

THE METHODIST CHURCH OF  
CAPE ST. CLAIRE, *et al.*  
*Plaintiffs*

vs.

THE BALTIMORE WASHINGTON  
CONFERENCE OF THE UNITED  
METHODIST CHURCH, *et al.*  
*Defendants*

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IN THE  
CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY  
Case No.: C-02-CV-23-000500

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**MEMORANDUM OPINION**

This matter came before this Court on July 1, 2024, for a hearing on Defendants’ Amended Motion for Summary Judgment, Plaintiffs’ Opposition, Defendant’s Reply, and the Notice of Supplemental Authority in Support of Defendant’s Amended Motion for Summary Judgment. Counsel for all parties appeared with counsel. This Court, having considered all relevant and appropriate pleadings, motions, and exhibits along with the oral arguments of the parties, provides its opinion and order below:

**Statement of Facts**

The Plaintiffs are thirty-seven (37) Maryland United Methodist Churches who operate their ministry under the direction of the Baltimore-Washington Conference of The United Methodist Church. The Defendants are LaTrelle Easterling, the Bishop of the Baltimore-Washington Conference of the United Methodist Church, the Board of Trustees of the Baltimore Washington Conference of the United Methodist Church, and the Baltimore-Washington Conference of the United Methodist Church (hereinafter “the UMC”).

The United Methodist Church has an organizational structure composed of the General Conference, the Council of Bishops, and the Judicial Council. The Council of Bishops is made of both retired and active bishops in the UMC who serve an assigned jurisdiction for a four-year term. Bishop LaTrelle Easterling is the bishop episcopal leader of the Baltimore-Washington and

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Peninsula-Delaware Conference, the body under which the local churches in this matter are governed. The Judicial Council is the highest judicial body of the UMC, comprised of lay leaders and clergy who meet twice a year to consider whether actions of the various local churches adhere to the Book of Discipline. Finally, the General Conference is a representative body comprised of clergy and lay leaders of the UMC who gather every four years to set official UMC policy and speak on behalf of the UMC. The General Conference enacted the Book of Discipline (“the Discipline”), a book outlining the law, doctrine, administration, organizational work, and procedures of the UMC. The Discipline also determines (a) which local churches shall be established as United Methodist congregations; and (b) whether and when any local United Methodist Church shall be closed or the church’s relationship with The United Methodist Church severed. The Discipline is binding on all annual conferences, local churches, clergy, and lay members of The United Methodist Church.

In recent years, the body of the UMC has adopted progressive ideas with which many members and local UMC churches disagree. Because of these disagreements, the General Conference enacted Discipline ¶ 2553, which provided local churches the opportunity to disaffiliate from the UMC and retain a release from the Methodist Property Trust. Discipline ¶ 2553 provides, in relevant part:

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

1. 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.

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.

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.

THE UNITED METHODIST CHURCH, *Addendum to The Book of Discipline of the United Methodist Church*, 2016, 922 (2019) (emphasis added).

Within ¶ 2553.4(a), the UMC reserved the right for annual conferences to develop standard terms for disaffiliating churches who wished to keep their church property. *Id.* Exercising the authority bestowed by the General Conference in Discipline ¶ 2553.4, the Baltimore-Washington Conference required disaffiliating churches to pay an amount equal to 50% of the assessed value<sup>1</sup>

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<sup>1</sup> The assessed value of property is the value assessed by state taxing authorities.

of any real property that the local church wished to retain following disaffiliation. Thus, local churches who wished to disaffiliate from the UMC were subject to the payments imposed by ¶ 2553 of the Discipline and the payment of 50% of the assessed value of any real property the church wished to retain.

