you want to set a  
15 date?

16 **THE COURT:** Do you all have any idea about how  
17 far out you want to set the bond hearing?

18 **MR. PLOURDE:** I mean, I think the statute  
19 provides that the injunction isn't operative until a  
20 bond has been posted, so it's really the --

21 **MS. PLAXICO:** I don't think -- Sorry. I didn't  
22 mean to interrupt.

23 **MR. PLOURDE:** Go ahead.

24 **MS. PLAXICO:** The realities, Your Honor, are we  
25 have a very short period of time.



1           **THE COURT:** Okay.

2           **MS. PLAXICO:** We need to notice the congregation  
3 and have the vote, and it seems to me, in all due  
4 respect, that it makes more sense to have a vote,  
5 because we don't know how the vote is going to come  
6 out. So there's no harm, I don't think there's any  
7 harm anyway, but even argument of harm, depending on  
8 the vote. So we give 10 days notice.

9           **THE COURT:** I'm talking about a bond hearing.

10          **MS. PLAXICO:** Maybe bond hearing early  
11 September. I'm just saying, I'm not sure that it's  
12 relevant as to even argue any type of damages --

13          **MR. PLOURDE:** Judge --

14          **MS. PLAXICO:** Either way.

15          **MR. PLOURDE:** -- I think the statute makes it  
16 relevant.

17          **THE COURT:** I'm looking at the Temporary  
18 Injunction. I'm looking at 12 O.S. 1381, and 1388  
19 says, "An injunction binds the party from the time  
20 he has notice thereof, and the undertaking required  
21 by the applicant therefor is executed."

22                 So you've got to do them both. So it binds from  
23 the time you have notice, and the undertaking  
24 required by the applicant thereunder is executed.

25          **MR. PLOURDE:** I think it's 1392 that has the

1 language that indicates that there's not --

2 **THE COURT:** Yeah. 1388 says the same thing,  
3 too, though. It says "and the undertaking required  
4 by the applicant therefor is executed."

5 So all right. I'm going to set a bond, a surety  
6 bond of \$200,000 for the property, and then another  
7 \$100,000 for attorney fees, so a \$300,000 bond. It  
8 can be by surety or cash. And the injunction will  
9 be in effect pursuant to statute, and that's 13,  
10 Section 1388 and Section 1392.

11 Any further questions? And I believe that's the  
12 amount that the Respondent requested in the other  
13 case.

14 **MR. PLOURDE:** I'm sorry. I don't recall what  
15 was requested in the other case, Judge, but --

16 **THE COURT:** I think that was in your Motion to  
17 Set Bond. You said 200,000 would be appropriate,  
18 maybe.

19 **MR. PLOURDE:** That's correct.

20 **MS. PLAXICO:** In First Church that's what they  
21 argued, which was a, you know, again, a different  
22 remedy. But we're happy to argue to the Court, but  
23 it sounds like you've made a decision though, right?

24 **THE COURT:** Yeah. "The Conference submits an  
25 appropriate bond in that chase is \$200,000, in their

1 motion to require bond, that was filed July 27<sup>th</sup>,  
2 so that's where I got the number from. All right?

3 Anything further?

4 **MR. PLOURDE:** Your Honor, I prepared orders  
5 regarding the denial of the Motion to Dismiss and  
6 the denial of the Oral Motion to Stay, and sent them  
7 to --

8 **THE COURT:** Has the other side seen it? And let  
9 me say this, the last time you prepared ruling on my  
10 Motion to Dismiss, all you said was the Court denied  
11 the Motion to Dismiss. And I didn't sign it, and  
12 gave it back, and then ordered a more, I thought,  
13 complete recitation of my ruling be done, and I  
14 think that was done. So if it's one of those ones  
15 that just says, you know -- because I don't just do  
16 motions to dismiss and don't have a substantive  
17 reason for it.

