



ALDERSGATE UNITED METHODIST
CHURCH OF MONTGOMERY,
ALABAMA,

)
) FIFTEENTH JUDICIAL COURT
)

and

) MONTGOMERY COUNTY, ALABAMA
)

ARMSTRONG UNITED METHODIST
CHURCH,

)
)
) CASE NO. 03-CV-2023-901547.00
)

and

BAGGETTS CHAPEL UNITED
METHODIST CHURCH,

) Jury demand endorsed hereon
)

and

BLACK CREEK UNITED METHODIST
CHURCH,

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and

BLOUNTSTOWN UNITED METHODIST
CHURCH, INC.,

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CASTLEBERRY UNITED METHODIST
CHURCH,

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COTTAGE HILL UNITED METHODIST
CHURCH,

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CRAWFORD UNITED METHODIST
CHURCH,

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CYPRESS UNITED METHODIST
CHURCH,

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DALEVILLE UNITED METHODIST)
CHURCH,)
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ELBA UNITED METHODIST CHURCH,)
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ELMORE UNITED METHODIST)
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ENSLEY UNITED METHODIST CHURCH,)
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EPWORTH UNITED METHODIST)
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DEMOPOLIS FIRST UNITED)
METHODIST CHURCH,)
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FLOMATON UNITED METHODIST)
CHURCH,)
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FIRST UNITED METHODIST CHURCH)
OF FORT WALTON, INC.,)
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GOLD HILL UNITED METHODIST)
CHURCH,)
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THE FIRST UNITED METHODIST)

CHURCH OF GREENVILLE, ALABAMA,)
INC.,)
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GULFVIEW UNITED METHODIST)
CHURCH, INC.,)
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HAM CHAPEL UNITED METHODIST)
CHURCH,)
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HIGHLAND PARK UNITED METHODIST)
CHURCH,)
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HILLSIDE UNITED METHODIST)
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HONEYVILLE UNITED METHODIST)
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IRVINGTON UNITED METHODIST)
CHURCH,)
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LATHRAM CHAPEL UNITED)
METHODIST CHURCH,)
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LOACHAPOKA UNITED METHODIST)
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MCINTOSH UNITED METHODIST)

CHURCH,)
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MCRAE STREET UNITED METHODIST)
CHURCH,)
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MT. VERNON UNITED METHODIST)
CHURCH,)
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MYRTLE GROVE UNITED METHODIST)
CHURCH, INC.,)
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MT. ZION UNITED METHODIST)
CHURCH)
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MEMORIAL UNITED METHODIST)
CHURCH,)
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PLEASANT VALLEY UNITED)
METHODIST CHURCH,)
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THE SHALIMAR UNITED METHODIST)
CHURCH OF SHALIMAR, FLORIDA,)
INC.,)
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SPANISH FORT UNITED METHODIST)
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SPRINGHILL UNITED METHODIST)

CHURCH,)
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ST. ANDREW UNITED METHODIST)
CHURCH, INC.,)
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SUNFLOWER UNITED METHODIST)
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THEODORE UNITED METHODIST)
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THOMASVILLE UNITED METHODIST)
CHURCH,)
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TRINITY UNITED METHODIST)
CHURCH,)
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FIRST UNITED METHODIST CHURCH)
OF MEXICO BEACH, INC.,)
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WESTVIEW HEIGHTS UNITED)
METHODIST CHURCH)
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and)
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WOODLAWN UNITED METHODIST)
CHURCH,)
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Plaintiffs,)
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v.)

ALABAMA WEST FLORIDA)
 CONFERENCE OF THE UNITED)
 METHODIST CHURCH, INC., TRUSTEES)
 OF THE ALABAMA WEST FLORIDA)
 CONFERENCE, BISHOP DAVID GRAVES,)
 in his capacity as Bishop of the United)
 Methodist Church and DEBORA BISHOP,)
 MIKE PEARSON, JEFF WILSON, JEAN)
 TIPPIT, in their capacity as District)
 Superintendents of the Alabama West Florida)
 Conference of the United Methodist Church,)
 Inc.,)
)
 Defendants.

AMENDED
COMPLAINT FOR DECLARATORY JUDGMENT,
MODIFICATION OR TERMINATION OF A TRUST, FRAUD AND DECEIT, BREACH
OF FIDUCIARY DUTY, UNJUST ENRICHMENT, PROMISSORY ESTOPPEL, AND
BREACH OF CONTRACT

For their Complaint against Defendants, Plaintiff Churches state as follows:

INTRODUCTION

1. Plaintiffs seek to exercise **their right to vote**, as local church congregations, regarding the issue of disaffiliation from the national entity known as the United Methodist Church (the “UMC”). If their congregational vote is in favor of disaffiliation, Plaintiffs would then seek to depart from the UMC to **pursue their deeply held religious beliefs, some of which are at odds with the UMC’s current practice**, but the specifics of which are irrelevant to this action. After laying out the plan by which Plaintiffs could disaffiliate with their property and invoking Plaintiffs’ reliance on that plan, Defendants have now **revoked that plan and are attempting to prevent their disaffiliation, exercising leverage over Plaintiffs by holding their church buildings and property hostage**. Plaintiffs relied to their detriment on this plan.

Defendants claim Plaintiffs' property is encumbered by an irrevocable trust for the benefit of the UMC and the only way for Plaintiffs to disaffiliate without surrendering their buildings and property that are central to their congregations' ability to assemble to worship is by the permission of the UMC and payment of a financial ransom.

2. Defendants' position is inconsistent with the decades-long pattern and practice of the UMC to allow local churches to depart from the UMC and retain their church property without paying a ransom. Their position also reflects a substantial material change in circumstances that was not anticipated by either Plaintiffs or Defendants at the time Plaintiffs affiliated with the UMC. Continued enforcement of the alleged trust as a mechanism to penalize Plaintiffs for disaffiliating is unlawful and contrary to the intent of the parties.

3. Plaintiffs bring this action to (1) compel Defendants to act consistent with the plan they previously devised and on which Plaintiffs relied; (2) seek relief from the uncertainty, insecurity, and controversy arising from Defendants' refusal to allow them to vote on whether to disaffiliate from the UMC while retaining their property; (3) reform or terminate the trust to conform to the settlors' original intent; and most importantly, (4) protect their freedom to assemble and worship as they see fit. Like all Alabamans, the thousands of members of Plaintiffs' churches are protected by the Alabama Constitution:

That no religion shall be established by law, that no preference shall be given by law to any religious sect, society, denomination, or mode of worship, that no one shall be compelled by law to attend any place of worship; nor to pay any tithes, taxes, or other rate for building or repairing any place of worship, or for maintaining any minister or ministry; that no religious test shall be required as a qualification to any office or public trust under this state; and that the civil rights privileges, and capacities of any citizen shall not be in any manner affected by his religious principles.