This dispute arose because Plaintiff churches sought to disaffiliate from the UMC but believe that the 50% payment requirement is inconsistent with the terms of the Discipline and should not be enforced. Plaintiffs therefore sued Defendants by way of a May 2023 First Amended Complaint with ten (10) claims: (I) Declaratory Judgment, (II) Judicial Modification of Trust, (III) Constructive Fraud against the Board of Trustees and Bishop Easterling, (IV) Breach of Fiduciary Duty (against Bishop Easterling), (V) Demand for Accounting, (VI) Quantum Meruit, (VII) Unjust Enrichment, (VIII) Promissory Estoppel, (IX) Breach of Contract, and (X) Quiet Title.

This Court partially granted Defendants' Motion to Dismiss, dismissing claims II, VI, VII, and VIII, and dismissed thirty-two (32) Methodist Churches due to improper venue from claim I. On July 26, 2024, the Plaintiff's filed a stipulation dismissing only claim V, the claim for a demand for accounting against the Defendant, The Baltimore Washington Conference of The United Methodist Church, and, on August 21, 2024, the Plaintiffs filed a stipulation dismissing only claim V, the claim for a demand for account against the Defendants, the Baltimore Washington Conference of the United Methodist Church, and Bishop Lutrelle Easterling. Therefore, this Court dismisses claim V against all Defendants.<sup>2</sup>

Defendants now move for a summary judgment on the remaining claims: I, III, IV, IX, and X. Defendants reiterate their argument in their Motion to Dismiss—that this Court lacks subject

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<sup>2</sup> Although the stipulation does not directly name that The Board of Trustees of the Baltimore Washington Conference of The United Methodist Church, the fifth claim is also dismissed against the Trustees pursuant to the Court discussion on July 1, 2024 and the two (2) stipulations.

matter jurisdiction under the Ecclesiastical Abstention Doctrine. Defendants further argue that no relief is available because ¶ 2553 expired on December 31, 2023; and (3) even if the other arguments do not apply, there is no genuine dispute of material fact on the remaining claims.

### Standard of Review

In Maryland, a trial court should grant summary judgment on all or part of an action when there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. See Maryland Rule 2-501(e). “A material fact is a fact the resolution of which will somehow affect the outcome of the case.” *Cater v. Aramark Sports & Ent. Servs., Inc.*, 153 Md. App. 210, 224 (2003). When ruling on a motion for summary judgment, the court must view the facts, including all inferences, in the light most favorable to the nonmoving party. *Jahnigen v. Smith*, 143 Md. App. 547, 554 (2002).

Once the moving party has demonstrated that there are no genuine disputes of material fact, the burden shifts to the non-moving party to refute any such contentions. “[E]ven if the nonmoving party demonstrates the existence of a dispute of fact, the dispute will not defeat the motion for summary judgment unless the dispute concerns a material fact, i.e., a fact that will alter the outcome of the case depending upon how the factfinder resolves the dispute over it.” *Bagwell v. Peninsula Regional Medical Ctr.*, 106 Md. App. 470, 489 (1995). The non-moving party must offer facts admissible in evidence and not mere allegations, denials, or conclusory statements. *Id.* An opposition to summary judgment cannot rely on speculation and conjecture. *Rehn v. Westfield Am.*, 153 Md. App. 586, 596 (2003).

## Discussion

Under the Establishment and Free Exercise clauses of the First Amendment, civil courts have no authority to second-guess ecclesiastical decisions made by hierarchical church bodies.

*Downs v. Roman Cath. Archbishop of Baltimore*, 111 Md. App. 616, 621 (1996).

In short, the First and Fourteenth Amendments permit hierarchical religious organizations to establish their own rules and regulations for internal discipline and government, and to create tribunals for adjudicating disputes over these matters. When this choice is exercised and ecclesiastical tribunals are created to decide disputes over the government and direction of subordinate bodies, the Constitution requires that civil courts accept their decisions as binding upon them.

*Id.* Civil courts should be completely free from “entanglement in questions of religious doctrine, polity, and practice.” *Jones v. Wolf*, 443 U.S. 595, 603 (1979). Even if the dispute presented to the court is one that would clearly be justiciable were the parties not members of a religious organization, if resolution of that dispute involves matters of church doctrine or governance, or consideration of ecclesiastical decisions made by a church body, the matter falls outside of the civil court’s jurisdiction. *Downs*, 111 Md. App. at 622.

