



IN THE CIRCUIT COURT OF HOUSTON COUNTY, ALABAMA

HARVEST CHURCH - DOTHAN,

Plaintiff,

v.

THE ALABAMA-WEST FLORIDA CONFERENCE OF THE
UNITED METHODIST CHURCH, INC. AND GENERAL
COUNCIL ON FINANCE AND ADMINISTRATION OF THE
UNITED METHODIST CHURCH D/B/A THE UNITED
METHODIST CHURCH,

Defendants.

Case No. 38-CV-2022-000086.00

DEFENDANTS' BRIEF IN SUPPORT OF MOTION TO DISMISS

COME NOW the Defendants the Alabama-West Florida Conference of The United Methodist Church, Inc. (the "AWFC") and the General Council on Finance and Administration of The United Methodist Church d/b/a The United Methodist Church (the "GCFA")¹ by and through undersigned counsel in the above-referenced cause, and file this Brief in Support of their motion to dismiss pursuant to *Ala.R.Civ.P.* 12(b)(1), (2) and (6).

I. OVERVIEW

This case involves a church dispute over ecclesiastical matters between a local church, Harvest Church – Dothan ("Harvest"), and the AWFC of the United Methodist Church ("UMC") of which Harvest has been a member since it was formed approximately 25 years ago. (Doc. 1, ¶¶1, 10). The UMC in the United States is divided into regional church conferences, and Harvest and approximately 500 other local churches are part of the AWFC. The UMC is a hierarchical church with a structure much like the U.S. government. The legislative body is the General Conference, composed of dozens of annual conferences such as the AWFC.

¹ As discussed hereafter, the GCFA has been improperly named as a Defendant in this lawsuit.

(Doc. 1, ¶10; Def. Ex.1, UMC *Book of Discipline* (“*Discipline*”), ¶¶16, 32-33). The administrative body is the Council of Bishops (Def. Ex. 1, ¶¶47-49) and the judicial body is the Judicial Council. (*Id.*, ¶¶55-58). The UMC is a connectional denomination in which all members, ministers, local churches, and agencies are connected by the same polity, policies, procedures, and rules prescribed in the *Discipline*.

The *Discipline* has governed all within the UMC for approximately 250 years and it is currently in its Sixteenth Edition. “The *Discipline* as the instrument for setting forth the laws, plan, polity and process by which United Methodists govern themselves remains constant.” (Def. Ex.1, Episcopal Greeting to *Discipline*). Pursuant to the *Discipline*, the UMC is a “worldwide denomination united by doctrine, discipline, and mission through our connectional covenant.” (Def. Ex.1, ¶101 of the *Discipline*). As such, the *Discipline* governs the process; procedures; polity; membership; duties; and responsibilities of local churches and ministers, issues related to church property, issues related to church departures from the UMC, and many other issues related to governance of the denomination and churches that are connected therewith.

According to the Harvest Complaint, at first glance this is a case about church property and the UMC trust clause. (Doc. 1, ¶¶1-3, 31-33, etc.). However, the issues actually involve much more than that and constitute a larger church dispute between Harvest and the AWFC over multiple ecclesiastical matters that should be resolved on the church level based upon church law. This case will require the review and interpretation of more than the half dozen or so sections of the *Discipline* cited in the Complaint. Based on communications with counsel and other documents, this lawsuit involves issues other than the trust clause and those issues will not only require an interpretation of additional parts of the *Discipline*, but also the AWFC Disaffiliation Process and Procedure Document (the “Process Document” attached at Def. Ex.2), and likely one or more UMC Judicial Council decisions.

Harvest is admittedly a member of the UMC and has been contemplating disaffiliation from the UMC. (Doc. 1, ¶¶1, 31; Doc. 26, ¶1). However, on or about January 18, 2023, Harvest voted to disaffiliate from the UMC. Counsel for Harvest confirmed the disaffiliation vote for Harvest to sever its ties to the UMC and stated, in part, “Of course, Harvest did not conduct the vote in accordance with *Book of Discipline* ¶2553, and the church has not followed the disaffiliation process required by the AWFC and UMC”. (A redacted copy of the email is attached as Def. Ex.3).