AL Const. art. I § 3.

PARTIES

4. Plaintiff Aldersgate United Methodist Church of Montgomery, Alabama, is an incorporated religious entity located, conducting operations, and with its principal or registered office at 6610 Vaughn Road, Montgomery, Alabama 36116.

5. Plaintiff Armstrong United Methodist Church is an unincorporated religious association located at 7644 Wire Road, Auburn, Alabama 36832.

6. Plaintiff Baggetts Chapel United Methodist Church is an unincorporated religious association located at 2910 County Road 15, Repton, Alabama 36475.

7. Plaintiff Black Creek United Methodist Church is an unincorporated religious association located at 278 Memorial Lane, Freeport, Florida 32439.

8. Plaintiff Blountstown United Methodist Church, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 20500 Central Avenue West, Blountstown, Florida 32424.

9. Plaintiff Castleberry United Methodist Church is an unincorporated religious association located at 110 Cleveland Avenue, Castleberry, Alabama 36432.

10. Plaintiff Cottage Hill United Methodist Church is an unincorporated religious association located at 229 Williams Ditch Road, Cantonment, Florida 32533-8254.

11. Plaintiff Crawford United Methodist Church is an unincorporated religious association located at 4504 US Highway 280, Phenix City, Alabama 36870.

12. Plaintiff Cypress United Methodist Church is an unincorporated religious association located at 6267 Cemetery Avenue, Cypress, Alabama 32432.

13. Plaintiff Daleville United Methodist Church is an unincorporated religious association located at 44 South Daleville Avenue, Daleville, Alabama 36322.

14. Plaintiff Elba United Methodist Church is an incorporated religious entity located, conducting operations, and with its principal or registered office at 503 W. Davis Street, Elba, Alabama 36323.

15. Plaintiff Elmore United Methodist Church is an unincorporated religious association located at 40 Hatchett Street, Elmore, Alabama 36025.

16. Plaintiff Ensley United Methodist Church is an incorporated religious entity located, conducting operations, and with its principal or registered office at 25 E. Johnson Avenue, Pensacola, Florida 32534.

17. Plaintiff Epworth United Methodist Church is an unincorporated religious association located at 440 Highway 30, Eufaula, Alabama 36027.

18. Plaintiff Demopolis First United Methodist Church is an unincorporated religious association located at 200 E. Decatur, Demopolis, Alabama 36732.

19. Plaintiff Flomaton United Methodist Church is an incorporated religious entity located, conducting operations, and with its principal or registered office at 504 Palafox Street, Flomaton, Alabama 36441.

20. Plaintiff First United Methodist Church of Fort Walton, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 103 First Street, S.E., Fort Walton Beach, Florida 32548.

21. Plaintiff Gold Hill United Methodist Church is an unincorporated religious association located at 1140 Lee Road, Waverly, Alabama 36879.

22. Plaintiff The First United Methodist Church of Greenville, Alabama, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 100 Adams Street, Greenville, Alabama 36037.

23. Plaintiff Gulfview United Methodist Church, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 245 Wisteria Lane, Panama City Beach, Florida 32413.

24. Plaintiff Ham Chapel United Methodist Church is an unincorporated religious association located at 22293 Highway 189 North, Elba, Alabama 36323.

25. Plaintiff Highland Park United Methodist Church is an unincorporated religious association located at 1619 South Park Avenue, Dothan, Alabama 36301.

26. Plaintiff Hillside United Methodist Church is an unincorporated religious association located at 3739 US Highway 280, Phenix City, Alabama 36870.

27. Plaintiff Honeyville United Methodist Church is an unincorporated religious association located at 4281 Highway 71 South, Wewahitchka, Florida 32465.

28. Plaintiff Irvington United Methodist Church is an unincorporated religious association located at 9075 Home Avenue, Irvington, Alabama 36544.

29. Plaintiff Lathram Chapel United Methodist Church is an unincorporated religious association located at 2690 Jacks Branch Road, Cantonment, Florida 32533.

30. Plaintiff Loachapoka United Methodist Church is an unincorporated religious association located at 6220 Stage Road, Loachapoka, Alabama 36865.

31. Plaintiff McIntosh United Methodist Church is an unincorporated religious association located at 7554 Highway 43 North, McIntosh, Alabama 36553.

32. Plaintiff McRae Street United Methodist Church is an incorporated religious entity located, conducting operations, and with its principal or registered office at 619 McRae Street, Atmore, Alabama 36502.

33. Plaintiff Mt. Vernon United Methodist Church is an unincorporated religious association located at 18890 St. Stephens Road, Mount Vernon, Alabama 36560.

34. Plaintiff Myrtle Grove United Methodist Church, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 1030 N. 57th Avenue, Pensacola, Florida 32506.

35. Plaintiff Mt. Zion United Methodist Church is an unincorporated religious association located at 2227 County Road 46, Prattville, Alabama 36067.

36. Plaintiff Memorial United Methodist Church is an unincorporated religious association located at 1007 West Cummings Avenue, Opp, Alabama 36467.

37. Plaintiff Pleasant Valley United Methodist Church is an unincorporated religious association located at 34 Pleasant Valley Road, Greensboro, Alabama 36744.

38. Plaintiff The Shalimar United Methodist Church of Shalimar, Florida, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 1 Old Ferry Road and Meigs Drive, Shalimar, Florida, 32579-7795.

39. Plaintiff Spanish Fort United Methodist Church is an unincorporated religious association located at 6630 Spanish Fort Boulevard, Spanish Fort, Alabama 36527.

40. Plaintiff Springhill United Methodist Church is an unincorporated religious association located at 5995 County Road 7, Repton, Alabama 36475.

41. Plaintiff St. Andrew United Methodist Church, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 2001 W. 11th Street, Panama City, Florida 32401.

42. Plaintiff Sunflower United Methodist Church is an unincorporated religious association located at 15591 Highway 43, Wagarville, Alabama 36585.