Maryland courts have not addressed all issues before this Court. Thus, this Court also relies on precedent from other jurisdictions when helpful. *Watson v. Jones*, 80 U.S. 679 (13 Wall.) (1871) is a seminal case dealing with religious property disputes. There, the Supreme Court of the United States (“U.S. Supreme Court”) heard a case involving two parties claiming exclusive use of the property held and owned by the local Presbyterian Church. *Id.* The U.S. Supreme Court classified church property disputes into three categories: express trust cases, congregational church cases, and hierarchical church cases. *Id.* at 722–23. Relevant here is the hierarchical church structure. The U.S. Supreme Court explained that if the church was hierarchical in nature, civil courts should defer to and accept as final any questions of “questions of discipline or faith, or ecclesiastical rule, custom, or law that have been decided” by church judicatories. *Id.* at 727. A

church is hierarchically controlled if it is a “subordinate member of some general church organization in which there are superior ecclesiastical tribunals with a general and ultimate power of control more or less complete, in some supreme judicatory over the whole membership of that general organization.” *Id.* at 722–23.

In *Trustees of Pencader Presbyterian Church in Pencader Hundred v. Gibson*, 26 Del.Ch. 375 (1941), the Supreme Court of Delaware ruled that where “the property right turns upon a determination of the correctness of religious creed or teaching, the judgment of the supreme ecclesiastical tribunal is conclusive, and the civil court will allow the property to go in that direction in which the decision of the church tribunal carries it.” *Id.* The Supreme Court of Delaware further noted that when one joins a church and becomes a member of that ecclesiastical body, she must “conform to the laws by which the religious organization is governed.” *Id.* The Supreme Court of Oklahoma found that interpreting the Discipline to resolve a church’s claims is not the court’s role, as the Discipline is ecclesiastical in nature. *Oklahoma Annual Conference of the United Methodist Church, Inc. v. Timmons*, 538 P.3d 170, 175 (2023).

The U.S. Supreme Court has held that the Establishment Clause of the First Amendment “severely circumscribes the role that civil courts may play in resolving church property disputes.” *Presbyterian Church in the United States v. Mary Elizabeth Blue Hull Mem’l Presbyterian Church*, 393 U.S. 440, 449 (1969) (“Blue Hull”). Therefore, courts must refrain from deciding such cases when their resolution turns on “religious doctrine and practice.” *Serbian Orthodox Diocese for the United States and Canada v. Milivojevich*, 426 U.S. 696, 710 (1976) (quoting Blue Hull, 393 U.S. at 449).

An approach adopted by the U.S. Supreme Court that expands courts’ jurisdiction over religious disputes is the neutral principles of law approach. *See Jones*, 443 U.S. at 605 (adopting

the neutral principles of law approach). Under this approach, a civil court may apply neutral principles of law to resolve church property disputes as long as the approach is based on relevant, secular evidence and involves no consideration of doctrinal matters. *Id.* at 603. This approach allows civil courts to examine secular provisions of religious documents, constitutions, canons, and the like. *Id.* at 602–04.

In the present case, Defendants argue that they are entitled to summary judgment on the remaining claims of (I) Declaratory Judgment (III) Constructive Fraud, (IV) Breach of Fiduciary Duty, (V) Demand for Accounting, and (IX) Breach of Contract and (X) Quiet Title under the Ecclesiastical Abstention Doctrine and the lack of evidence to demonstrate a dispute of the genuine material fact to enable Plaintiffs to prevail.

The court analyzes the remaining claims below:

#### Claim I: Declaratory Judgment

Plaintiffs in this case seek declaratory judgment on whether the language of ¶ 2501 and ¶ 2502 of the Discipline created an irrevocable trust; whether the trust has terminated because the purpose of the trust is unlawful, contrary to public policy, or impossible to achieve; and whether churches are entitled to the quiet, exclusive, uninterrupted, and peaceful possession of their respective properties. Defendants argue that none of the express provisions of the trust include any express power to revoke the trust, thus, the trust is irrevocable.

