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15 Attorney for Plaintiffs
16 Kum Ran United Methodist Church,
17 La Palma Korean United Methodist Church,
18 Evangelical United Methodist Church,
19 Bell Memorial United Methodist Church,
20 Lemon Grove United Methodist Church,
21 North Clairemont United Methodist Church dba
22 Clairemont Christian Fellowship,
23 Christ Our Savior United Methodist Church in Quartz Hill,
24 and First United Methodist Church of Fountain Valley dba The
25 Fount

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

18 KUM RAN UNITED METHODIST
19 CHURCH; LA PALMA KOREAN UNITED
20 METHODIST CHURCH; EVANGELICAL
21 UNITED METHODIST CHURCH; BELL
22 MEMORIAL UNITED METHODIST
23 CHURCH; LEMON GROVE UNITED
24 METHODIST CHURCH; NORTH
25 CLAIREMONT UNITED METHODIST
26 CHURCH DBA CLAIREMONT
27 CHRISTIAN FELLOWSHIP; CHRIST
28 OUR SAVIOR UNITED METHODIST
CHURCH IN QUARTZ HILL; and FIRST
UNITED METHODIST CHURCH OF
FOUNTAIN VALLEY dba THE FOUNT,

CASE NO. **24AHCV00231**

COMPLAINT FOR:

1. **DECLARATORY RELIEF;**
2. **JUDICIAL MODIFICATION, TERMINATION, OR REFORMATION OF TRUST;**
3. **BREACH OF FIDUCIARY DUTY;**
4. **UNJUST ENRICHMENT;**
5. **PROMISSORY ESTOPPEL;**
6. **BREACH OF CONTRACT; and**
7. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

Plaintiffs,

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v.

CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH; DOTTIE ESCOBEDO-FRANK in her capacity as Bishop of the California-Pacific Conference of the United Methodist Church; BOARD OF TRUSTEES OF THE CALIFORNIA-PACIFIC CONFERENCE OF THE UNITED METHODIST CHURCH; EAST DISTRICT UNION OF THE CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH; NORTH DISTRICT UNION OF THE CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH; SOUTH DISTRICT UNION OF THE CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH; WEST DISTRICT UNION OF THE CALIFORNIA-PACIFIC ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH; UNITED METHODIST WOMEN OF THE CALIFORNIA-PACIFIC CONFERENCE OF THE UNITED METHODIST CHURCH; REVEREND DR. TOM CHOI, in his capacity as District Superintendent of the California-Pacific Conference of the United Methodist Church; REVEREND MOONYOUNG LEE, in her capacity as District Superintendent of the California-Pacific Conference of the United Methodist Church; REVEREND MELISSA ROUX MACKINNON, in her capacity as District Superintendent of the California-Pacific Conference of the United Methodist Church; REVEREND DR. SIOSAIA TU'ITAHU, in her capacity as District Superintendent of the California-Pacific Conference of the United Methodist Church; REVEREND SANDRA K. OLEWINE, in her capacity as District Superintendent of the California-Pacific Conference of the United Methodist Church; and DOES 1 THROUGH 10, inclusive,
Defendants.

For their Complaint against Defendants, Plaintiffs state as follows:

INTRODUCTION

1. Plaintiff Churches wish to disaffiliate from the international entity known as The United Methodist Church (the “UMC”) to pursue their deeply held religious beliefs, some of which are at odds with the UMC’s current practices, but the specifics of which are irrelevant to

1 this action. After laying out the plan by which Plaintiffs could disaffiliate with their real property
2 and invoking Plaintiffs' reliance on that plan, Defendants have now revoked that plan and are
3 attempting to prevent their disaffiliation, exercising leverage over Plaintiffs by holding their
4 church buildings and property hostage. Plaintiffs relied to their detriment on this plan.
5 Defendants claim Plaintiffs' property is encumbered by an irrevocable trust for the benefit of the
6 UMC and the only way for Plaintiffs to disaffiliate without surrendering their buildings and
7 property that are central to their congregations' ability to assemble to worship is by the
8 permission of the UMC and payment of a financial ransom.

9 2. Defendants' position is inconsistent with the decades-long pattern and practice of
10 the UMC to allow local churches to disaffiliate and retain their church property without paying a
11 ransom. Defendants' conduct is also a direct violation of Defendants' own explicit procedure
12 found in its governing documents allowing Plaintiffs to disaffiliate and allowing Plaintiffs to take
13 their properties with them – a procedure that requires no determination of church religious
14 doctrine. Their position also reflects a substantial material change in circumstances that was not
15 anticipated by either Plaintiffs or Defendants at the time Plaintiffs affiliated with the UMC.
16 Continued enforcement of the alleged trust as a mechanism to penalize Plaintiffs for
17 disaffiliating is unlawful and contrary to the intent of the parties.

18 3. Plaintiffs bring this action to (1) compel Defendants to act in compliance with the
19 governing documents and on which Plaintiffs relied; (2) seek relief from the uncertainty,
20 insecurity, and controversy arising from Defendants' refusal to allow them to disaffiliate from
21 the UMC while retaining their property; (3) reform or terminate the trust to conform to the
22 parties original intent; and most importantly, (4) protect Plaintiff Churches' freedom to assemble
23 and worship as they see fit. Like all Californians, the thousands of members of the Plaintiffs'
24 churches are protected by the California Constitution which provides that the:

25 Free exercise and enjoyment of religion without discrimination or preference
26 are guaranteed. CA Const. art. 1 sec. 4.

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PARTIES

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2 4. Plaintiff Kum Ran United Methodist Church is an incorporated religious entity
3 located, conducting operations, and with its principal or registered office at 3153 West Marine
4 Avenue, Gardena, California 90249.

5 5. Plaintiff La Palma Korean United Methodist Church is an incorporated religious
6 entity located, conducting operations, and with its principal or registered office at 8111 Walker
7 Street, La Palma, California 90623.

8 6. Plaintiff Evangelical United Methodist Church is an incorporated religious entity
9 located, conducting operations, and with its principal or registered office at 10262 S. Colima
10 Avenue, Whittier, California 90603.

11 7. Plaintiff Bell Memorial United Methodist Church is an incorporated religious
12 entity located, conducting operations, and with its principal or registered office at 1747 Nogales
13 Street, Rowland Heights, California 91748.

14 8. Plaintiff Lemon Grove United Methodist Church is an incorporated religious
15 entity located, conducting operations, and with its principal or registered office at 3205
16 Washington Street, Lemon Grove, California 91945.

17 9. Plaintiff North Clairemont United Methodist Church dba Clairemont Christian
18 Fellowship is an incorporated religious entity located, conducting operations, and with its
19 principal or registered office at 4570 Mount Herbert Avenue, San Diego, California 92117.

20 10. Plaintiff Christ Our Savior United Methodist Church is an incorporated religious
21 entity located, conducting operations, and with its principal or registered office at 5025 West
22 Columbia Way, Quartz Hill, California 93536.

23 11. Plaintiff First United Methodist Church of Fountain Valley dba The Fount is an
24 incorporated religious entity located, conducting operations, and with its principal or registered
25 office at 18225 Bushard Street, Fountain Valley, California 92708.

26 12. Plaintiffs are local churches affiliated with the UMC through their annual
27 conference, Defendant California-Pacific Conference of the United Methodist Church
28 (“Defendant Conference,” “California-Pacific Conference, “Cal-Pac,” or “Conference”).

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

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

5 15. The UMC is not named as a defendant herein because it is not a legal entity that
6 can sue or be sued per the church’s governing documents, the 2016 Book of Discipline ¶2501.
7 The UMC is unincorporated and incapable of holding property; therefore, it does not and cannot
8 own any of Plaintiffs’ property per the 2016 Book of Discipline ¶2501.

9 16. The UMC is not a hierarchal religious organization, but rather, a covenant-based
10 organization wherein all its affiliates, including Plaintiffs and Defendants, are in a covenant-
11 based relationship. There is no corporate relationship between Plaintiffs and Defendant
12 Conference.