43. Plaintiff Theodore United Methodist Church is an unincorporated religious association located at 6255 Swedetown Road, Theodore, Alabama 36582.

44. Plaintiff Thomasville United Methodist Church is an unincorporated religious association located at 110 Old Hwy 5 North, Thomasville, Alabama 36784.

45. Plaintiff Trinity United Methodist Church is an incorporated religious entity located, conducting operations, and with its principal or registered office at 610 Fairview Avenue, Prattville, Alabama 36066.

46. Plaintiff First United Methodist Church of Mexico Beach, Inc. is an incorporated religious entity located, conducting operations, and with its principal or registered office at 111A North 22nd Street, Mexico Beach, Florida 32410.

47. Plaintiff Westview Heights United Methodist Church is an unincorporated association located at 512 Camilla Avenue, Ozark, Alabama 36360.

48. Plaintiff Woodlawn United Methodist Church is an unincorporated religious association located at 3049 US Highway 84 East, Monroeville, Alabama 36460.

49. Plaintiffs are local churches affiliated with the UMC through their annual conference, Defendant Alabama-West Florida Conference of the United Methodist Church (“Defendant Conference”).

50. Plaintiffs are all properly and legally constituted, in existence, and have the authority and capacity to sue and be sued.

51. The UMC is a church denomination founded in 1968 with the merger of several Methodist denominational groups.

52. The UMC is not named as a defendant herein because it is not a legal entity that can sue or be sued per the 2016 Book of Discipline ¶2501.

53. The UMC is unincorporated and incapable of holding property; therefore, it does not and cannot own any of Plaintiffs' property per the 2016 Book of Discipline ¶2501.

54. The UMC is not a hierarchal religious organization, but rather, a covenant-based organization wherein all its affiliates, including Plaintiffs and Defendants, are in a covenant-based relationship.

55. There is no corporate relationship between Plaintiffs and Defendant Conference.

56. Defendant Conference is an Alabama non-profit corporation doing business in Montgomery County and located at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama. Defendant Conference has the authority to settle litigation, remove churches from the denomination, and release property and assets on behalf of Defendant Conference.

57. Defendant Board of Trustees of the Alabama-West Florida Conference of the United Methodist Church ("Defendant Board") acts as agent and representative of Defendant Conference.

58. Defendant David Graves, in his official capacity as Bishop of Defendant Conference, presides over Defendant Conference and has a place of business at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama.

59. Defendant Debra Bishop is a District Superintendent of the Alabama West Florida Conference who may be served at the Conference's place of business located at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama.

60. Defendant Mike Pearson is a District Superintendent of the Alabama West Florida Conference who may be served at the Conference's place of business located at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama.

61. Defendant Jeff Wilson is a District Superintendent of the Alabama West Florida Conference who may be served at the Conference's place of business located at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama.

62. Defendant Jean Tippit is a District Superintendent of the Alabama West Florida Conference who may be served at the Conference's place of business located at 4719 Woodmere Boulevard, Montgomery, Montgomery County, Alabama.

63. All conditions precedent to bringing this suit, if any, have been satisfied or have otherwise occurred.

JURISDICTION AND VENUE

64. This is an action for declaratory and other relief.

65. This Court has subject-matter jurisdiction over this action pursuant to Ala. Code §§ 12-11-30 and 12-11-31 because the amount in controversy exceeds \$20,000 and because there are equitable issues involved.

66. This Court has personal jurisdiction over Defendants pursuant to Ala. Code § 12-11-33 because they are residents and/or organized under the laws of the State of Alabama.

67. Venue is proper in this Court pursuant to Ala. Code §§6-3-2 and 6-3-7, and Ala. R. Civ. P. 82 because each individual Defendant resides in Montgomery County, each corporate

Defendant has a principal office in Montgomery County, and/or a substantial part of the events giving rise to this Complaint occurred in Montgomery County.

FACTS

Organization of The United Methodist Church

68. Plaintiffs are local churches spread throughout Alabama and West Florida.

69. The UMC is a worldwide, mainline Protestant denomination. While the UMC itself is not incorporated, it acts through units organized as annual conferences, including the Defendants here who exercise authority over Plaintiffs. The highest-level conference, the General Conference, is a global assembly of the UMC that meets regularly every four years.

70. Annual conferences, such as Defendant Conference, are administrative subdivisions of the UMC presided over by a bishop and cabinet who meet annually. Annual conferences (that is, subdivisions of the UMC) are themselves split into geographic districts, each run by a district superintendent who administers and supervises member local churches within that district. For example, Defendant Conference, itself the governing body for Plaintiff Churches, divides up its geographical region into smaller units for ease of administering member churches. Those smaller units are each headed by an official known as the “district superintendent” who operates as the go-between for individual churches and Defendant Conference.

71. The UMC also has a “supreme court” called the Judicial Council which issues binding legal rulings regarding conflicts arising within the UMC.

72. The UMC claims to be the beneficiary of a trust created by the Book of Discipline and allegedly applicable to all the property of the UMC’s churches nationwide. 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 is forfeited and becomes the property of the incorporated annual conference or board of trustees of the geographical conference in which it is located. In this case, this would be Defendant Conference.

Organization of The United Methodist Church and the Book of Discipline

73. The Book of Discipline of the United Methodist Church (2016) (the “Discipline”) is the constitution and governing document of the UMC.¹

74. The Discipline is the connectional covenant that sets forth the terms of the shared contract entered into by all individuals and entities associated with the UMC and to which all persons and entities within the UMC agree to be bound, including Defendants.

75. The General Conference is the only body within the UMC with the authority to pass legislation binding the entire UMC. No other body within the UMC, other than the General Conference, has law-making authority and no entity, body, or person other than the General Conference can amend the Discipline or negate any portion of it. This exclusive authority has been repeatedly affirmed by the UMC Judicial Council and is not a matter in dispute.

Financial Crisis of the UMC and The Alabama-West Florida Conference

76. Since the UMC’s formation in 1968, the denomination has lost nearly half its members in the United States. Since June of 2023, an additional 6,200 congregations have disaffiliated.

77. While nearly 24,000 local congregations in the United States own real property valued in excess of \$65 billion dollars, members are fleeing the denomination in droves and its local conferences, including Defendant Conference, can no longer financially sustain themselves.

¹ A free online version of the 912-page Book of Discipline is available here: <https://www.cokesbury.com/book-of-discipline-book-of-resolutions-free-versions>.