18 So that's why I wouldn't sign your preferred  
19 Motion to Dismiss, because it just said it was  
20 denied, and it didn't set the reasons I had actually  
21 denied it based on the law, and that's why it wasn't  
22 signed. So if this is one of those --

23 **MR. PLOURDE:** It is, Judge.

24 **THE COURT:** All right. So, and I said, when I  
25 ruled on the Motion to Dismiss, it was based on the

1 same authorities that I had ruled on prior. So I  
2 expect the Motion to Dismiss ruling to look like  
3 that.

4 **MR. PLOURDE:** Okay.

5 **THE COURT:** Based on the same grounds that I  
6 gave in the First Church.

7 **MR. PLOURDE:** And on our Oral Motion to Stay it  
8 says that our Oral Motion to Stay is denied. Is  
9 that going to be satisfactory, Judge?

10 **THE COURT:** That is.

11 **MR. PLOURDE:** And I'll go back and prepare an  
12 Order on the Motion to Dismiss that is identical as  
13 I can make it to the First Church case.

14 **THE COURT:** All right. Bearing in mind that the  
15 facts in there may not be exactly the same. All  
16 right? So conform it based on the law and then my  
17 legal analysis of the Motion to dismiss. All right.

18 (An off-the-record discussion was here had.)

19 **THE COURT:** And then last, but not least, I know  
20 that there are going to be requests for the court  
21 reporter to transcribe these, and I just want to say  
22 this on the record. I have one of the hardest  
23 working court reporters in this whole building.  
24 She's nationally certified. And what happens in  
25 this courtroom, if she's in here all day long, then



1           what that means is, it's going to take her probably  
2           two to three days to transcribe what happens in the  
3           courtroom. This is not the only thing we've got  
4           going on. All right?

5           So when you ask for a transcription, and I want  
6           you to ask for it on the record, so we can all be  
7           clear. Because when Ms. Plaxico asked for the  
8           transcription on the record, she asked for the  
9           ruling only. And, Mr. Plourde, I don't know whether  
10          you asked for the same thing or you asked for the  
11          three days of hearings that we had, but that's not  
12          going to take two or three days. All right? Seven  
13          to 14 days is expedited. All right? And so, when  
14          she leaves this courtroom and goes back to the back,  
15          after she's been out here all day transcribing, it's  
16          going to take two or three days per day of hearings  
17          for her to get that transcribed, in addition to the  
18          fact that you're not the only case we have. We had  
19          other cases that were also emergent where she had  
20          transcripts.

21          So I'll take a lot of heat up here, and I'm  
22          better at shucking it off. But when you accuse my  
23          court reporter of not doing the best job she can  
24          possibly do, I have seen her work until she almost  
25          was stupefied trying to get transcripts out. No

1 sleep; working all weekends. Then I don't  
2 appreciate that, especially if you don't know what  
3 it takes to do what she does, and I do. I see her  
4 do it, day in and day out.

5 So if you've got a question about why stuff is  
6 done the way it is and what she's doing, first of  
7 all, you be clear on what you want, first of all.  
8 You didn't ask for three days of transcript. You  
9 said you wanted what Plaxico wanted, that's my  
10 understanding, and all she wanted was the ruling.  
11 All right? This is a emergency matter.

12 We have another emergency matter where  
13 transcripts are being required. So if we're going  
14 to do justice, you've got to get in line like  
15 everybody else. Okay? We'll do the -- she's doing  
16 the best she can to get them out as fast as she  
17 possibly can, and she's one of the fastest reporters  
18 I've ever seen. I've litigated cases. I know how  
19 long it will take people to get stuff done. So she  
20 will get them done as fast as she can, as fast as  
21 humanly possible.

22 Do we understand what I'm saying?

23 **MS. PLAXICO:** Absolutely, Your Honor. Thank  
24 you.

25 **MR. PLOURDE:** Yes, Your Honor. And --

1           **THE COURT:** Go ahead.

2           **MR. PLOURDE:** -- just -- First of all, we do  
3 request an expedited transcript. And please give us  
4 the deposit required and we'll pay that.