In recent conversations, counsel for Harvest has suggested that issues related to financial obligations Harvest owes to the AWFC are intertwined with the trust clause. Therefore, this lawsuit is not only about church property and the trust clause, but also Harvest’s plans to disaffiliate from the UMC without complying with the disaffiliation provision in the *Discipline*. (¶2553). It appears further that Harvest may be refusing to pay apportionments and its pro rata share of withdrawal liability for the unfunded pension plan for ministers and perhaps other liabilities it owes the AWFC now and upon disaffiliation. This implicates multiple parts of the *Discipline*.

Harvest is asking the court to take jurisdiction over a purely ecclesiastical dispute that would interfere with applicable church law and process required by the *Discipline*, in contravention of the First Amendment to the U.S. Constitution and the Church Autonomy Doctrine. Harvest wants this court to absolve it from having to comply with multiple parts of the *Discipline* and allow it to disaffiliate on its own terms, take church property, and presumably not pay liabilities owed. That should be a bridge too far for any court and would interfere with purely denominational matters and church law. Harvest has also improperly named the GCFA as a Defendant even though the GCFA has nothing to do with issues alleged. The Complaint makes no allegations that support the GCFA being named a Defendant in this case. This is not a neutral principles case as alleged by Plaintiff, but even if it were, Defendants should still prevail based on the facts of this case. The Complaint

should be dismissed based on *Ala.R.Civ.P.* 12(b)(1) and (2) for lack of subject matter and personal jurisdiction and based on Rule 12(b)(6) for failure to state a claim upon which relief can be granted.

II. STATEMENT OF UNCONTESTED FACTS

Harvest has been affiliated with the UMC since it was founded in 1996 and is a member church of the AWFC. (Doc. 1, ¶¶9, 10). Harvest was incorporated in 2004 as “Harvest Church United Methodist”. (Doc. 1, ¶15). (emphasis added). The Certificate of Incorporation for Harvest Church was recorded in the Office of the Judge of Probate of Houston County, Alabama, in 2004 in the name of “Harvest Church United Methodist” Dothan, Alabama. (Doc. 1, Ex.3). (emphasis added). Articles of Incorporation were issued in 2004 on behalf of “Harvest Church United Methodist Dothan, Alabama.” (*Id.*). (emphasis added). The deed to the Harvest property names as grantees, three individuals “as Trustees of Harvest United Methodist Church”. (Doc. 1, Ex.1). (emphasis added). Harvest received a boundary survey certified to “Harvest United Methodist Church.” (Def. Ex. 4C, Affidavit of Ashley Davis). (emphasis added). In May 2022, Harvest, without the knowledge or consent of AWFC, amended its Articles of Incorporation to change the name of the church from Harvest Church United Methodist to Harvest Church - Dothan in violation of ¶2506.4 of the *Discipline*. (Doc. 1, ¶19; Ex.5). (emphasis added). Regardless, the aforementioned legal documents refute allegations in the Complaint that Harvest’s charter, deed, and other documents do not reference the UMC.

When Harvest was formed, it was issued a UMC Certificate of Organization to the “Harvest Church United Methodist Church ... according to the provisions of the Book of Discipline of the United Methodist Church ... [and] welcomed into the fellowship of the United Methodist Church” (Def. Ex.4A). (emphasis added). Harvest became a local church within the UMC and applied for and accepted an initial grant from AWFC for start-up costs for the new church in the approximate amount of \$25,000 and possibly other grants thereafter. (Doc. 1, Ex.11; See also, Def. Ex.4B). Plaintiff’s Complaint acknowledges that Harvest made

“annual donations” to the AWFC. (Doc. 1, ¶¶12-13). Those payments were actually annual apportionments required of local churches due the AWFC pursuant to ¶615 of the *Discipline* which Harvest has been paying for years as a member church within the AWFC and UMC.