13 17. Defendant Conference is a California non-profit corporation doing business in
14 Los Angeles County with its principal place of business located 110 S. Euclid Avenue, Pasadena,
15 California. Defendant Conference has the authority to settle litigation, remove churches from the
16 denomination, and release property and assets on behalf of Defendant Conference.

17 18. Defendant Board of Trustees of the California-Pacific Conference of the United
18 Methodist Church (“Defendant Board”) acts as agent and representative of Defendant
19 Conference.

20 19. Defendant Dottie Escobedo-Frank, in her official capacity as Bishop of Defendant
21 Conference, presides over Defendant Conference and has a place of business at 110 S. Euclid
22 Avenue, Pasadena, California.

23 20. Defendant East District Union of the California-Pacific Annual Conference of the
24 United Methodist Church is a California non-profit corporation doing business in Los Angeles
25 County with its principal place of business located at 110 S. Euclid Avenue, Pasadena,
26 California.

27 21. Defendant North District Union of the California-Pacific Annual Conference of
28 the United Methodist Church is a California non-profit corporation doing business in Los

1 Angeles County with its principal place of business located at 110 S. Euclid Avenue, Pasadena,
2 California.

3 22. Defendant South District Union of the California-Pacific Annual Conference of
4 the United Methodist Church is a California non-profit corporation doing business in Los
5 Angeles County with its principal place of business located at 110 S. Euclid Avenue, Pasadena,
6 California.

7 23. Defendant West District Union of the California-Pacific Annual Conference of
8 the United Methodist Church is a California non-profit corporation doing business in Los
9 Angeles County with its principal place of business located at 110 S. Euclid Avenue, Pasadena,
10 California.

11 24. Defendant United Methodist Women of the California-Pacific Conference of the
12 United Methodist Church is a California non-profit corporation doing business in Los Angeles
13 County with its principal place of business located at 110 S. Euclid Avenue, Pasadena,
14 California.

15 25. Defendant Reverend Dr. Tom Choi, in his capacity as District Superintendent of
16 the California-Pacific Conference of the United Methodist Church, presides over Defendant
17 Conference and has a place of business at 110 S. Euclid Avenue, Pasadena, California.

18 26. Defendant Reverend MoonYoung Lee, in her capacity as District Superintendent
19 of the California-Pacific Conference of the United Methodist Church, presides over Defendant
20 Conference and has a place of business at 110 S. Euclid Avenue, Pasadena, California.

21 27. Defendant Reverend Melissa Roux MacKinnon, in her capacity as District
22 Superintendent of the California-Pacific Conference of the United Methodist Church, presides
23 over Defendant Conference and has a place of business at 110 S. Euclid Avenue, Pasadena,
24 California.

25 28. Defendant Reverend Dr. Soisaia Tu'Itahi, in her capacity as District
26 Superintendent of the California-Pacific Conference of the United Methodist Church, presides
27 over Defendant Conference and has a place of business at 110 S. Euclid Avenue, Pasadena,
28 California.

1 29. Defendant Reverend Sandra K. Olewine, in her capacity as District
2 Superintendent of the California-Pacific Conference of the United Methodist Church, presides
3 over Defendant Conference and has a place of business at 110 S. Euclid Avenue, Pasadena,
4 California.

5 30. The true names or capacities, whether individual, corporate, associate, or
6 otherwise, of Defendants named fictitiously as DOES 1 through 10, inclusive, are unknown to
7 Plaintiffs. Plaintiffs are informed and believe, and therefore allege, that each of the fictitiously
8 named Defendant is a supervisor, administrator or manager making the decisions on behalf of
9 Defendants or in some manner was liable to Plaintiffs, and therefore sue these Defendants by
10 such fictitious names pursuant to Code of Civil Procedure Section 474. Plaintiffs will amend this
11 Complaint to show the true and correct names and capacities of these fictitiously named
12 Defendants when the same have been ascertained.

13 31. Plaintiffs are informed and believe, and therefore allege, that at all relevant times
14 mentioned in this Complaint, Defendants, and each of them, were the agents, employees, and/or
15 representatives of each other, and are jointly and severally liable to Plaintiffs.

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

18 **JURISDICTION AND VENUE**

19 33. This is an action for declaratory and other relief.

20 34. This Court has subject-matter jurisdiction over this action because the amount in
21 controversy exceeds \$50,000 and because there are equitable issues sought to be determined.

22 35. This Court has personal jurisdiction over Defendants because they are residents
23 and/or organized under the laws of the State of California.

24 36. Venue is proper in this Court because the Defendants have their principal office in
25 Pasadena, Los Angeles County, and/or a substantial part of the events giving rise to this
26 complaint occurred in Los Angeles County.

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FACTUAL BACKGROUND

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2 37. Plaintiffs are local churches in California.

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

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

16 40. The UMC claims to be the beneficiary of a trust created by the Book of Discipline
17 and allegedly applicable to all the property of the UMC’s churches worldwide. The UMC and
18 Defendants herein also claim that if a congregation of the UMC withdraws from the UMC, other
19 than in the limited circumstances described below, its property is forfeited and becomes the
20 property of the incorporated annual conference or board of trustees of the geographical
21 conference in which it is located. In this case, this would be Defendant Conference.

22 **Organization of The United Methodist Church and the Book of Discipline**

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

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28 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>.

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

4 43. The General Conference is the only body within the UMC with the authority to
5 pass legislation binding the entire UMC. No other body within the UMC, other than the General
6 Conference, has law-making authority or the authority to amend the Discipline or negate any
7 portion of it.

8 **Financial Crisis of the UMC**

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

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

15 **Disaffiliation Pursuant to ¶2553**

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

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

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

26 49. The ¶2553 disaffiliation process commences with a local church, acting through
27 its governing body, requesting the district superintendent (an official under the authority of
28 Defendants) to call a conference of the membership of that local church for the purpose of

1 holding a vote of the membership of the local church on whether the local church wishes to
2 disaffiliate from the UMC. This local church conference is presided over by the district
3 superintendent or an elder designated by the district superintendent. In either case, the presiding
4 officer is operating under the authority of Defendants.

5 50. With respect to the local church conference, ¶2553 states it “shall be conducted in
6 accordance with ¶248” of the Discipline and “shall be held within one hundred twenty (120)
7 days after the district superintendent calls for the church conference.”

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

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

24 53. Under ¶2553, a bishop of the UMC, such as Defendant Dr. Dottie Escobedo-
25 Frank, possesses *no role at all* in the process of disaffiliation nor can she impose any additional
26 requirements for disaffiliation.

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

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

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

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

17 57. Plaintiffs have performed all of the requirements of the disaffiliation process
18 required of them, whether under ¶2553 or otherwise, except for those requirements which
19 Defendants have prevented Plaintiffs from performing.

20 58. No provision under ¶2553 gives Defendants the authority to pause, stop, or delay
21 the disaffiliation process, or to prevent local churches from meeting the ¶2553 deadline.

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

27 60. Defendant Cal-Pac Conference announced in early-Fall 2022 that there would be
28 a disaffiliation process in accordance with ¶2553.

1 61. In July of 2022, Counsel for the Plaintiff Churches reached out to Defendant
2 Conference requesting a pathway for disaffiliation that was attainable and affordable for the
3 churches. The Conference responded back with the terms and conditions found in a trustee’s
4 letter dated August of 2022. These terms and conditions were onerous and punitive toward the
5 churches.

6 62. In an August 2022 letter, the Trustees of the Defendant Conference provided that
7 there would be a process which would require a minimum of six months to complete which was
8 primarily a discernment process that each church would have to go through in order to qualify
9 for disaffiliation.

10 63. In a letter dated September 2022, the Defendant Conference, through Counsel,
11 communicated a willingness to find a pathway for disaffiliation for each church as defined by the
12 process released in the Trustee letter.

13 64. In good faith, prior to the deadline of April 15, 2023, each Plaintiff Church
14 engaged in the process of disaffiliation going through each of the steps which included notifying
15 their District Superintendent, having a Church Conference vote which included a super majority
16 of the members of the congregation voting to disaffiliate, and completing the required steps of
17 discernment.