78. In Defendant Conference, 236 congregations have disaffiliated, which equates to almost half of the annual conference.

Plaintiffs' Right to Vote on Disaffiliation from the UMC

79. Plaintiffs also want to vote to determine whether they should amicably disaffiliate from the UMC and Defendants to pursue their deeply held religious beliefs which over time have come to differ from those of the UMC and Defendants.

80. The UMC and Defendants have historically acknowledged multiple paths available under the Discipline by which local churches may disaffiliate and take their property with them without paying a financial ransom.

81. In their requests to disaffiliate, some Plaintiffs invoked one such pathway—¶2548.2 of the Discipline, which provides, in relevant part:

With the consent of the presiding bishop and of a majority of the district superintendents and of the district board of church location and building and at the request... of the membership of the local church, . . . the annual conference may instruct and direct the board of trustees of a local church to deed church property to . . . another evangelical denomination under [a] . . . comity agreement, provided that such agreement shall have been committed to writing and signed and approved by the duly qualified and authorized representatives of both parties concerned.

82. Paragraph 2549 of the Discipline is another example of a pathway local churches have used to disaffiliate from the UMC, providing that if a local church is no longer “maintained by its membership as a place of divine worship of The United Methodist Church,” the church may be closed according to “a plan of transfer of the membership of the local church,” which plan has included the setup of a new corporate entity with all properties transferring to that new entity.

83. Paragraphs 2548.2, 2549, and others have been used for decades as pathways for local churches to disaffiliate from the UMC while retaining their church buildings and property,

and the repeated use of those paragraphs for that purpose constitutes an accepted custom, pattern, and practice of the UMC and Defendants.

84. Plaintiffs relied on those various pathways to disaffiliation in making and maintaining their present affiliation with the UMC and Defendants.

Disaffiliation Pursuant to ¶2553

85. In February 2019, in express recognition of “the current deep conflict within The United Methodist Church,” the General Conference of the UMC adopted ¶2553 of the Discipline, which sets forth a method by which local churches may disaffiliate from the UMC for issues of “conscience” while retaining their real and personal property.

86. Paragraph 2553 sets out a specific procedure and a set of neutral rules, not based on any religious questions or requiring the interpretation of any religious doctrines, whereby a local church may disaffiliate from the UMC and retain its property free of any claim of trust in favor of the UMC. *See* Exhibit A, a true and accurate copy of ¶2553 of the Discipline.

87. By its terms, ¶2553 expires on December 31, 2023, after which member churches may no longer avail themselves of this disaffiliation process.

88. The ¶2553 disaffiliation process commences with a local church, acting through its governing body, requesting the district superintendent (an official under the authority of Defendants) to call a conference of the membership of that local church for the purpose of holding a vote of the membership of the local church on whether the local church wishes to disaffiliate from the UMC. This local church conference is presided over by the district superintendent or an elder designated by the district superintendent. In either case, the presiding officer is operating under the authority of Defendants.

89. With respect to the 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.”

90. Paragraph 248 makes clear that there are two ways in which a church conference may be called by the district superintendent: at his/her own discretion, or when he/she is requested to do so by the pastor of the local church, the local church’s governing body, or 10% of the local church members. When request is made for the purpose of a vote to leave the UMC, the district superintendent’s duty as presiding officer of the vote is purely ministerial and he/she has no discretion not to hold the vote. *See* Exhibit B, a true and accurate copy of ¶248 of the Discipline.

91. At the local church conference presided over by the district superintendent, a vote of the church members present is taken as to whether they wish to disaffiliate from the UMC. If two-thirds of the local church members present and voting vote in *favor* of disaffiliation, then trustees acting for Defendant Conference are directed to negotiate a disaffiliation agreement with the local church’s trustees. That agreement then is presented at a conference meeting of (here) Defendants for a simple majority vote of the delegates present at such regional meeting to ratify the decision of the local church. This ratification vote may occur at the annually scheduled conference of (here) Defendants, or at a conference meeting specially called in addition to the regular annual meeting.

92. Under ¶2553, a bishop of the UMC, such as Defendant David Graves, possesses *no role at all* in the process of disaffiliation.

93. Under ¶2553, district superintendents have the limited and ministerial role of calling a local church conference to consider disaffiliation when a local church requests one, and

of presiding over the local church conference, or designating another presiding officer, when the vote is conducted.

94. The *only* role in the ¶2553 disaffiliation process of a conference board of trustees (Defendant Board here) of an annual conference is to enter into a “binding Disaffiliation Agreement” containing standard terms specified in ¶2553 (all of which are financial or involve otherwise temporal non-religious matters as opposed to spiritual matters), to which a conference board of trustees may add “additional standard terms that are not inconsistent” with the standard terms specified in ¶2553.

95. Paragraph 2553 has a procedural limitation that the disaffiliation process must be completed by December 31, 2023. Apart from that limitation, a local church seeking to disaffiliate need only call for a meeting to vote upon the question presided over by a regional official of (here) Defendant Conference or his/her designated “elder,” and present the results of a favorable vote to a meeting of (here) Defendant Conference for ratification. Thereafter, trustees working as part of (here) Defendants must negotiate a financial separation agreement between (here) Defendant Conference and Plaintiffs. If these steps occur prior to December 31, 2023, the disaffiliation is proper under the Discipline.

96. No provision of ¶2553 gives Defendants the authority to pause, stop, or delay the disaffiliation process, or to prevent local churches from meeting the ¶2553 deadline.

97. On August 22, 2022, the Judicial Council released a decision holding that ¶2548.2 of the Discipline could no longer be used for the purpose of deeding and transferring church property to the membership of a local church, thus eliminating an alternative pathway to ¶2553 for local churches to disaffiliate while retaining their property. *See* Exhibit C, a true and accurate copy of JCD #1449.

Financial Obligations under ¶2553

98. Paragraph 2553 sets out certain financial commitments a local church must satisfy if they wish to disaffiliate without surrendering their property, such as apportionments (¶2553.4(b)) and pension liabilities (¶2553.4(d)).

99. Although Plaintiffs have paid annual apportionments to Defendant Conference for decades, totaling in the millions of dollars, the burdensome and previously non-existent “financial obligations” under ¶2553 include a purported “unfunded pension obligation.”

100. To the extent there is any “unfunded pension obligation,” Defendants have discretionary funds available that could be used to fund a portion, if not all, of the unfunded pension liability that Defendants claim exists.