Paragraph 13 of Plaintiff's Complaint states that other than such payments, “Harvest Church did not otherwise maintain a substantive connection to the denomination.” That is not true. The undisputed facts are that Harvest has paid apportionments and other financial obligations to the AWFC for decades and it has elected delegates to and participated in annual conferences of the AWFC for many years. During the 2022 annual conference, Harvest's Senior Minister actively participated and made a speech on behalf of a nominee for trustee of the AWFC. (Def. Ex.4H). Harvest has held Charge Conferences on church property conducted by the District Superintendent for AWFC. (Def. Ex.4G). Harvest has welcomed Methodist parishioners and accepted appointments of Methodist ministers from the AWFC annually since its inception. Attached at Def. Exhibit 4F is a document showing the most recent appointment of the Senior Minister and Associate Minister to Harvest by the AWFC. Harvest has paid the salaries of UMC ministers appointed to Harvest by the AWFC. Attached as Def. Exhibit 4I is a AWFC Pastor Compensation form for Harvest ministers' compensation submitted by Harvest to the AWFC. Harvest ministers have participated in the AWFC pension plan and insurance plans for years which have been billed by the AWFC to and paid by Harvest. (Def. Ex.4D). There are many other ways in which Harvest and Rev. Sigler have participated in the UMC and benefited from doing so for the past 25 years.

By joining the UMC, Harvest “assumed the vows of membership in the United Methodist Church ... [and] being within UMC and subject to its *Discipline*, is also an inherent part of a church universal.” (Doc. 1, Ex.4, ¶203 of the *Discipline*). Likewise, Harvest is a part of a pastoral charge “organized under and subject to the *Discipline* of The United Methodist Church ...”. (*Id.* at ¶203, 205). In addition, its Senior Minister, Rev.

Sigler, has been ordained as a minister within the UMC and taken a vow to support the UMC and the *Discipline*. As part of his ordination Rev. Sigler agreed to: “Be accountable to the United Methodist Church, accept its Doctrinal Standards and *Discipline* as authority, accept the supervision of those appointed to their ministry and be prepared to live in the covenant of its ordained ministers”. (Def. Ex.1; ¶304j of the *Discipline*). (emphasis added).

As is true also in other denominations and as acknowledged in the Complaint, the *Discipline* imposes a trust clause for all property of local churches. As stated in ¶2501 of the *Discipline*:

Requirement of the Trust Clause for All Property -1. All properties of United Methodist local churches and other United Methodist agencies and institutions are held, in trust, for the benefit of the entire denomination, and ownership and usage of church property is subject to the *Discipline*. This trust requirement is an essential element of the historic polity of The United Methodist Church or its predecessor denominations or communions and has been a part of the *Discipline* since 1797. It reflects the connectional structure of the Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the *Discipline*. The trust requirement is thus a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church.

(Doc. 1, Ex.4, ¶2501 of the *Discipline*). (emphasis added).

Harvest has acknowledged the *Discipline* requires churches to include trust clause language in deeds and corporate documents (Doc. 1, ¶¶16, 22), but boasts it chose not to obey the requirements of the *Discipline* governing the denomination it elected to join and benefit from for decades. Attached as Exhibit 2 to the Plaintiff's Complaint is the affidavit of Harvest Senior Minister, Ralph Sigler, who states, in part, “we intentionally did not put the property clause on our deeds.” (See also, Doc. 1, ¶¶25-26). Putting aside the fact that Rev. Sigler and Harvest applied for and accepted one or more AWFC grants to assist the church in getting started, it has acknowledged it purposefully violated the trust clause and other requirements of the

Discipline despite receiving the funds. Rev. Sigler's and other affidavits attached to the Complaint and the allegations therein demonstrate their awareness of the requirements of the *Discipline*. Attached as Def. Exhibit 4G is part of the documentation Harvest submitted to the AWFC for the 2021 Harvest Charge Conference. Harvest represented to the AWFC in response to a direct question that the Harvest Church deeds contained a trust clause. The form was executed by Rev. Sigler. (Def. Ex.4G). (emphasis added).

Harvest has recently voted to disaffiliate from the UMC. (Def. Ex.3). Counsel has acknowledged that Harvest did not comply with disaffiliation requirements in ¶2553 of the *Discipline*. Should the Court not dismiss the Harvest Complaint, Harvest's attempted disaffiliation will be an additional issue to be resolved in this case. That is clearly an ecclesiastical matter involving church governance, polity, and procedure.