18 65. In March of 2023, each Plaintiff Church sent a letter to Defendant Conference
19 attempting to negotiate in good faith to create a solution for disaffiliation which was summarily
20 ignored by the Conference.

21 66. After all required steps were completed, in May 2023, the Counsel for the
22 Plaintiff Churches reached out to the Conference requesting it reconsider its onerous and
23 impossible punitive payment of 50% of the value of a church’s property.

24 67. In June of 2023, Pastor Glen Haworth also reached out to the Chair of the
25 Trustees of the Conference requesting a meeting to discuss the punitive payment and the lack of
26 good faith exhibited by the Conference in not allowing any motions to be brought forward at
27 Annual Conference to adjust the required payment.

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1 68. Without hearing anything further from the Conference from the letters or the
2 appeal to the Chair of the Trustees of the Conference, Pastor Glen Haworth requested a meeting
3 with the Bishop of the Conference to again discuss the onerous payments and try to find a
4 resolution.

5 69. After six months of attempts to communicate, and try to find an amicable
6 solution, the Chancellor for the Conference communicated through Counsel to the Plaintiff
7 Churches that the Trustees and the Annual Conference would not negotiate on the onerous and
8 punitive terms of disaffiliation.

9 70. With that knowledge and the impossibility of the payments exasperated by the
10 costs of property in California, the Churches were summarily and effectively locked out of the
11 disaffiliation process.

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

14 72. Having exhausted all remedies through the United Methodist Church and the
15 Annual Conference, the Plaintiff Churches had no other recourse than to pursue legal remedy for
16 the blatant discriminatory acts against their churches by the Annual Conference.

17 **Cal-Pac's Onerous Exit Requirements**

18 73. Defendant Conference developed their own set of terms for disaffiliation
19 ostensibly promulgating the rubric presented in the Discipline Paragraph 2553. Though
20 Paragraph 2553 was adopted by the General Conference of the United Methodist Church in
21 February 2019, California-Pacific Conference did not finalize those terms for its use until August
22 of 2022. Those terms included onerous and punitive payments for real property not required by
23 Paragraph 2553, for example, the Conference required each Plaintiff to pay for an "independent"
24 assessment of their properties costing upwards of \$6,000 and then required as a condition of
25 release from UMC, Plaintiffs to pay an exorbitant surcharge to Cal-Pac. (specifically 50% of the
26 current county tax assessor's value for the county in which the church is located).

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1 74. The Plaintiff Churches have paid for their properties out of their own
2 pockets. Furthermore, Plaintiff Churches have maintained, at their own expense, their properties,
3 parsonages, cemeteries and ministry facilities.

4 75. The Plaintiff Churches have paid for their ministers and all of their benefits.

5 76. In addition to paying all of their costs and expenses to operate their local churches
6 for the benefit of their local communities, the Plaintiff Churches have voluntarily donated back
7 to the Defendant Conference to help fund their institutional infrastructure as a charitable
8 donation with no services being rendered by the Conference in exchange for the financial
9 support.

10 **Plaintiffs' Right to Disaffiliate from the UMC**

11 77. Plaintiff Churches want to amicably disaffiliate from the UMC to pursue their
12 deeply held religious beliefs.

13 78. Paragraphs 2553 and 2549 of the Discipline provide clear and non-doctrinal
14 principles of decision, not involving any religious or ecclesiastical questions, which the secular
15 courts of California may and indeed must apply to protect the interests of the Plaintiff Churches.
16 Though there are significant theological reasons behind any church's decision to disaffiliate, the
17 Court need not delve into those as Paragraphs 2553 and 2549 provisions of neutral principles of
18 law that can be determined by this court without offending the First Amendment.

19 79. The Defendant Conference, ostensibly under Paragraph 2553, have imposed
20 onerous and punitive financial payments which the Conference is aware that Plaintiff Churches
21 cannot feasibly provide.

22 80. The California-Pacific Conference has a history of violating the Book of
23 Discipline. Out of all of the Annual Conferences across the country, the Conference has been one
24 of the worst offenders of the Discipline which was the impetus for the creation of Paragraph
25 2553 at the General Conference.

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1 **Financial Obligations under ¶2553**

2 81. Paragraph 2553 sets out certain financial commitments a local church must satisfy
3 if they wish to disaffiliate without surrendering their property, such as apportionments
4 (¶2553.4(b)) and pension liabilities (¶2553.4(d)).

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

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

11 84. Nevertheless, the “unfunded pension obligation” does not exist. WesPath Benefits
12 and Investments, a general agency of the UMC and operator of its pension funds, has more than
13 \$29 billion in assets, an amount more than sufficient to cover pension liabilities for current
14 enrollees for decades to come.

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

18 **Unjust Enrichment by Defendant Conference**

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

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

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

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

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

6 **The Local Church’s Property**

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

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

14 93. Nevertheless, upon information and belief, Defendants will seek to block
15 Plaintiffs from obtaining judicial review by arguing this property dispute is ecclesiastical in
16 nature, thereby intending judicial abstention to impede Plaintiffs’ remedy as well as their
17 freedom of religion under the State and Federal Constitutions.

18 94. In sum, according to Defendants:

- 19 a) Plaintiffs are trustees, holding their church buildings, land, and personal property in an
- 20 irrevocable trust for the benefit of the UMC and Defendants;
- 21 b) Defendant Annual Conference can bar the Plaintiffs from disaffiliating according to
- 22 ¶2553;
- 23 c) The newly enacted ¶2553 was the only path for Plaintiffs to disaffiliate; and
- 24 d) Plaintiffs can only disaffiliate from the UMC if they either (1) abandon their personal
- 25 property, church buildings, and land, or (2) obtain the permission of Defendants and pay
- 26 substantial financial redemption fees and penalties.

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1 95. Defendants created a payment that is so punitive it essentially nullifies ¶2553 for
2 the Plaintiffs. Defendants’ position is against public policy and violates the fundamental
3 principles of fairness and equity.

4 96. Defendants’ conduct establishes that there has been a substantial change—or
5 attempted change—in how much freedom local churches have to disaffiliate, in the disaffiliation
6 procedure, and in their relationship with Defendants and the UMC.

7 97. At the time Plaintiffs affiliated with the UMC and throughout their affiliation,
8 they never intended to permanently subjugate their freedom of religion to the approval of the
9 UMC and Defendants, nor did they intend for their church property to be held for ransom under
10 an irrevocable trust.

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

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

24 100. The trust provision to which Plaintiffs intended by the Parties to submit was
25 intended to protect the Plaintiffs as from the Defendants’ aberrational doctrine and
26 misconstruction of the UMC’s governing documents.

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FIRST CAUSE OF ACTION

(Declaratory Relief Against All Defendants)

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3 101. Plaintiff Churches adopt and incorporate the preceding paragraphs above as if
4 fully stated herein.

5 102. Pursuant to Code of Civil Procedure §1060 *et seq.*, “any person interested under a
6 written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of
7 his or her rights or duties with respect to another, or in respect to, in, over or upon property, . . .
8 may, in cases of actual controversy relating to the legal rights and duties of the respective parties,
9 bring an original action . . . in the superior court for a declaration of his or her rights and duties in
10 the premises, including a determination of any question of construction or validity arising under
11 the instrument or contract. He or she may ask for a declaration of rights or duties, either alone or
12 with other relief; and the court may make a binding declaration of these rights or duties, whether
13 or not further relief is or could be claimed at the time. The declaration may be either affirmative
14 or negative in form and effect, and the declaration shall have the force of a final judgment.

15 103. All persons with a possible interest have been joined herein.

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

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

22 106. Book of Discipline: ¶2553, states in pertinent part, “Because of the current deep
23 conflict within The United Methodist Church...a local church shall have a limited right, under
24 the provisions of this paragraph, to disaffiliate from the denomination for reasons of
25 conscience...” * * * “If the church conference votes to disaffiliate from The United Methodist
26 Church, the terms and conditions for that disaffiliation shall be established by the board of
27 trustees of the applicable annual conference...” * * * “The terms and conditions, including the
28 effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement

1 between the annual conference and the trustees of the local church, acting on behalf of the
2 members. That agreement must be consistent with the following provisions: ...” * * * “A
3 disaffiliating local church shall have the right to retain its real and personal, tangible and
4 intangible property.”