101. Nevertheless, the “unfunded pension obligation” does not exist. WesPath Benefits and Investments, a general agency of the UMC and operator of its pension funds, has more than \$29 billion in assets, an amount more than sufficient to cover pension liabilities for current enrollees for decades to come.

102. To the extent Defendants are truly facing any “unfunded pension obligation” despite the aforementioned substantial assets, that deficiency is the result of Defendants’ own grossly negligent financial mismanagement.

Unjust enrichment by Defendant Conference

103. Plaintiffs have paid for and maintained their own properties, parsonages, cemeteries, and ministry facilities, in some cases for decades.

104. Plaintiffs have paid for their ministers and all said ministers’ benefits.

105. In addition to paying all costs and expenses to operate their local churches for the benefit of their local communities, Plaintiffs have voluntarily donated funds back to Defendant Conference—as a charitable donation—to help fund the institutional infrastructure, with no services being rendered by Defendant Conference in exchange for Plaintiffs’ financial support.

106. Plaintiffs have also been paying annual apportionments to Defendants for decades totaling in the millions of dollars.

107. Upon information and belief, Defendants are seeking now to inflict these financial obligations on Plaintiffs not because there is a financial need or any legitimate contractual basis, but instead (1) to penalize Plaintiffs for disaffiliating, (2) to restrict Plaintiffs’ freedom of religion, and (3) to the extent there are unfunded liabilities in the pension fund, to repair the fiscal damage Defendants’ grossly negligent mismanagement of that fund has caused.

Disaffiliation According to ¶2553 in Defendant Conference

108. Defendant Conference announced in mid-Spring 2022 that there would be a disaffiliation process in accordance with ¶2553. Defendant Board promulgated rules that were released and subsequently used by 236 churches to disaffiliate.

109. This process, as defined by Defendant Board, included three opportunities for churches to have Defendants approve their disaffiliation: a November 2022 special called annual conference, a May 7, 2023, virtual special called annual conference, and a final special called annual conference in November of 2023.

110. Given the three opportunities, Defendants emphasized to Plaintiffs that they should take their time and not rush the process.

111. On June 13, 2023, after the May virtual special called annual conference where 193 churches disaffiliated, Defendant Board released an updated policy and process for

disaffiliation effective June 5, 2023, which updated policy is attached as Exhibit D. That new policy was put in place only a week before the regularly scheduled June annual conference, denying the delegates any opportunity to challenge it.

112. Defendant Board believed they could change ¶2553's procedures per Judicial Counsel Ruling 1425, which states that "the Trustees of an Annual Conference has the authority to adopt procedures in addition to the ones enacted by the General Conference in 2019, as long as those procedures are not inconsistent with Para. 2553 of the *BOD*." (See attached Exhibit E.)

113. Defendant Board's updated procedures required an "eligibility statement" which was to "specifically say what 'change in the requirements and provisions of the 2019 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,' delineated above, and/or their 'reasons of conscience' related to the 'actions or inactions' of the AWF Annual Conference with which they disagree." (See attached Exhibit D.)

114. Between March, prior to this updated procedure, and June 2023, more than 50 churches, including Plaintiffs, entered into the disaffiliation process to be voted on during the November 2023 special called annual conference, which was announced as the last opportunity for disaffiliation.

115. After the updated procedure, Plaintiffs complied with the new requirements and submitted their eligibility letters.

116. Defendant Board approved only two of the 50 with the traditionalist view point and all Plaintiffs were denied. There was no rhyme or reason to the unexplained denials; the facts, eligibility letters, and timeline for their requests for disaffiliation were identical.

117. Defendant Board's change in the procedure was not a mere modification of the

process. Rather, it was engineered with the intent of preventing the last group of churches from disaffiliating.

118. The eligibility letter and updated criteria equated to the termination of the ¶2553 disaffiliation process for the final group of churches due to Defendant Conference's desire to keep any additional churches from leaving.

119. There was no formula and no explanation provided, just a form letter summarily denying Plaintiffs.

The Local Church's Property

120. Use of the purported denominational trust to force Plaintiffs to stay in the UMC and/or force them to pay unnecessary financial obligations is unlawful and against Alabama public policy, as it infringes on Plaintiffs' fundamental rights to property and freedom of religion.

121. Alabama Courts abstain from interfering with disputes among religious corporations that involve strictly doctrinal issues; however, Alabama Courts afford judicial review in matters involving disputes over the ownership of church property where relief is sought based only on neutral principles of law. *Harris v. Apostolic Overcoming Holy Church of God, Inc.*, 457 So. 2d 385, 387 (Ala. 1984).

122. Paragraphs 2553, 2548.2, and 2549 of the Discipline are neutral terms that can be reviewed and interpreted by a secular court using neutral principles of law and that do not involve any religious or ecclesiastical questions that would offend the First Amendment to the United States Constitution or Alabama's Constitution.

123. Nevertheless, upon information and belief, Defendants will seek to block Plaintiffs from obtaining judicial review by arguing this property dispute is ecclesiastical in

nature, thereby intending judicial abstention to impede Plaintiffs' remedy as well as their freedom of religion under the Alabama Constitution and the First Amendment to the United States Constitution.

124. In sum, according to Defendants:

- a. Plaintiffs are trustees, holding their church buildings, land, and personal property in an irrevocable trust for the benefit of the UMC and Defendants;
- b. The UMC recently closed the pathways previously used by local churches to disaffiliate from the UMC without paying "financial obligations";
- c. The newly enacted ¶2553 is the only remaining path for Plaintiffs to disaffiliate;
- d. Plaintiffs can only disaffiliate from the UMC if they either (1) abandon their personal property, church buildings, and land, or (2) obtain the permission of Defendants and pay substantial financial penalties;
- e. If Plaintiffs do not elect one of these choices by December 31, 2023, they will lose all ability to disaffiliate and retain their church buildings, land, and personal property despite that the UMC no longer shares their beliefs;
- f. Defendants can, nevertheless, engineer a false "procedure" by which ¶2553 is essentially nullified; and
- g. Plaintiffs have no recourse in the secular courts of this State because the court (or any court in the United States) lacks jurisdiction over Defendants.

125. Defendants' position is against public policy and violates the fundamental principles of fairness and the equitable power of the court.

126. The secular courts of Alabama may, and indeed must, apply neutral principles of law to protect Plaintiffs' property interests.