III. PROCEDURAL POSTURE AND STATUS OF THE CASE

At the time Harvest filed its lawsuit, it had not yet voted to cease its affiliation with the UMC, but nevertheless sought a judicial declaration to determine what may happen to church property if and when Harvest did make that decision. (Doc. 1, ¶31). It then sought declaratory and injunctive relief for a determination on what might happen in the future if in fact Harvest took such actions. The actions Harvest alleged the AWFC might possibly take, have to undersigned's knowledge, never been taken by the AWFC. Plaintiff's claims for declaratory and injunctive relief were not ripe nor was there an existence of a true justiciable controversy when the case was filed. Since the filing of the lawsuit, the parties have agreed to a "standstill" agreement whereby it was agreed that neither of the parties will take any action regarding the real estate without notice to the other in light of the pending lawsuit. A similar agreement could have been reached without the need for filing a motion for a temporary restraining order had counsel bothered to call the Defendants. Regardless, paragraphs 54-65 of the Complaint are factually irrelevant and misleading. Plaintiff's

claims for injunctive relief that were never ripe or accurate in the first place, are now moot even if the claims were properly before the Court.

IV. STATEMENT OF POTENTIALLY DISPUTED FACTS

Defendants respectfully submit that Plaintiff's Complaint is misleading and inconsistent with assertions counsel have made to the undersigned about the lawsuit. According to the Complaint, the only issue about which Plaintiff seeks relief has to do with the trust clause imposed on Harvest property by the *Discipline*, which the church agreed to follow when it became part of the UMC, and Rev. Sigler agreed to follow when he was ordained as a minister. In recent communications with counsel, undersigned has been advised that there are other issues that Plaintiff's counsel contend are intertwined with their trust clause argument such as payments of other obligations Harvest owes to the AWFC under the *Discipline*. In addition, counsel has advised the undersigned that Harvest plans to disaffiliate from the UMC, but refuses to comply with the disaffiliation provision required in the *Discipline*. Putting aside that counsel is asking this Court to disregard the trust clause that has appeared in the UMC *Book of Discipline* for well over 250 years, it appears Harvest is also attempting to use this litigation to avoid other obligations Harvest owes the AWFC pursuant to the *Discipline* and to avoid additional requirements of the *Discipline* governing disaffiliation from the UMC.

V. THE GCFA

Harvest has named the "General Council on Finance and Administration of The United Methodist Church d/b/a The United Methodist Church" ("GCFA") as a Defendant in this case and has cited ¶2509 of the *Discipline*:

¶2509. *Instituting and Defending Civil Action*—Because of the nature of The United Methodist Church (¶141), no individual or affiliated church body or unit, nor any official thereof, may commence or participate in any suit or proceeding in the name of or on behalf of The United Methodist Church, excepting, however, the following:

1. The General Council on Finance and Administration or any person or church unit served with legal process in the name of The United Methodist Church may appear for the purpose of presenting to the court the nonjural nature of The United Methodist Church and to raise issues of lack of jurisdiction of the court, lack of capacity of such individual or unit to be served with process, and related constitutional issues in defense of denominational interests.

This citation to the *Discipline*, along with how Harvest refers to this Defendant in its Complaint, underscores the problem with the inclusion of this Defendant.

The GCFA is one of several “general agencies” of the denomination, each of which has specific duties as outlined in the *Discipline*. GCFA does not, however, do business as “The United Methodist Church” or serve as the alter ego, or any other similar role, of the UMC. As ¶2509 reiterates and makes clear, such action by GCFA would be inconsistent with denominational polity:

The Church—Affirming the spiritual dimensions of the ministry of all Christians, as proclaimed in ¶¶120-143 of this *Book of Discipline*, it is recognized that this ministry exists in the secular world and that civil authorities may seek legal definition predicated on the nature of The United Methodist Church in seeking fulfillment of this ministry. Accordingly, it is appropriate that the meaning of “The United Methodist Church,” “the general Church,” “the entire Church,” and “the Church” as used in the *Book of Discipline* should now be stated consistently with the traditional self-understanding of United Methodists as to the meaning of these words.