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

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

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

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

- 16 a. Plaintiffs are independent church corporations free from the regulation and
17 control of the UMC insofar as their real property is concerned; and/or
- 18 b. No trust provision prevents Plaintiffs from disaffiliating with their properties.
- 19 c. Defendants’ use of any purported trust to penalize Plaintiffs and impede their
20 disaffiliation is inconsistent with Plaintiffs’ intent at the time they affiliated with
21 the UMC and purportedly placed their property in trust; and/or
- 22 d. The terms of any trust prohibiting disaffiliation with their properties were affected
23 by a mistake of fact or law; and/or
- 24 e. Such trust provisions have terminated because the purposes of the trust have
25 become unlawful, violative of ¶ 2553, contrary to public policy, impossible to
26 achieve; and/or
- 27 f. To the extent that any such trust provision has not terminated, it is
28 amended/reformed to be revocable;

- 1 g. Plaintiffs are entitled to disaffiliate from Defendants with possession and
2 ownership of their property; and/or
3 h. Plaintiffs are entitled to the quiet, exclusive, uninterrupted, and peaceful
4 possession of their respective properties (real and personal) without any
5 interference from Defendants.

6 **SECOND CAUSE OF ACTION**

7 **(Judicial Modification, Termination,**

8 **or Reformation of the Trust Against All Defendants)**

9 111. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
10 herein.

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

13 113. No such signed writing exists, rendering the purported trust void.

14 114. Pursuant to California Probate Code §15407, a trust terminates when the trust
15 purpose becomes unlawful.

16 115. This Court may also modify or terminate a trust pursuant to Probate Code §15409.

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

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

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

24 119. Defendants' position that the newly enacted ¶2553, as interpreted by Defendants,
25 is now the only means by which Plaintiffs can disaffiliate with their property divests Plaintiffs of
26 their vested property rights without their consent.

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1 120. Defendants’ actions in creating a false “procedure” intended to prevent Plaintiffs
2 even from utilizing ¶2553 as well as other provisions of the Discipline, divests Plaintiffs of their
3 vested property rights without their consent and in a manner that is unlawful.

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

7 122. The current situation is unconscionable, inequitable, and contrary to public policy,
8 and Plaintiffs’ intentions as settlors of their respective trusts have become impracticable or
9 impossible.

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

THIRD CAUSE OF ACTION

(Breach of Fiduciary Duty Against Defendants Board and Escobedo-Frank)

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16 124. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
17 herein.

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

20 126. Defendant Escobedo-Frank is the Resident Bishop and Principal presiding over
21 the Defendant Conference.

22 127. Defendants Board and Escobedo-Frank had a fiduciary duty to act in good faith
23 and in the best interests of Plaintiffs and the Defendant Conference, and a duty to disclose all
24 material facts related to the management of the Conference and its resources.

25 128. By virtue of Defendants’ position, Plaintiffs reposed a special trust or confidence
26 in them by paying millions of dollars in apportionments, entrusting them with the use of their
27 real and personal property, including real property that in some cases had been in their
28

1 congregations for generations, and devoting decades of ministerial services in support of
2 Defendants and the UMC on whose benefit the Defendants act.

3 129. Plaintiffs placed special trust and confidence in Defendants Board and Escobedo-
4 Frank to manage these resources provided by Plaintiffs to the Conference, for the best interest of
5 Plaintiffs and the Conference, and in accordance with the long-held characteristic, usages,
6 customs, and practices of the UMC that are neutral principles of law.

7 130. Defendants Board and Escobedo-Frank used their position as fiduciaries to the
8 detriment of Plaintiffs and the Conference and to their own benefit, financial and otherwise.

9 131. Defendants Board and Escobedo-Frank have leveraged their purported control
10 over the denominational trust and Plaintiffs' property to penalize Plaintiffs for their religious
11 beliefs, impede their disaffiliation, and extract a ransom from Plaintiffs to unjustly enrich the
12 bank accounts under Defendants' control.

13 132. Defendants Board and Escobedo-Frank provided a timeline that outlined three
14 opportunities for disaffiliation and advised Plaintiffs not to rush the process.

15 133. Defendants Board and Escobedo-Frank made false statements to Plaintiffs,
16 including that the Conference would allow time for all churches to go through the process and be
17 eligible for disaffiliation under ¶2553, just as 6,200 other churches across the county had done.

18 134. Defendants engineered a sham scheme for the sole purpose of summarily denying
19 Plaintiffs of their right to use ¶2553 to disaffiliate, and from which Plaintiffs had no recourse.

20 135. The actions of Defendants Board and Escobedo-Frank are in bad faith and
21 constitute a breach of their fiduciary duty, causing injury to Plaintiffs.

22 **FOURTH CAUSE OF ACTION**

23 **(Unjust Enrichment Against All Defendants)**

24 136. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
25 herein.

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

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

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

9 140. Furthermore, in foreclosing the exit Plaintiffs believed they had and creating a
10 new one that is only available through payment of a financial ransom, or not available at all as a
11 result of Defendants' new "process," Defendants have engaged in unconscionable conduct such
12 as fraud or abuse of a confidential relationship resulting in a misappropriation of Plaintiffs'
13 monies.

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

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

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

23 **FIFTH CAUSE OF ACTION**

24 **(Promissory Estoppel Against All Defendants)**

25 144. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
26 herein.

27 145. Paragraphs 2548.2, 2549, and others in the Discipline have been used for decades
28 as pathways for local churches to disaffiliate from the UMC while retaining their church

1 buildings and property. The repeated use of the promises contained in those paragraphs for that
2 purpose is a custom, pattern, and practice of the UMC and Defendants, and a promise reasonably
3 expected to induce action or forbearance by Plaintiffs. ¶2553 constitutes a new and additional
4 promise that UMC churches may disaffiliate and keep their properties.

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

7 147. Plaintiffs' reliance on the availability of Paragraphs 2548.2, 2549 and 2553 was
8 reasonable and foreseeable by Defendants.

9 148. Defendants have now refused Plaintiffs' requests to disaffiliate unless they do so
10 under the ¶2553 as construed by Defendants by paying previously non-existent "financial
11 obligations" or relinquishing their property.

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

14 150. Plaintiffs acted in reliance on, and have been damaged by, Defendants' promises.

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

17 SIXTH CAUSE OF ACTION

18 **(Breach Of Contract Against All Defendants)**

19 152. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
20 herein.

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

24 154. Plaintiffs have done all, or substantially all of the significant things that the
25 contract required them to do. Defendants are excused from performing any requirements not yet
26 performed that are required under the contract.

27 155. Defendants have breached the contract by refusing to allow Plaintiffs to
28 disaffiliate pursuant to the still-existing provisions of the Discipline that have long been used for

1 that purpose and upon which Plaintiffs relied when joining the UMC and placing their property
2 in trust.

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

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

9 158. As a result of Defendants' breaches, Plaintiffs have suffered damage, including
10 but not limited to the deprivation of valuable property rights.

11 **SEVENTH CAUSE OF ACTION**

12 **(Breach of Covenant of Good Faith and Fair Dealing Against All Defendants)**

13 159. Plaintiffs adopt and incorporate the preceding paragraphs above as if fully stated
14 herein.

15 160. The parties entered into a contract as alleged above.

16 161. Plaintiffs did all, or substantially all of the significant things that the contract
17 required them to do or was excused from having to do those things.

18 162. All conditions required for Defendants' performance have occurred or were
19 prevented by Defendants from occurring.

20 163. Defendants' conduct prevented Plaintiffs from receiving the benefits under the
21 contract as herein alleged.

22 164. Defendants did not act fairly and in good faith; and Plaintiffs have been harmed
23 by Defendants' conduct.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:


- a. A judicial declaration as set forth above;
- b. An order terminating the purported trust or, alternatively, modifying any such trust to clarify that Plaintiffs can exercise authority as Trustees, free from any interference by Defendants or the UMC;
- c. Restitution for losses incurred;
- d. Money damages;
- e. An award of pre-judgment and post-judgment interest as permitted by law;
- f. An award of attorneys’ fees and costs as permitted by law; and
- g. Such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury for all issues so triable.