127. Defendants' conduct confirms that there has been a substantial change—or attempted change—in how much freedom local churches have to disaffiliate, in the disaffiliation procedure, and in their relationship with Defendants and the UMC.

128. At the time Plaintiffs affiliated with the UMC and throughout their affiliation, they never intended to permanently subjugate their freedom of religion to the approval of the UMC and Defendants, nor did they intend for their church property to be held for substantial ransom under an irrevocable trust even after their disaffiliation.

129. Plaintiffs, who are settlors of the alleged denominational trust, intended to use their property in accordance with their affiliation with the UMC so long as the affiliation was consistent with their deeply held religious beliefs. It was their intent and understanding that the terms of any trust created by the Discipline would still allow them to disaffiliate and retain their property in the event the UMC adopted doctrines and practices radically and fundamentally opposed to those in existence at the time Plaintiffs affiliated with the UMC. To the extent any term of the Discipline limits such disaffiliation, that term was affected by a mistake of fact or law.

130. Plaintiffs also intended that they would be the trustee of any trust in which they placed their church property and as such, would be able to exercise all authority and powers vested in trustees under Alabama law. To the extent any term of the Discipline allegedly empowers the UMC or Defendants to interfere in the exercise of those powers, that term was affected by a mistake of fact or law and is unlawful.

COUNT I – DECLARATORY JUDGMENT
(Plaintiffs v. Defendants)

131. Plaintiff Churches adopt and incorporate paragraphs 1-130 as if fully stated herein.

132. Pursuant to the Declaratory Judgments Act, Ala. Code § 6-6-221 *et seq.*, any person interested under a deed, written contract, or other writing constituting a contract “may have determined any question of construction or validity arising under the instrument... and obtain a declaration of rights, status or other legal relations thereunder.” Ala. Code § 6-6-223.

133. Ala. Code § 6-6-225(3) provides, in relevant part, that any person interested as a fiduciary in the administration of a trust, “may have a declaration of rights or legal relations in respect thereto... [t]o determine any question arising in the administration of the... trust, including questions of construction of wills and other writings.”

134. To the extent any trust does exist, the Discipline makes Plaintiffs both the settlor and the trustee of their respective trusts.

135. All persons with a possible interest have been joined herein.

136. Paragraph 2501 of the Discipline provides, in pertinent part:

All 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*.

* * *

The United Methodist Church is organized as a connectional structure, and titles to all real and personal, tangible and intangible property held . . . by a local church or charge, or by an agency or institution of the Church, shall be held in trust for The United Methodist Church and subject to the provisions of its *Discipline*.

* * *

The trust is and always has been irrevocable, except as provided in the *Discipline*.

(Italics in original.)

137. Paragraph 2503 of the Discipline sets forth the following trust language to be incorporated into the deeds to real property owned by the local churches:

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appointments of said Church as from time to time authorized and declared by the General

Conference and by the annual conference within whose bounds the said premises are situated.

(Italics in original.)

138. Defendants claim that language from ¶¶2501 and 2503 creates an irrevocable trust for the benefit of the UMC.

139. Ala. Code § 10A-20-2.03(a) provides:

Unless otherwise clearly stated in the deed or other instrument under which any church corporation organized under this article derives title or unless afterwards approved by a majority of the adult members of the congregation of the church at a meeting held after announcement from the pulpit of the church at least seven days from the date of the announcement, the church corporation, whether heretofore or hereafter organized and incorporated under this article, shall be, and shall remain, a distinct and independent church corporation free from the regulation and control of any higher church body, denomination, or other organization with which it is now, or hereafter, associated or affiliated insofar as the management, control, disposition, or alienation of its real property is concerned.

140. Plaintiffs are church corporations and as such, are statutorily “free from the regulation and control” of the UMC and Defendants “insofar as the management control, disposition, or alienation” of their real property is concerned, unless otherwise “clearly stated in the deed” or “approved by a majority” of the church members.

141. Plaintiffs’ deeds do not clearly state otherwise, nor has the surrender of their property to the UMC or Defendants been approved by a majority of their adult members.

142. Further, Ala. Code § 19-3B-1301 provides, in relevant part: “No trust concerning lands... can be created, unless by instrument in writing, signed by the party creating or declaring the same, or his or her agent or attorney lawfully authorized thereto in writing.”

143. There is no written trust document signed by Plaintiffs.

144. With the recent material changes to the disaffiliation process, Defendants are using the trust for the purposes of, *inter alia*, blocking Plaintiffs from disaffiliating, penalizing

them for their deeply held religious beliefs, and replacing money lost due to Defendants' gross mismanagement of the pension fund.

145. These purposes were not contemplated by Plaintiffs at the time they affiliated with the UMC and are contrary to their intent when any purported trust was formed. Moreover, the purposes of the purported trust have become unlawful, contrary to public policy, and impossible to achieve.

146. A bona fide justiciable controversy exists between Plaintiffs and Defendants with respect to Plaintiffs' direct, substantial, and present interest to own, manage, control, dispose of, alienate, or otherwise convey property deeded to, titled to, or otherwise owned by Plaintiffs.

147. Plaintiffs wish to have all uncertainty and insecurity as to the legal and equitable ownership of their property removed by way of judicial declaration, which declaration will terminate the controversy or remove the uncertainty.

148. Absent the Court's intervention in this ongoing, active controversy, Plaintiffs will be prevented from disaffiliating from the UMC and/or will have their property held hostage and their constitutional religious and property rights violated.

149. Accordingly, Plaintiffs are entitled to a declaratory judgment from the Court declaring that:

- a. Plaintiffs are independent church corporations under Ala. Code § 10A-20-2.03(a), free from the regulation and control of the UMC insofar as their real property is concerned; and/or
- b. There is no valid trust because there is no written trust document signed by Plaintiffs; and/or

- c. Defendants' use of the purported trust to penalize Plaintiffs and impede their disaffiliation is inconsistent with Plaintiffs' intent at the time they affiliated with the UMC and purportedly placed their property in trust; and/or
- d. The terms of the trust were affected by a mistake of fact or law; and/or
- e. The trust has terminated because the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve; and/or
- f. To the extent the trust has not terminated, it is amended/reformed to be revocable; and/or
- g. Plaintiffs are entitled to the quiet, exclusive, uninterrupted, and peaceful possession of their respective properties (real and personal) without any interference from Defendants.