5           Secondly, there was some confusion --

6           **THE COURT:** What are you considering expedited  
7 transcript? What are your expectations of what that  
8 is?

9           **MR. PLOURDE:** I don't have expectations --

10          **THE COURT:** Apparently, you do.

11          **MR. PLOURDE:** It's the Supreme Court that has  
12 expectations.

13          **THE COURT:** The Supreme Court has not told you  
14 that you need an expedited transcript. They  
15 wouldn't do that. They haven't told you that.  
16 Okay? And somebody up there, and if they don't  
17 know, I'm telling them on this transcript today,  
18 that when you have a three- or four-day hearing,  
19 with dockets in between, where she's in the  
20 courtroom transcribing -- we had 55 cases on our  
21 docket the week before that needed transcriptions.  
22 Then the week, last week we had another 40 something  
23 cases, and she had four transcriptions to do from  
24 there. So she works harder than I do.

25          **MR. PLOURDE:** I appreciate that, Judge, and, you

1 know, I don't want to judge how hard you work and I  
2 know --

3 **THE COURT:** No, I mean, I'm telling you. You  
4 can take that to the bank. I'm telling you that.  
5 I'm telling you that.

6 **MR. PLOURDE:** All we did -- all I did was advise  
7 the Supreme Court, here is the status of the  
8 transcript.

9 **THE COURT:** And you wanted an expedited  
10 transcript of three days, three days worth of  
11 testimony, in how long? And then I think she got  
12 them in 14 days, or less, and was criticized for  
13 that.

14 **MR. PLOURDE:** I haven't criticized her --

15 **THE COURT:** I don't take kindly to that at all.

16 **MR. PLOURDE:** I have not criticized her for  
17 anything, Judge, and the record speaks for itself.

18 **THE COURT:** It does speak for itself.

19 **MR. PLOURDE:** Everything I have said is on file  
20 with the Supreme Court so, and I'll stand by that.  
21 I'm not accusing her of anything. She got it turned  
22 around --

23 **THE COURT:** Well, it read like it to me, and I  
24 read it --

25 **MR. PLOURDE:** She got it turned around very



1 quickly and I appreciate that.

2 **THE COURT:** Well, that's not what you told them.

3 **MR. PLOURDE:** All I can do is advise the --

4 **THE COURT:** That's not what you told them.

5 **MR. PLOURDE:** -- court, you know, what I was  
6 being told as far as when it was going to be  
7 prepared --

8 **THE COURT:** And then, let me say this. Court  
9 reporters are not quite State employees and not  
10 quite County employees, so the equipment they have,  
11 that she used for a long time was her own e-mail  
12 address because the one at the State level didn't  
13 work the way it should have, so she had to get her  
14 own. All right? And so you're e-mailing an address  
15 that sometimes works for her, sometimes it doesn't.  
16 So I understand where the confusion was about  
17 whether or not she was getting messages on OSCN.  
18 All right? I understand that.

19 But a discussion and a phone call will help to  
20 take care or dispel confusion. She's not going to  
21 get a phonecall when she's in here day after day  
22 transcribing.

23 **MR. PLOURDE:** I appreciate that.

24 **THE COURT:** All right? She's not.

25 **MR. PLOURDE:** I understand.

1           **THE COURT:** And it's going to be after hours  
2 before she gets it.

3           **MR. PLOURDE:** I understand.

4           **THE COURT:** So I wanted that to be on the  
5 record. Ms. Plaxico, do you have anything to say?

6           **MS. PLAXICO:** Yes, Your Honor. If appropriate,  
7 we would appreciate just a transcript of the ruling.

8           **THE COURT:** Which is what you asked for the last  
9 time, wasn't it?

10          **MS. PLAXICO:** Exactly.

11          **THE COURT:** Okay.

12          **MS. PLAXICO:** Same story. Second verse.

13          **THE COURT:** All right. And then you --

14          **MR. PLOURDE:** Just to be clear, we're asking for  
15 an expedited transcript of the entire transcript.