DATED: February 2, 2024

BOWMAN LAW PRACTICE

By: 
MARK CHARLES BOWMAN,
Attorney for Plaintiffs Kum Ran United
Methodist Church, La Palma Korean United
Methodist Church, Evangelical United Methodist
Church, Bell Memorial United Methodist
Church, Lemon Grove United Methodist Church,
North Claremont United Methodist Church dba
Claremont Christian Fellowship, Christ Our
Savior United Methodist Church in Quartz Hill,
and First United Methodist Church of Fountain
Valley dba The Fount

Book of Discipline: ¶2553. Disaffiliation over Human Sexuality

The Book of Discipline of The United Methodist Church -- 2019 Addendum

[This new paragraph became effective at the close of the 2019 General Conference.]

Section VIII. Disaffiliation of Local Churches Over Issues Related to Human Sexuality

¶ 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,

EXHIBIT "A"

the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. The terms and conditions, including the effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members. That agreement must be consistent with the following provisions:

a) Standard Terms of the Disaffiliation Agreement.

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

b) Apportionments.

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

c) Property.

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

d) Pension Liabilities.

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

e) Other Liabilities.

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

f) Payment Terms.

Payment shall occur prior to the effective date of departure.

g) Disaffiliating Churches Continuing as Plan Sponsors of the General Board of


Pension and Health Benefits Plans.

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

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

[Note: In Decision 1379 (<https://www.resourceumc.org/en/churchwide/judicial-council/judicial-council-decision-home/judicial-decisions/in-re-petition-for-declaratory-decision-from-the-council-of-bishops-re4>), the Judicial Council clarified that the process of disaffiliation by a local church is not finalized until a simple majority of the annual conference acts to approve the motion for disaffiliation.]

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1992 Book of Discipline: ¶ 248

248. Powers and Duties--1. The charge conference shall be the connecting link between the local Church and the general Church and shall have general oversight of the administrative council(s) or administrative board(s).

2. The charge conference, the district superintendent, and the pastor shall organize and administer the pastoral charge and churches according to the policies and plans herein set forth. When the membership size, program scope, mission resources, or other circumstances so require, the charge conference may, in consultation with and upon the approval of the district superintendent, modify the organizational plans; *provided* that the provisions of 244 are observed.

3. The primary responsibilities of the charge conference in the annual meeting shall be to review and evaluate the total mission and ministry of the church (201-204), receive reports, and adopt objectives and goals recommended by the administrative council or administrative board which are in keeping with the objectives of The United Methodist Church.

4. The charge conference **recording secretary** shall keep an accurate record of the proceedings and shall be the custodian of all records and reports, and with the presiding officer shall sign the minutes. A copy of the minutes shall be provided for the district superintendent. When there is only one local Church on a charge, the secretary of the administrative council or administrative board shall be the secretary of the charge conference. When there is more than one Church on a charge, one of the secretaries of the administrative councils or administrative boards shall be elected by the charge conference to serve as its secretary.

5a) The charge conference should elect a **Church historian**, who shall keep the **historical records** up to date, shall serve as chairperson of the committee on records and history; shall cooperate with the annual conference commission on archives and history; shall provide an annual report on the care of Church records and historical materials to the charge conference; and shall provide, with the pastor and the committee on records and history, for the preservation of all local Church records and historical materials no longer in current use. Records and historical materials include all documents, minutes, journals, diaries, reports, letters, pamphlets, papers, manuscripts, maps, photographs, books, audiovisuals, sound recordings, magnetic or other tapes, or any other documentary material, regardless of form or characteristics, made or received pursuant to any provisions of the *Discipline* in connection with the transaction of church business by any local Church of The United Methodist Church or any of its constituent predecessors. The Church historian shall be a member of the administrative council or administrative board. This person may also hold another elected position on the council or board.

b) There may be a local Church **committee on records and history**, chaired by the Church historian, to assist in fulfilling these responsibilities.

6. The charge conference shall determine the number of members at large to serve on the administrative council or administrative board in keeping with the following provisions. Churches of five hundred members or less may include at least four but not more than thirty-five members at large, exclusive of ex officio members. In Churches of more than five hundred members, there may be elected additional members at large not to exceed the ratio of one for each thirty additional members. The members at large, if elected, shall include at least two young adults between the ages of nineteen and thirty, at least two older adults over sixty-five years of age, and at least two youth nominated by the youth coordinator or youth council.

7. The charge conference may establish a limit to the consecutive terms of office for any or all of the elected or appointed officers of the local Church except where otherwise mandated. It is recommended that no officer serve more than three consecutive years in the same office.

8. The charge conference shall examine and recommend to the district committee on ordained ministry, faithfully adhering to the provisions of 404.3(b), candidates for the ordained ministry who have been members in good standing of the local Church for at least one year; whose gifts, evidence of God's grace, and call to the ministry clearly establish them as candidates; and who have met the educational requirements.

9. It shall examine and recommend, faithfully adhering to the provisions of 405, renewal of candidacy of candidates for the ordained ministry.

10. The charge conference shall examine and recommend to the responsible Church agency any candidates for church-related vocations.

11. The charge conference shall affirm the good standing in the congregation of the persons seeking the diaconal minister relationship in the annual conference and shall transmit this information to the conference board of diaconal ministry.

12. It shall inquire annually into the gifts, labors, and usefulness of the lay speakers related to the charge, and recommend to the district and/or conference committee on lay speaking those persons who have met the standards set forth for a local church lay speaker and/or for certified lay speaker (278-281).

13. The charge conference shall in consultation with the district superintendent set the compensation of the pastor and other staff appointed by the bishop.⁵

14. As soon as practicable after the session of annual conference, each district superintendent or designated agent shall notify each local church in the district what amounts have been apportioned to it for World Service and Conference Benevolences. In preparation for and at the charge conference, it shall be the responsibility of the district superintendent, pastor, and the lay member(s) of the annual conference and/or the Church lay leader(s) to interpret to each charge conference the importance of World Service and Conference Benevolences, explaining the causes supported by each of these funds and their place in the total program of the Church. The World Service Fund is basic in the financial program of The United Methodist Church. World Service on apportionment represents the minimum needs for the mission and ministry of the Church. Payment in full of these apportionments by local churches is the first benevolent responsibility of the Church (912). The district superintendent or designated agent shall also notify each charge conference of all other amounts properly apportioned to it. (*See 719.*)

15. The charge conference shall receive and act on the annual report from the pastor concerning all membership rolls. (*See 233.*)

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

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

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

19. The charge conference shall promote awareness of and concurrence with Policies Relative to Socially Responsible Investments (816), the Social Principles (70-76), and *The Book of Resolutions of The United*

Methodist Church.

20. If any charge conference initiates, joins, monitors, or terminates a boycott, the guidelines in the *Book of Resolutions 1992* should be followed. The General Conference is the only body that can initiate, empower, or join a boycott in the name of The United Methodist Church.

21. Such other duties and responsibilities as the General, jurisdictional, or annual conference may duly commit to it.

5See Judicial Council Decisions 213, 252, 461.

[General Conference Index](#) | [PETS Index](#) | [1992 Book of Discipline Index](#)

General Conference Webmaster: Susan Brumbaugh

[PETS](#) Creator: John Brawn

1992 Book of Discipline: ¶ 248

[1996 United Methodist General Conference](#)

JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

DECISION NO. 1449

(Docket No. 0522-2)

IN RE: Petition for Declaratory Decision from the Council of Bishops on Questions Related to ¶ 2548.2 of the *2016 Book of Discipline*.