These terms refer to the overall denomination and connectional relation and identity of its many local churches, the various conferences and their respective councils, boards, and agencies, and other Church units, which collectively constitute the religious system known as United Methodism. **Under the Constitution and disciplinary procedures set forth in this *Book of Discipline*, “The United Methodist Church” as a denominational whole is not an entity, nor does it possess legal capacities and attributes.** It does not and cannot hold title to property, nor does it have any officer, agent, employee, office, or location. **Conferences, councils, boards, agencies, local churches, and other units bearing the name “United Methodist” are, for the most part, legal entities capable of suing and being sued and possessed of legal capacities.**

(*Discipline*, ¶141). (emphasis added). No United Methodist entity, GCFA included, can “do business as” the UMC. Harvest’s attempt to add “d/b/a The United Methodist Church” to GCFA’s corporate name does not change this reality.

Rather, what Harvest is clearly attempting to do is use GCFA as a proxy for naming the denomination -which ¶¶141 and 2509 make clear is not possible, as it is not a jural entity- as a Defendant. Ironically, Harvest cites ¶2509 in support of an idea that paragraph clearly states is not possible (*i.e.*, GCFA, or any other United Methodist entity) can not appear in a secular court to explain the nonjural nature of “The United Methodist Church” when an attempt has been made, *as it has here*, to serve the UMC through GCFA.

When Harvest named “General Council on Finance and Administration of The United Methodist Church d/b/a The United Methodist Church” as a Defendant it was not GCFA, but instead the denomination, that was the intended Defendant as evidenced by the ways in which Harvest references that Defendant throughout its complaint via the shorthand “UMC.” For example, Harvest states:

- “The UMC, in turn, by its own proclamation, claims to hold a trust interest in all of the property of all 30,000+ local UMC churches.” (Doc. 1, ¶1).
- “Harvest Church has never created a legal trust in favor of the UMC.” (*Id.*, ¶3).
- “The UMC bases its trust claim on its self-written Discipline, which contains the following so-called “trust clause” provision” (*Id.*, ¶21).
- “In 2016, the UMC unilaterally expanded the anti-departure provision of the Discipline, Paragraph 2549.3.” (*Id.*, ¶54).
- “More pointedly, the UMC has announced that, if a church dares to consider leaving the UMC, Paragraph 2549 will be used to hold the church’s property for ransom.” (*Id.*, ¶56).
- “In this case, the UMC’s threatened actions, if not enjoined, would also irreversibly interrupt the daily ministry of the Church.” (*Id.*, ¶60).

The above references to “UMC” by Harvest make it clear that GCFA is not Harvest’s intended Defendant.

Moreover, as discussed at length elsewhere in this brief, this lawsuit is really about Harvest's refusal to follow the rules and requirements of the denomination of which it is a part. The Complaint references ¶2549.3, however, GCFA plays no role in the application of ¶2549, which involves decisions to be made by an annual conference (like AWFC) or its leadership or board of trustees. Similarly, all decisions regarding whether a United Methodist local church may disaffiliate pursuant to ¶2553 are in the hands of the annual conference, including the final approval of a disaffiliation agreement with the local church by the annual conference, as required by a ruling from the Judicial Council, which determined such a step was necessary to comply with the denomination's Constitution. GCFA's sole responsibility under ¶2553 was to create a model disaffiliation agreement, which the paragraph specifically authorizes annual conferences to alter.

What becomes clear from the above is that Harvest objects to the denomination's longstanding rules regarding property held by its local churches and other entities. GCFA is not the denomination. It did not adopt the rules which Harvest finds unpalatable. Substituting GCFA in place of the denomination cannot establish jurisdiction over the denomination or GCFA. THE GCFA is due to be dismissed.