16          **THE COURT:** Right.

17          **MR. PLOURDE:** And if that ruling is prepared in  
18 advance of the expedited transcript, then we'd like  
19 a copy of that as well.

20          **THE COURT:** All right. Because I think there  
21 was some mis-confusion about asking for a copy of  
22 the ruling.

23          **MR. PLOURDE:** I thought we cleared it up the day  
24 after.

25          **THE COURT:** Okay. Well, that's not the

1 impression I got from the filing to the Supreme  
2 Court that I saw this morning. That's not my  
3 impression.

4 So you can beat up on me all day long. I don't  
5 care. I've been up --

6 **MR. PLOURDE:** I don't plan to try and beat up on  
7 any judge.

8 **THE COURT:** I mean, it's okay. It's all right.  
9 That's what we're here for.

10 **MR. PLOURDE:** I'm not trying to beat up on your  
11 court reporter.

12 **THE COURT:** This is something the Supreme Court  
13 is going to have to make a determination on, based  
14 on what I did. I knew that when we came in here.  
15 But I'm -- Don't mess with my staff. If you do,  
16 you're going to hear from me like you're hearing  
17 from me. And I understand your explanation, and I  
18 appreciate it. So I'm good now.

19 But when I read it, it appeared like it was an  
20 attack on my court reporter who, I see what she does  
21 and I see how late she works. And I see the toll  
22 it's taking on her. That's why we have to take  
23 breaks, because of her hands and her shoulders from  
24 the work that she's doing in here on days where we  
25 have hearings that go day after day after day like

1           that. All right?

2           So all right. Anything further?

3           **MR. PLOURDE:** No, Your Honor.

4           **MS. PLAXICO:** Thank you, Your Honor.

5           **THE COURT:** You're welcome.

6           **MS. PLAXICO:** Appreciate your time.

7           **THE COURT:** All right. Court will be in recess.

8           **THE CLERK:** All rise.

9           (Whereupon, proceedings concluded at 11:06 a.m.)

10          (End of Excerpt)



1 IN THE DISTRICT COURT OF OKLAHOMA COUNTY

2 STATE OF OKLAHOMA

3 UNITED METHODIST CHURCH OF THE )  
4 SERVANT, an incorporated )  
5 religious association acting by )  
6 and through its Board of )  
7 Trustees, )

8 Plaintiff, )

9 vs. )

CASE NO. CJ-2023-3704

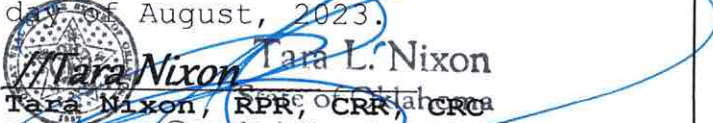
10 THE OKLAHOMA ANNUAL CONFERENCE )  
11 OF THE UNITED METHODIST CHURCH, )  
12 INC., a domestic not for profit )  
13 corporation; THE BOARD OF )  
14 TRUSTEES OF THE OKLAHOMA ANNUAL )  
15 CONFERENCE OF THE UNITED )  
16 METHODIST, INC., a domestic not )  
17 for profit corporation, et al., )

18 Defendants. )

19 **CERTIFICATE**

20 I, Tara Nixon, Certified Shorthand Reporter,  
21 Registered Professional Reporter, Certified Realtime  
22 Reporter, Certified Realtime Captioner, and Official  
23 Court Reporter for Oklahoma County, do hereby  
24 certify that the foregoing transcript in the  
25 above-styled case is a true, correct, and partial  
transcript of proceedings had on the 21<sup>st</sup> day of  
August, 2023.

Dated this 22<sup>nd</sup> day of August, 2023.

  
Tara L. Nixon  
Tara Nixon, RPR, CRR, CRC  
State of Oklahoma Shorthand Reporter  
Certified Shorthand Reporter  
CSR #1542  
My Certificate Expires ~~12-31-2023~~