DIGEST

Paragraph 2548.2 establishes a process for the limited purpose of deeding and transferring church property to another denomination but does not apply to the membership of a local church. It may be used only together with or after processes effectuating fundamental changes in the membership and ministries of local churches, such as interdenominational local church mergers (¶ 2547) and ecumenical shared ministries (¶¶ 207-209). Subject to General Conference approval and ratification, the Council of Bishops is the body authorized to determine if an entity qualifies as “denomination” and to negotiate and enter into “an allocation, exchange of property, or comity agreement” within the meaning of ¶ 2548.2. Under ¶ 2548.2, an annual conference, by simple majority vote, may direct the board of trustees of a local church to transfer property to another denomination on four conditions precedent:

1. A written allocation, exchange of property, or comity agreement between The United Methodist Church and the other denomination must already exist that has been signed by the Council of Bishops and approved and ratified by the General Conference. The property transfer is not permitted if The United Methodist Church does not have a pre-existing agreement with the recipient denomination.
2. The agreement must comply with the connectional polity of the United Methodist Church and may not contain provisions not authorized or prohibited by Church law.
3. A charge or church conference must be conducted in accordance with ¶¶ 247-248. A resolution requesting the property transfer must be passed by a majority vote of the members present and voting pursuant to ¶ 2540.2 (unincorporated local church) or ¶ 2541.2 (incorporated local church).
4. The presiding bishop and a majority of the district superintendents and of the district board of church location and building must give their consent to the property transfer.

All four conditions must be met before an annual conference can exercise this right. Any use, implementation, or application of ¶ 2548.2, or exercise of this right by an annual conference without, apart from, prior to, or contrary to those four conditions would be unconstitutional, null and void, and of no legal force or effect. The General Conference enacted ¶ 2553 with the intent that the process set forth therein be used for the stated purpose of “Disaffiliation of Local Churches Over Issues Related to Human Sexuality.” Therefore, the process in ¶ 2548.2 may not be used as a pathway for local churches to disaffiliate from The United Methodist Church.

STATEMENT OF FACTS

At their meeting of May 12, 2022, the Council of Bishops [hereinafter Petitioner] voted to submit a Petition for Declaratory Decision with the following questions:

Question 1: What bodies within the United Methodist Church are “duly qualified and authorized representatives of both parties concerned” who must sign and approve a comity agreement under ¶ 2548.2?

Question 2: What bodies within the United Methodist Church are required to determine and approve whether an entity is “another evangelical denomination” within the meaning of ¶ 2548.2?

Question 3: What is required under the 2016 Book of Discipline to determine what is a “denomination” within the meaning of ¶ 2548.2?

Question 4: Does the provision of ¶ 2548.2 that “the annual conference may instruct and direct the board of trustees of a local church to deed property to one of the other denominations represented in the Pan-Methodist Commission or to another evangelical denomination” violate the constitutional authority of an annual conference under ¶ 33 with respect to local church property, including the “constitutionally embedded separation of executive and legislative powers” noted as “settled principles of church law and polity” acknowledged in Judicial Council Decision 1257?

Question 5: If ¶ 2548.2 is constitutional, may ¶ 2548.2’s authority to direct the local church to deed its property in accordance with that paragraph be exercised separately from any other process that results in the merger of the local church pursuant to ¶ 2547, disaffiliation pursuant to ¶ 2553, closure pursuant to ¶ 2549, or some other disposition of the local church deeding the property that results in termination of the local church as a unit of the United Methodist Church?

Question 6: Must “an allocation, exchange of property, or comity agreement” within the meaning of ¶ 2548.2 comply with the connectional polity of the United Methodist Church as set forth in the 2016 Book of Discipline, including ¶¶ 206 – 213 of the Discipline?

Question 7: May a comity agreement within the meaning of ¶ 2548.2 include provisions not authorized or prohibited by the 2016 Book of Discipline?

Question 8: What vote is required for an annual conference to “instruct and direct the board of trustees of a local church to deed property” under the authority of ¶ 2548.2?

Nine interested parties and *amici curiae* filed separate and joint briefs with the Judicial Council for this case.

Jurisdiction

The Judicial Council has jurisdiction pursuant to ¶ 2610.1 of *The Book of Discipline, 2016* [hereinafter *The Discipline*].

Analysis and Rationale

Question 1

Paragraph 2548.2 reads in full:

2. 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 charge conference or of a meeting of the membership of the local church, where required by local law, and in accordance with said law, the annual conference may instruct and direct the board of trustees of a local church to deed church property to one of the other denominations represented in the Pan-Methodist Commission or to another evangelical denomination under an allocation, exchange of property, or 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.

“The starting point of legal interpretation is the text of the relevant provisions in *The Discipline*, particularly the words used therein and their plain meaning.” JCD 1328, *aff’d*, JCD 1366. Though not defined in ¶ 2548.2, the meaning of the phrase “the duly qualified and authorized representatives of both parties concerned” can be inferred from the preceding terms “one of the **other** denominations” and “**another** evangelical denomination.” Grammatically speaking, the adjective ‘other’ and the determiner ‘another’ preceding a noun refer to an *additional* person, group, or object of the *same type or category* as one already mentioned, known, or implied. The counterpart to ‘another evangelical denomination’ can only be a denomination, not its sub-unit. Had the General Conference intended for the annual conference to be included in the phrase “both parties concerned,” it would not have used the terms “one of the other” and “another” to refer to its counterpart because the annual conference is *not* a denomination and, therefore, cannot be considered a group of the same type or category as ‘another evangelical denomination.’ In this context, the group already mentioned, known, or implied is The United Methodist Church so that “the duly qualified and authorized representatives of both parties concerned” refer to the representatives of The United Methodist Church and of one of the denominations mentioned in ¶ 2548.2. For The United Methodist Church, the duly qualified and authorized representatives who can sign a comity agreement are the Council of Bishops. “The Council of Bishops shall have the authority to enter into ecumenical agreements with other Christian bodies.” ¶ 431.1. However, this authority is not unrestricted but subject to the oversight authority of the General Conference. That same provision also states that such ecumenical agreements “must be approved and ratified by General Conference, before coming into effect.” *Id.* See Question 2.

Answer to Question 1: The duly qualified and authorized representatives of The United Methodist Church who can sign a comity agreement are the Council of Bishops. Any such agreement must be approved and ratified by the General Conference before coming into effect.

Question 2

Under the correct grammatical construction, the term “both parties concerned” denotes The United Methodist Church and one of the other denominations listed in ¶ 2548.2. See *supra* Question 1. The question then arises as to *who* has the authority to determine whether an entity is “another evangelical denomination” within the meaning of ¶ 2548.2. The right to make this determination necessarily entails the authority to engage in

ecumenical relations. This authority has been entrusted to the Council of Bishops by the General Conference. *The Discipline* unequivocally states that, “[i]n formal relations with other churches and/or ecclesial bodies, the Council of Bishops shall be the primary liaison for The United Methodist Church. The ecumenical officer of the Council of Bishops shall be responsible for these relationships.” ¶ 431.2. Further, the “Council of Bishops shall have the authority to enter into ecumenical agreements with other Christian bodies.” ¶ 431.1. But *The Discipline* also requires that all such ecumenical agreements “be approved and ratified by General Conference, before coming into effect.” *Id.*

The objection was raised that, since “allocation, exchange of property, and comity agreement” is not listed in ¶ 431.1, it is exempt from the approval/ratification requirement. According to this theory, only agreements of formal ‘full communion’ relationships and permanent membership in ecumenical organizations must be approved and ratified by the General Conference, the consequence being that an annual conference is entirely free to negotiate and enter into a comity agreement with any denomination without, apart from, and prior to General Conference action. However, this argument misses the point. Whether they are enumerated in ¶ 431.1 or not is immaterial because allocation, exchange of property, and comity agreements involve ecumenical relations with churchwide implications and, therefore, by their very nature are ‘matters distinctively connectional’ over which the General Conference has full legislative power under ¶ 16. Put differently, the Constitution, *not* a statute, is the source of General Conference’s full legislative power in matters of ecumenical relations. Thus construed, ¶ 431 stipulates that the Council of Bishops is the body authorized to make this kind of determination subject to the approval and ratification by the General Conference.

Answer to Question 2: Subject to General Conference approval and ratification, the Council of Bishops determines which entities qualify as “another evangelical denomination.”

Question 3

The General Conference did not define “denomination,” nor did it establish criteria for making such determination. As explained above in Question 2, this question is left to the discretion of the Council of Bishops subject to the approval and ratification by the General Conference.