**COUNT II – JUDICIAL MODIFICATION, TERMINATION,
OR REFORMATION OF THE TRUST**
(Plaintiffs v. Defendants)

150. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

151. Plaintiffs are each the settlor and trustee of the trust purportedly created by the Discipline with respect to their own church property.

152. Ala. Code § 19-3B-1301 provides, in relevant part: “No trust concerning lands... can be created, unless by instrument in writing, signed by the party creating or declaring the same, or his or her agent or attorney lawfully authorized thereto in writing.”

153. No such signed trust document exists, rendering the purported trust void.

154. Pursuant to Ala. Code § 19-3B-410, a trust may be terminated if it becomes “contrary to public policy.”

155. This Court may also reform a trust pursuant to Ala. Code § 19-3B-415:

The court may reform the terms of a trust, even if unambiguous, to conform the terms to the settlor's intention if it is proved by clear and convincing evidence that both the settlor's intent and the terms of the trust were affected by a mistake of fact or law, whether in expression or inducement.

156. Pursuant to Ala. Code § 19-3B-413(a)(3): "the court may apply cy-pres to modify or terminate a trust by directing that the trust property be applied or distributed, in whole or in part, in a manner consistent with the settlor's charitable purposes."

157. The intent of the settlor of a trust is the law of the trust and a court must give it effect if not inconsistent with some established rule of law or public policy.

158. At the time Plaintiffs affiliated with the UMC, it was their understanding and intent that there was a path to disaffiliate, if necessary, without either abandoning their long-held church property or paying what amounts to a large fine.

159. Paragraphs 2548.2 and 2549 of the Discipline are material provisions that Plaintiffs relied upon when joining the UMC.

160. Defendants' position that the newly enacted ¶2553 is now the means by which Plaintiffs must disaffiliate with their property, divests Plaintiffs of their vested property rights without their consent.

161. Defendants' actions in creating a false "procedure" intended to prevent Plaintiffs even from utilizing ¶2553 divests Plaintiffs of their vested property rights without their consent.

162. The current circumstances were not, and could not have been, anticipated by Plaintiffs when they joined the UMC and purportedly put their property in trust and as such, the terms of the trust were affected by a mistake of fact or law, whether in expression or inducement.

163. The current situation is unconscionable, inequitable, and contrary to public policy, and Plaintiffs' intentions, as settlors of their respective trusts, have become impracticable or impossible.

164. Plaintiffs wish to have their respective trusts terminated, or alternatively, reformed or modified to have themselves clearly established as the trustee, with all power to revoke the trust and/or dispose of the property as Alabama law allows, and consistent with their original intent and understanding when the trust was purportedly created.

COUNT III – FRAUD AND DECEIT
(Plaintiffs v. Defendants Board and Graves)

165. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

166. Defendants Board and Graves willfully made false statements of material fact to Plaintiffs, including that they would be allowed to disaffiliate according to the plan, timeline, dates, and process provided to Plaintiffs in the Spring of 2022.

167. The process provided three opportunities for Plaintiffs to have Defendants vote on their disaffiliation: November of 2022, May of 2023, and November of 2023.

168. This process giving Plaintiffs the option to pick their timeline according to their individual needs and by which many churches successfully disaffiliated, induced Plaintiffs to rely on this plan.

169. Defendants Board and Graves subsequent engineering of additional "procedures" intended to eliminate Plaintiffs' use of ¶2553 constitutes deceit, as their willful misrepresentations induced reliance by Plaintiffs to their injury, causing Plaintiffs to lose eligibility for ¶2553 disaffiliation.

170. The addition of the eligibility statement amounted to an engineered termination of Plaintiffs' right to disaffiliate under ¶2553. Plaintiffs' reasons for disaffiliating, as expressed in

the newly required statements, were exactly the same as the previous 236 churches that successfully disaffiliated prior to the new “process.”

171. Plaintiffs’ eligibility statements were summarily refused without any explanation or reasoning, simply a form letter stating they were “ineligible.”

172. Defendants’ additional procedure was an attempt to use Judicial Counsel Ruling 1425 as a cover for their true intent, which was to summarily disallow Plaintiffs from disaffiliating.

173. Alternatively, Defendants Board and Bishop’s misrepresentations were made recklessly or accidentally, inducing Plaintiffs to act thereon to their injury, constituting legal fraud.

174. As a direct result of Defendants’ legal fraud and/or deceit, Plaintiffs have suffered injury, including but not limited to the deprivation of valuable property rights.

COUNT IV – FRAUD AND DECEIT

(Plaintiffs, individually and on behalf of the Conference v. Defendants Board and Graves)

175. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

176. Defendant Board has the authority to manage, convey, buy, sell, and release property and assets on behalf of the Conference.

177. Defendant Graves is the Resident Bishop and Principal presiding over the Conference.

178. Defendants Board and Graves were in a position of power, authority, and influence over Plaintiffs and the Conference.

179. Defendants Board and Graves owed Plaintiffs and all other churches within the Conference a duty to disclose all material facts related to the management of the Conference and its resources.

180. Defendant Board, in particular, owes a statutorily imposed duty and is accountable to Plaintiffs and the Conference for the use and management of the Conference and its property.

181. Defendants Board and Graves withheld from Plaintiffs and the Conference material facts related to the use and purpose of the discretionary funds controlled by them, including the management of the Conference pension funds.

182. Such concealment was done in such a manner as to deceive and mislead, and it induced Plaintiffs and the Conference to continue contributing funds to further enrich the bank accounts under Defendants' control.

183. In the alternative, to the extent the Conference pension fund actually has unfunded liabilities, said liabilities are the result of gross mismanagement, which mismanagement was a material fact that Defendants Board and Graves concealed from Plaintiffs.

184. Plaintiffs justifiably relied on Defendants Board and Graves' misrepresentations and/or concealments in that they paid millions of dollars in apportionments and entrusted them with the use of their real and personal property, including real property that in some cases had been in Plaintiffs' congregations for generations, and have devoted decades of ministerial services in support of Defendants and the UMC.

185. As a result of Defendants' deceit and Plaintiffs' justifiable reliance, Plaintiffs have been injured.

COUNT V – BREACH OF FIDUCIARY DUTY
(Plaintiffs, individually and on behalf of the Conference v. Defendants Board and Graves)

186. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

187. Defendant Board has the authority to manage, convey, buy, sell, and release property and assets on behalf of the Conference.

188. Defendant Graves is the Resident Bishop and Principal presiding over the Conference.

189. Defendants Board and Graves had a fiduciary duty to act in good faith and in the best interests of Plaintiffs and the Conference, and a duty to disclose all material facts related to the management of the Conference and its resources.