Resolving the factual disputes and all reasonable inferences in favor of the Plaintiffs, this Court finds that there is no genuine dispute of material fact regarding whether the Discipline created an irrevocable trust. Applying neutral principles of Maryland law, without making a determination of church doctrine or faith, the court finds that the language of the Discipline creates an irrevocable trust. ¶ 2501.2 of the Discipline provides, “[t]he trust is and always has been

irrevocable, except as provided in the Discipline.” Maryland law provides that a trust is presumed irrevocable unless “the power to revoke has been reserved.” *From the Heart Church Ministries, Inc. v. Philadelphia-Baltimore Ann. Conf.*, 184 Md. App. 11, 47 (2009) (“From the Heart”). And there is no language in the trust clauses in the Discipline reserving the right to revoke. Thus, the trust created is irrevocable.

*From the Heart* is instructive here. In *From the Heart*, a local Maryland church brought action against its denomination for declaratory judgment that the local church owned the property after disaffiliating from the denomination. 184 Md. App. at 16. The Court of Special Appeals of Maryland<sup>3</sup> affirmed the Circuit Court’s ruling of summary judgment in favor of the church denomination with regard to the real property. *Id.* at 51. The court found that the local church consented to the trust provisions in the denomination’s Discipline, which provided that the real property acquired by the local church prior to its withdrawal was held by the local church in trust for the denomination, when the purpose and mission of the church was to conduct the ministry in favor of the denomination’s Discipline. *Id.* at 37–38. The court further explained that the Discipline expressly stated that the property acquired by the local church would be used for the ministry and membership of the denomination.

Here, ¶ 2501 of the Discipline of the UMC provides that “[a]ll properties of United Methodist local churches and other United Methodist agencies and institutions are held, in trust, for the benefit of the entire denomination, and ownership and usage of church property is subject to the Discipline.” Thus, like in *From the Heart*, the relevant church properties are held in trust for the purpose of benefitting the entire denomination, and are subject to the Discipline. Also like *From the Heart*, the local churches here consented to the terms of the Discipline by encouraging

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<sup>3</sup> The Court of Special Appeals is now known as the Appellate Court of Maryland.

and furthering the mission of the UMC. Therefore, Defendants in this case are entitled to summary judgment on this claim, as the local churches consented to the authority of the denomination, and the local church properties are merely held by the churches, in trust, for the UMC.

### Claim III: Constructive Fraud

Plaintiffs argue that they are entitled to relief from Defendants because the Defendants made false statements to Plaintiffs indicating that the conference pension funds have unfunded liabilities. Plaintiffs further argue they are entitled to relief because Defendants grossly mismanaged funds.

This Court finds that this claim is barred under the Ecclesiastical Abstention Doctrine. *Harris v. Matthews*, 361 N.C. 265 (2007) is instructive here. In *Matthews*, the plaintiff church members argued that they were entitled to recover damages from defendants, who were a pastor, secretary, and chairman of the board of trustees, for improperly using church funds. 361 N.C. at 273. The court found that determining whether the actions and expenditures of the church leaders, their authority, and compensation requires an examination of the church's management, and because seeking a court's review of these matters is inextricably intertwined with determining whether the church's pursuits or management is correct, the court should abstain from making such a decision. *Id.*