Answer to Question 3: Subject to General Conference approval and ratification, the Council of Bishops determines which entities qualify as “another evangelical denomination.”

Question 4

The Constitution vests the General Conference with the power to define and fix the powers and duties of annual conferences (¶ 16.3), of the episcopacy (¶ 16.5), and the power to enact such other legislation as may be necessary (¶16.16). In exercising its constitutional powers, the General Conference adopted legislation in 1948 (now codified as ¶ 2548.2 in *The Discipline*), granting annual conferences the right to direct the board of trustees of a local church to deed church property to another evangelical denomination under an allocation, exchange of property, or comity agreement.

The cited Decision 1257 has no bearing on this case because of the different factual circumstances. At issue there was the improper delegation of power *by* an annual conference *to* its committees, which was held to

be a breach of the separation of powers doctrine. Under scrutiny here is a General Conference legislation conferring authority on an annual conference to enforce the transfer of church property. However, this annual conference authority is neither unrestricted nor unqualified. Under ¶ 2548.2, an annual conference may exercise this right on **four conditions precedent**:

First, a written allocation, exchange of property, or comity agreement between The United Methodist Church and the other denomination must already exist that has been signed by the Council of Bishops and approved and ratified by the General Conference. The conditional clause “provided that such agreement *shall have been* committed to writing and signed and approved” is cast in the present perfect continuous tense, which means that an agreement was written, signed, and approved sometime in the past and continues to exist in the present time. The property transfer under ¶ 2548.2 is not permitted if The United Methodist Church does not have a pre-existing agreement with the recipient denomination.

Second, the agreement must comply with the connectional polity of the United Methodist Church and may not contain provisions not authorized or prohibited by *The Discipline*. See *infra* Questions 6 and 7.

Third, a charge or church conference must be conducted in accordance with ¶¶ 247-248. A resolution requesting the property transfer must be passed by a majority vote of the members present and voting pursuant to ¶ 2540.2 (unincorporated local church) or ¶ 2541.2 (incorporated local church).

Fourth, the presiding bishop and a majority of the district superintendents and of the district board of church location and building must give their consent to such request. They may not approve the property transfer if *any* of the first three conditions are not met at the time when they consider the request.

The record shows that, to this date, no such allocation, exchange of property, or comity agreement exists between The United Methodist Church and the Global Methodist Church. The language of ¶ 2548.2 makes it clear that all four conditions must be met cumulatively *before* the annual conference can invoke and exercise this right. This would exclude any interpretation to the effect that ¶ 2548.2 permits the unilateral and simultaneous approval of the comity agreement *and* property transfer by the annual conference. With these four conditions tightly circumscribing the authority of an annual conference, ¶ 2548.2 does not violate the separation of powers and, therefore, is constitutional. Conversely, any use, implementation, or application of ¶ 2548.2, or exercise of this right by an annual conference **without, apart from, prior to, or contrary to** the four conditions would be unconstitutional, null and void, and of no legal force or effect.

Answer to Question 4: **NO.**

Question 5

Prefaced by the heading “Deeding Church Property to Federated Churches or Other Evangelical Denominations,” ¶ 2548.2 pertains solely to the deeding and transfer of church property. Notably, this provision does **not** address the question of local church **membership**, which is clearly distinct from and cannot be equated with “property.” Therefore, it would flout conventional rules of statutory construction to read “membership” into ¶ 2548.2. Disaffiliation under ¶ 2553 involves *both* church membership *and* property, with the main difference

that the membership departs from The United Methodist Church, whereas in ¶ 2548.2 the property is the object of the transfer. Hence, this begs the question of whether ¶ 2548.2 is an appropriate pathway for local churches seeking to exit from the connection. The missing membership element leads to the conclusion that ¶ 2548.2 was not intended to be used as a stand-alone and self-contained process, but is a supplementary procedure for the limited purpose of deeding/transferring church property that may be used only together with or subsequent to processes effectuating fundamental changes in the membership and ministries of local churches, such as interdenominational local church mergers under ¶ 2547, of which § 6 references ¶ 2548 (“Where property is involved, the provisions of ¶ 2548 obtain.”), and ecumenical shared ministries under ¶¶ 207- 209, which also references ¶ 2548. Any use or application of ¶ 2548.2 to accomplish the disaffiliation of local churches would not only defy logic but also subvert the clearly stated purpose of this disciplinary paragraph.

It stands to reason that, if disaffiliation of local churches could be accomplished under ¶ 2548.2 or *any* other provision of *The Discipline*, the special session of General Conference in 2019 would not have gone through the trouble of enacting ¶ 2553 and (redundantly) labeling it “Disaffiliation of Local Churches Over Issues Related to Human Sexuality.” The rational conclusion must be that, in adopting ¶ 2553, the 2019 General Conference intended that the process set forth therein be used for the stated purpose because there is no other provision available in *The Discipline*.

Under a long-standing rule of statutory interpretation, special legislation supersedes general legislation. JCD 424 (holding that “there is another rule of statutory construction that as between general and specific legislation the latter controls.”). Undoubtedly, ¶ 2553 is a *special* legislation adopted by a *special* General Conference for the *specific* purpose of permitting local churches to disaffiliate from The United Methodist Church with their property under certain terms and conditions. Consequently, ¶ 2553 controls in matters of local church disaffiliation.

Answer to Question 5: **NO.**

Question 6

“All decisions and actions by official bodies and their representatives must be based on and limited by the Constitution and *The Discipline*.” JCD 1366. Consequently, all persons and bodies involved in the process under ¶ 2548.2 must adhere to Church law in discharging their duties. Likewise, any allocation, exchange of property, or comity agreement must comply with the connectional polity of the United Methodist Church as set forth in *The Discipline*.

Answer to Question 6: **YES.**

Question 7

Any allocation, exchange of property, or comity agreement containing provisions not authorized or prohibited by *The Discipline* would be contrary to the principles of connectionalism and legality. All persons and bodies involved in the process under ¶ 2548.2 are prohibited from signing, approving, ratifying, and enforcing any agreement that violates Church law and polity.

Answer to Question 7: **NO.**

Question 8

“Where there is no stipulation regarding the number of votes required, simple majority vote is all that is necessary to approve an action.” JCD 1076, *aff’d*, JCM 1442. Paragraph 2548.2 contains no stipulation regarding the number of votes required to approve an annual conference action.

Answer to Question 8: **Simple majority vote is all that is necessary for an annual conference to “instruct and direct the board of trustees of a local church to deed property” under the authority of ¶ 2548.2.**

Decision

Paragraph 2548.2 establishes a process for the limited purpose of deeding and transferring church property to another denomination but does not apply to the membership of a local church. It may be used only together with or after processes effectuating fundamental changes in the membership and ministries of local churches, such as interdenominational local church mergers (¶ 2547) and ecumenical shared ministries (¶¶ 207-209). Subject to General Conference approval and ratification, the Council of Bishops is the body authorized to determine if an entity qualifies as a “denomination” and to negotiate and enter into “an allocation, exchange of property, or comity agreement” within the meaning of ¶ 2548.2. Under ¶ 2548.2, an annual conference, by simple majority vote, may direct the board of trustees of a local church to transfer property to another denomination on four conditions precedent:

1. A written allocation, exchange of property, or comity agreement between The United Methodist Church and the other denomination must already exist that has been signed by the Council of Bishops and approved and ratified by the General Conference. The property transfer is not permitted if The United Methodist Church does not have a pre-existing agreement with the recipient denomination.
2. The agreement must comply with the connectional polity of the United Methodist Church and may not contain provisions not authorized or prohibited by Church law.
3. A charge or church conference must be conducted in accordance with ¶¶ 247-248. A resolution requesting the property transfer must be passed by a majority vote of the members present and voting pursuant to ¶ 2540.2 (unincorporated local church) or ¶ 2541.2 (incorporated local church).
4. The presiding bishop and a majority of the district superintendents and of the district board of church location and building must give their consent to the property transfer.