190. By virtue of Defendants' positions, Plaintiffs reposed a special trust or confidence in them by paying millions of dollars in apportionments, entrusting them with the use of their real and personal property, including real property that in some cases had been in their congregations for generations, and devoting decades of ministerial services in support of Defendants and the UMC.

191. Plaintiffs and the Conference placed special trust and confidence in Defendants Board and Graves to manage these resources, and the Conference in general, for the best interest of Plaintiffs and the Conference, and in accordance with the long-held characteristic doctrines, usages, customs, and practices of the UMC.

192. Defendants Board and Graves used their position as fiduciaries to the detriment of Plaintiffs and the Conference and to their own benefit, financial and otherwise.

193. Defendants Board and Graves have leveraged their purported control over the denominational trust and Plaintiffs' property to penalize Plaintiffs for their religious beliefs, impede their disaffiliation, and extract a ransom from Plaintiffs to unjustly enrich the bank accounts under Defendants' control.

194. Defendants Board and Graves provided a timeline that outlined three opportunities for disaffiliation and recommended to Plaintiffs that they not rush the process.

195. Defendants Board and Graves made false statements to Plaintiffs, including that

the Conference would allow time for each of the three groups of churches to go through the process and be eligible for disaffiliation under ¶2553, just as 6,200 other churches across the county had done.

196. Defendants' engineered a phony new requirement for the sole purpose of summarily denying Plaintiffs of their right to use ¶2553 to disaffiliate, and from which Plaintiffs had no recourse.

197. The actions of Defendants Board and Graves are in bad faith and constitute a breach of their fiduciary duty, causing injury to Plaintiffs and the Conference.

COUNT VI – UNJUST ENRICHMENT
(Plaintiffs v. Defendants)

198. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

199. Paragraphs 2548.2, 2549, and others in the Discipline have been used for decades as pathways for local churches to disaffiliate from the UMC while retaining their church buildings and property. The repeated use of those paragraphs for that purpose is a custom, pattern, and practice of the UMC and Defendants.

200. To the extent Plaintiffs placed their real and personal property into a trust for the benefit of the UMC and Defendants, they did so in reliance upon those provisions and this long-established course of conduct believing that, under circumstances that apply here, they could disaffiliate and take their property with them.

201. If Plaintiffs are found to have conveyed their church buildings and other property to Defendants, then they did so under a mistake of fact or in misreliance on a right or duty.

202. Furthermore, in foreclosing the exit Plaintiffs believed they had and creating a new one that is only available through payment of a financial ransom, or not available at all as a result of Defendants' new "process," Defendants have engaged in unconscionable conduct such

as fraud or abuse of a confidential relationship.

203. Plaintiffs did not confer the benefit of their real and personal property on the UMC and Defendants gratuitously, they did so with the reasonable expectation that the UMC and Defendants would not try to take their property without just compensation.

204. Defendants and the UMC consciously and knowingly accepted the benefit of the trust purportedly containing Plaintiffs' real and personal properties, then unilaterally changed the rules to keep that property, unjustly enriching themselves in the measurable amount of the value of Plaintiffs' property.

205. As a result of Defendants unjust enrichment, Plaintiffs have suffered injury, including but not limited to the deprivation of valuable property rights.

COUNT VII – PROMISSORY ESTOPPEL
(Plaintiffs v. Defendants)

206. Plaintiffs adopt and incorporate paragraphs 1-130 above as if fully stated herein.

207. Paragraphs 2548.2, 2549, and others in the Discipline have been used for decades as pathways for local churches to disaffiliate from the UMC while retaining their church buildings and property. The repeated use of those paragraphs for that purpose is a custom, pattern, and practice of the UMC and Defendants, and a promise reasonably expected to induce action or forbearance by Plaintiffs.

208. Plaintiffs relied on these pathways and promises both in making and maintaining their affiliation with the UMC and Defendants.

209. Plaintiffs' reliance on the availability of Paragraphs 2548.2 and 2549 was reasonable and foreseeable by Defendants.

210. Defendants have now refused Plaintiffs' requests to disaffiliate unless they do so under the newly minted ¶2553 by paying previously non-existent "financial obligations" or

relinquishing their property.

211. Defendants have now further refused Plaintiffs' requests to disaffiliate even under the very process they designed in ¶2553.

212. Plaintiffs acted in reliance on, and have been injured by, Defendants' promises.

213. Injustice can only be avoided by enforcing the paths to disaffiliation previously available under the Discipline, honored by Defendants, and relied upon by Plaintiffs.

COUNT VIII – BREACH OF CONTRACT
(Plaintiffs v. Defendants)

214. Plaintiffs adopt and incorporate paragraphs 1-130 as if fully stated herein.

215. The Discipline is a contract entered into by units of the UMC, including Plaintiffs and Defendants, and by their actions and their oaths of ministry or membership, all parties are bound by it.

216. Defendants have breached the contract by refusing to allow Plaintiffs to disaffiliate pursuant to the still-existing provisions of the Discipline that have long been used for that purpose and upon which Plaintiffs relied when joining the UMC and placing their property in trust.

217. Defendants have further breached the contract by refusing to allow Plaintiffs to disaffiliate under the newly created ¶2553, which was designed for the very purpose of allowing them to disaffiliate for issues of conscience.

218. Defendants have yet further breached the contract by mismanaging the Conference pension fund, thereby creating the liabilities they now seek to impose upon Plaintiffs as part of the punitive payment demanded for disaffiliation.

219. As a result of Defendants' breaches, Plaintiffs have suffered injury, including but not limited to the deprivation of valuable property rights.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

- a. A declaration as set forth in paragraph 149 above:
- b. An order terminating the purported trust or, alternatively, modifying or reforming any such trust to clarify that it is revocable and that Plaintiffs can exercise authority as Trustees, free from any interference by Defendants or the UMC;
- c. Alternatively, all money damages necessary to make Plaintiffs whole, estimated at this time to be in excess of \$50,000,000;
- d. An award of pre-judgment and post-judgment interest as permitted by law;
- e. An award of attorneys' fees and costs as permitted by law; and
- f. Such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury for all issues so triable.

Date: 11/1/23

NATIONAL CENTER FOR LIFE & LIBERTY

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ⁱ Amended due to corrections needing to be made to the plaintiff list of churches