Although there is a "robust doctrine" that protects the autonomy of religious organizations and frees them from civil litigation, the Supreme Court of the United States has noted the possibility of a fraud or collusion exception to this general rule. *Moon v. Fam. Fed'n for World Peace & Unification Int'l*, 281 A.3d 46, 70 (D.C. 2022) see *Heard v. Johnson*, 810 A.2d 871, 881 (2002), citing *Milivojevich*, 426 U.S. at 713. The fraud or collusion exception could allow a civil court to decide an ecclesiastical dispute when "religious figures act in bad faith for secular

purposes.” *Id.* The court acknowledges it is difficult to “disentangle” an allegation of fraud from religious questions when brought against an entity like the Baltimore Washington Conference. This exception applies when a religious entity or figurehead “engaged in a bad faith attempt to conceal a secular act behind a religious smokescreen.” *Id.*; see *Schmidt v. Catholic Diocese of Biloxi*, 18 So.3d 814, 831 (2009) (holding that a claim for *intentional or fraudulent misrepresentation* for the purpose of soliciting gifts can be decided on neutral principles of law without excessive entanglement in ecclesiastical affairs).

This Court finds that the Ecclesiastical Abstention Doctrine also bars this claim, and the fraud or collusion exception does not apply. In support of their argument for constructive fraud, Plaintiffs allege that Defendants made “false statements” to Plaintiffs, including that the conference pension funds have unfunded liabilities. Plaintiffs ultimately argue that this led to the “ransom,” or, in other words, the payment of 50% of the assessed value of the church’s real property. However, the accuracy of the allegations turns on how the Defendants calculate the conference pension liabilities, which is a question of church management and governance. Further, Defendant churches have not imposed the 50% payment for a secular purpose. The Disciple authorized them to add terms of disaffiliation, and Defendants determined those terms based on what they believed was consistent with the Discipline. Like in *Matthews*, a judicial determination of the actions and expenditures requires judicial examination of the church’s management, from which the civil courts should abstain. 361 N.C. at 273.

Lastly, regarding the constructive fraud claim, the Plaintiffs have not provided the factual basis of constructive fraud by way of false statements or gross mismanagement of funds to produce a genuine dispute of material facts. Suggestion of inappropriate false statements and

mismanagement of funds has been refuted by the Defendants as supported by affidavit and/or exhibits. As such, the constructive fraud claim does not survive.

Therefore, Defendants are entitled to summary judgment on this claim.

#### Claim IV: Breach of Fiduciary Duty

Plaintiffs argue that Defendants owe Plaintiffs a fiduciary because Defendants are in a position of power, authority, and influence over Plaintiff churches. Because of this relationship, Plaintiffs believe that Defendants breached that duty by making false statements about the Conference's liabilities, or in the alternative, that the Conference has grossly mismanaged funds. In response, Defendants argue that they have been truthful in representing to the local churches that their clergy pension is fully funded.

This Court finds that the Ecclesiastical Abstention Doctrine precludes this claim as well. To prevail on a claim of breach of fiduciary duty, a party must prove: "(1) the existence of a fiduciary relationship, (2) a breach of duty owed by the fiduciary to the beneficiary, and (3) harm resulting from the breach." *Alleco Inc. v. Harry & Jeanette Weinberg Found., Inc.*, 340 Md. 176, 192 (1995). When evaluating whether Defendants breached a duty, the courts finds that there is no neutral principle by which it can arrive at the conclusion that Defendants breached a duty. Analysis of a breach of fiduciary duty would require this court's analysis of how Bishop Easterling and the Baltimore-Washington Conference came up with the 50% payment requirement. The UMC has a judicial council that is capable of answering such a question, to which this court should defer. Furthermore, as with the constructive fraud claim, the Plaintiffs have not provided the factual basis for a Breach of Factual Basis claim.

Defendants are entitled to summary judgment on this claim.

### Claim IX: Breach of Contract

Plaintiffs argue that Defendants are in breach of their contract, which, in this case, is the Discipline, for two reasons: first, the provisions of ¶ 2553 of the Discipline violate the implied duty of good faith and fair dealing by imposing the payment of 50% of the assessed value of the church property on Plaintiffs, and second, Defendants breached their contract by mismanaging the conference pension funds, which are now imposed on Plaintiffs.