All four conditions must be met before an annual conference can exercise this right. Any use, implementation, or application of ¶ 2548.2, or exercise of this right by an annual conference without, apart from, prior to, or contrary to those four conditions would be unconstitutional, null and void, and of no legal force or effect. The General Conference enacted ¶ 2553 with the intent that the process set forth therein be used for the stated purpose of “Disaffiliation of Local Churches Over Issues Related to Human Sexuality.” Therefore, the process in ¶ 2548.2 may not be used as a pathway for local churches to disaffiliate from The United Methodist Church.

Separate Opinion

Although I concur with the essential elements and result of the majority's decision, I write separately because I take different approach in my analysis. When the Council of Bishops submitted their petition for a declaratory decision, they set forth the crux of the issue in the following paragraph:

Various annual conferences have pending resolutions related to ¶ 2548.2. Examples of these annual conference resolutions are attached hereto collectively as Exhibit D. All of the resolutions seem to characterize ¶ 2548.2 as a means of disaffiliation or separation of a local church from the UMC. However, ¶ 2548.2 does not expressly pertain to, or authorize, the disaffiliation or separation of a local church. Instead, that paragraph appears limited to the deeding of property without any reference to what may happen to the local church after the property is deeded. Paragraph 2547.6, which is related to interdenominational local church mergers, provides that “[w]hen property is involved, the provisions of ¶2548 obtain.” That paragraph appears to confirm that ¶ 2548.2 addresses only issues of property and not a process for disaffiliation or separation.

The Council of Bishops is correct. Paragraph 2548.2 does not expressly pertain to, nor authorize, the disaffiliation of a local church. Paragraph 2548.2 addresses only issues of property and not a process for disaffiliation. The various Resolutions that were annexed to their petition erroneously cite and rely upon paragraphs in the *Discipline* which are wholly unrelated to the disaffiliation process.

Further, there is no “separation” process in our polity for churches in the United States. There is only the process of disaffiliation which was afforded to local churches by the 2019 Special Session of General Conference for a specific and limited period of time. Additionally, local church mergers are *not* akin to disaffiliation, nor is a Federated Churches akin to a disaffiliated church.

It is apparent from the Resolutions that there are some congregations who seek to disaffiliate from the United Methodist denomination by circumventing the requirements set forth in ¶ 2553. Any such actions are impermissible. The General Conference has provided a specific method of departure for a local church to depart and be released of its connectional relationship and obligations under the Trust Clause [¶ 2501 et seq] and that method is set forth in the *2016 Discipline* in Chapter Six — Church Property — *Section VIII. Disaffiliation of Local Churches Over Issues Related to Human Sexuality*, ¶ 2553. Disaffiliation of a Local Church Over Issues Related to Human Sexuality. Local churches may not circumvent the requirements of ¶ 2553 by arguing that their departure comes under some other paragraph in the *Discipline*. Nor may they rely upon potential proposed legislation that might be considered at a future General Conference (such as those references that were made to the *Protocol for Reconciliation and Grace through Separation*). Proposed legislation has no bearing or effect.

As such those Resolutions pertaining a local congregation's denominational severance, including a *release of its connectional obligations under the Trust Clause*, which rely upon paragraphs other than ¶ 2553, are improper, null and void. A congregation may not circumvent the action of the 2019 Special Session of the General Conference and subvert the requirements that the General Conference has set forth in Section VIII of Chapter Six in the *2016 Discipline*.

It must be emphasized that ¶¶ 2547, 2548, and 2549 are wholly unrelated to ¶ 2553, which always involves an on-going active congregation and which was enacted for the limited and narrow purpose of providing qualified congregations with a brief opportunity to disaffiliate from the UMC *pursuant to issues related to human sexuality*. The act of disaffiliation is in direct contradiction to this denomination's long-standing polity of connectionalism. It is an anathema to that connectional cornerstone which distinguishes our denomination from most other Protestant Churches.

Given that the paragraphs referenced in the Resolutions are predicated upon a mistaken or erroneous application and interpretation of the *Discipline*, the questions that arose from their misapplication are likewise flawed and irrelevant in these circumstances wherein local churches are seeking to disaffiliate from the denomination.

Furthermore, there are multiple paragraphs throughout the *Discipline* that are related to these matters of local church relationship changes and ecumenical affiliations which bear upon the context and interpretation of the paragraphs at issue herein and, when read and understood together, provide greater clarity and clearly distinguishes the disaffiliation process provided in ¶2553 by the 2019 Special Session of General Conference from those provisions that were already set forth in the *Discipline*. [see, *e.g.*, ¶ 6, ¶13.2, ¶13.3, ¶¶207-211 Ecumenical Shared Ministries, ¶ 227, ¶ 339 footnote 33, ¶¶ 431-442 Ecumenical Relationships, ¶ 502.1b, **¶¶ 570-575 Autonomous Methodist Churches, Affiliated Autonomous Methodist Churches, Affiliated United Churches, Covenanting Churches, Concordat Churches**]. It is particularly in reference to ¶¶ 570-575 that my interpretation differs somewhat from the majority, albeit with the same net result.

As set forth in an amicus brief submitted by one of our denomination's chancellors:

If ¶ 2548.2, which had been in the *Discipline* for 70 years at that time, had already established a process for local church disaffiliation, then adding a paragraph like ¶ 2553 (or any of the numerous alternative disaffiliation proposals presented for action at the 2019 Special Session and thereafter to the since-postponed 2020 General Conference) was wholly unnecessary. The undeniable fact is that nearly everyone—including the advocates for each of the competing plans to address the denominational impasse on human sexuality issues—concurred at the time that new General Conference legislation would be

required if congregational disaffiliation (while retaining all assets) was to be allowed, because no such provision had ever previously been included in the *Discipline*.

In truth, it is only more recently that the argument that ¶ 2548.2 provides an alternative pathway to disaffiliation gained any traction. The timing of this emerging reliance on ¶ 2548.2 is perhaps explained by disappointment among those that are planning to withdraw that the terms imposed by ¶ 2553 are more rigorous than those they hoped would be adopted at the repeatedly continued General Conference of 2020. But such factors hardly justify adopting a construction of ¶ 2548.2 that (a) contradicts the intent of the General Conference in adopting that provision for entirely distinct purposes in 1948; (b) exceeds the limited reach of the express terms of ¶ 2548.2; and (c) all but nullifies the General Conference's direction in ¶ 2553, which conditions disaffiliation upon the satisfaction of terms that are entirely absent from ¶ 2548.2.

The Council of Bishops was correct in their initial understanding that there was a misplaced reliance upon other sections in Chapter Six of the *2016 Book of Discipline*. In the matters at hand, only Section VIII of Chapter Six controls. Any Resolutions that do not comport fully with the General Conference mandates found in Section VIII, ¶ 2553, and their Annual Conference's requirements compiled thereto, must be ruled null and void.

Resolutions pertaining to a local congregation's disaffiliation, including release of its connectional obligations under the Trust Clause, which are predicated upon disciplinary paragraphs other than ¶ 2553, are improper. A congregation seeking to disaffiliate from The United Methodist Church may not subvert the action of the 2019 Special Session of the General Conference and circumvent the disaffiliation mandates and minimum requirements that the General Conference has set forth in Section VIII of Chapter Six in the *2016 Discipline*. Any Resolutions that do not comport fully with the General Conference disaffiliation mandates found in Section VIII, ¶2553, and their Annual Conference's requirements compiled thereto, must be ruled null and void.

Beth Capen
August 22, 2022

Dissenting Opinion

I appreciate and applaud the work of my Judicial Council colleagues for rendering Decision 1449. However, I respectfully dissent from their holding. Paragraph 431.1 does not give the Council of Bishops, as the ruling suggests, the authority to define an evangelical denomination, to determine what constitutes a denomination nor sign a comity agreement. Rather, ¶ 431.1 authorizes the Council of Bishops to submit to General Conference recommendations for approval. The majority's ruling invests authority within the Council of Bishops that the General Conference has not given them in the *Book of Discipline*. Furthermore, the holding fails to acknowledge that ¶ 1504.23 provides that ¶ 2548.2 is an additional option for congregations to change their connectional relationship with the United Methodist Church. On this basis, I dissent.

Dennis L. Blackwell
August 22, 2022