Again, this Court finds that this Claim should be dismissed under the Ecclesiastical Abstention doctrine. Most relevant here are the words of the addendum to the Discipline itself. Specifically, ¶ 2553.4 provides, in relevant part, that “[a]nnual conferences may develop additional standard terms that are not inconsistent with the standard for of this paragraph.” Thus, a determination of whether the Defendants breached the terms of the Discipline require an interpretation of the Discipline.

As mentioned above, civil courts should have no jurisdiction over claims that require involvement in church governance. *See Downs*, 111 Md. App. at 622. Here, resolution of what is “inconsistent with the terms of the Discipline” is a question of church governance. The UMC is a body that is hierarchical in nature. The UMC is governed by three branches: the General Conference, the Council of Bishops, and the Judicial Council. The General Conference, using the authority vested in it by the Discipline, enacted ¶ 2501 of the Discipline. Further, the UMC has the Judicial Council to interpret the Discipline, and other laws, and ecclesiastical rulings of the UMC. This Court should not delve into resolving issues of what is inconsistent or consistent with the governing law of the UMC.

This Court further finds that the remedies sought would require excessive interference with church operations. The United Methodist Church has a system of church governance wherein the

Discipline outlines the law, doctrine, administration, organizational work, and procedures of The United Methodist Church. Further, the General Conference vested the Baltimore Washington Conference with the authority to establish terms and conditions by which disaffiliating churches must abide. The court finds that there is no neutral principle by which it can determine what is consistent or inconsistent with the Discipline without referencing and analyzing the Discipline, church polity, and doctrine as a whole. A ruling from this Court would unconstitutionally strip the United Methodist Church from their First Amendment protections to run their organization by their system of governance and rules.

Therefore, Defendants are entitled to summary judgment in their favor on this claim.

#### Claim X: Quiet Title



Only one Plaintiff raises this claim: The Methodist Church of Cape St. Claire. *See* First Am. Compl. at 40. This Plaintiff alleges that the denominational trust has been terminated and seeks to have title to property quieted in its name. To prevail on a claim to quiet title property, the plaintiff must establish “both possession and legal title” to the property by “clear proof.” *Porter v. Schaffer*, 126 Md. App. 237, 260 (1999). In support of its claims, Plaintiff argues and incorporates by reference the preceding arguments in support of keeping the declaratory judgment claim. For the reasons stated in support of summary judgment on the declaratory judgment claim, this court also finds that the Defendants are entitled to summary judgment on the quiet title claim.

#### Conclusion

Defendants’ Motion for Summary Judgment is granted. Claims I, III, IV, IX, and X are dismissed under the Ecclesiastical Abstention Doctrine and/or that there is no genuine dispute of

material fact supporting the claims. Claim V was dismissed by way of Plaintiffs' stipulations. Said dismissal is hereby accepted and adopted by the Court as to all Defendants for Claim V.

10 / 11 / 24  
Date

  
  
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Judge Michael Malone  
Of the Circuit Court for Anne Arundel County

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ORDER  
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UPON CONSIDERATION of the Defendants' Amended Motion for Summary Judgment, docketed February 29, 2024, Plaintiffs' Opposition docketed March 14, 2024, Defendants Reply docketed May 20, 2024, and the Notice of Supplemental Authority in Support of Defendants Amended Motion for Summary Judgment docketed July 15, 2024, for the reasons stated in the accompanying Memorandum Opinion, it is, this 11<sup>th</sup> day of October 2024, by the Circuit Court for Anne Arundel County, Maryland hereby

**ORDERED**, that the Defendants Amended Motion for Summary Judgment is **GRANTED**. Claims I, III, IV, IX, and X are **DISMISSED**; and it is further

**ORDERED**, that Claim V is **DISMISSED** pursuant to Plaintiffs stipulations which are accepted and adopted by this Court.

October 11, 2024  
Date

  
\_\_\_\_\_  
Judge Michael Malone  
Circuit Court for Anne Arundel County

10/11/2024 SMB