VI. ARGUMENT

A. Connectionalism Within A Hierarchical Church

The UMC is a world-wide denomination united by doctrine, discipline, and admission through a connectional covenant to which all local churches agree to abide. (Def. Ex.1, ¶¶101, 125 of the *Discipline*). By being part of that connectional structure, each member and church within the UMC are subject to and connected in policy and governance through the *Discipline*. (Def. Ex.1, ¶215.4 of the *Discipline*). In addition to churches, ministers ordained in The United Methodist Church must be accountable to the UMC, accept its doctrinal

standards, *Discipline*, and authority, and accept supervision of those appointed to its ministry. (Def. Ex.1, ¶304j of the *Discipline*).

Church deeds, corporate documents, a real estate sales contract, survey, and a Certificate of Organization all state Harvest was part of the UMC. (Def. Exs.4C, 4A). By agreeing to become a part of the UMC, local churches are required to be bound by the trust clause imposed on all church property. (Def. Ex.1, ¶¶2501, 2504 of the *Discipline*). Harvest has now acknowledged that it attempted to evade the trust clause. That effort does not absolve Harvest or any other local church who is part of the UMC from the constraints of the trust clause. As noted in ¶2503.6 of the *Book of Discipline*:

However, the absence of a trust clause ... shall in no way exclude a local church ... or relieve it of its connectional responsibilities to The United Methodist Church. Nor shall it absolve a local church or church agency or the board of trustees of either, of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church ...”.

(Def. Ex.1, ¶2503.6 of the *Discipline*).

The title for all property of the local church, or charge, or agency of the Church shall be held subject to the provisions of the *Discipline*, whether title is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose, or otherwise. (Def. Ex.1, ¶2504 of the *Discipline*). Harvest and its senior minister have represented to the AWFC in the past that Harvest deeds contained a trust clause. In addition, Harvest participated in the AWFC and UMC for 25 years, accepted benefits provided by the AWFC, and represented to the AWFC, Secretary of State, Probate Judge, and the general public, that it is part of the UMC.

For equitable and other reasons, Harvest cannot take advantage of benefits provided by the AWFC and UMC and expect a civil court to rule it does not have to live up to the requirements of the UMC, AWFC, and *Discipline*. Based on the facts and applicable church law, the Harvest real and personal property is

subject to the trust clause and the *Discipline*. Since Harvest agreed to become a part of the UMC and the AWFC, participated in the connectional structure of the AWFC and UMC for approximately 25 years, accepted pastoral appointments; paid apportionments, pension and insurance obligations to AWFC; incorporated as a UMC church; and participated in AWFC meetings; there can be no doubt, that Harvest purposefully elected to join the UMC and abide by its policies, procedures, and *Discipline*. Accordingly, the issues presented in this case are due to be decided under church law and not state law.

Harvest's recent actions demonstrate the fallacy of its argument denying its full connection to the UMC and AWFC. If it did not consider itself truly affiliated with the UMC, then it would not have recently voted to disaffiliate. Harvest would not have amended its Articles of Incorporation if it truly believed the existing Articles did not reflect Harvest's affiliation with the UMC. The facts overwhelmingly demonstrate that Harvest elected to become part of the UMC decades ago, has continued that affiliation, and enjoyed the benefits from doing so. Harvest cannot now undo what it has done for 25 years.

Based on the facts of this case, as well as controlling law, this Court should dismiss this lawsuit based on lack of personal and subject matter jurisdiction pursuant to *Ala.R.Civ.P.* 12(b)(1) and (2) and also due to lack of subject matter jurisdiction pursuant to *Ala.R.Civ.P.* 12(b)(6). The matters before the Court are ecclesiastical in nature and must be determined in accordance with multiple provisions of the *Discipline*.

B. Disaffiliation From The UMC By A Local Church

Harvest has admitted it improperly voted to disaffiliate from the UMC in a process contrary to the *Discipline*. Harvest does not want to follow church law and apparently wants the court to allow it to disaffiliate on its own terms and contrary to the terms by which dozens of churches in the AWFC have disaffiliated and perhaps as many as a thousand across the UMC. Harvest apparently wants to keep church property and not pay its obligations or comply with the *Discipline*. It seeks a court order to absolve it from past violations of

church law and allow it to violate even more in the future. Harvest is asking this Court to rule it does not have to follow the *Discipline*.

Though not referenced in the Complaint, there is but one means to disaffiliate from the UMC by a local church, which is pursuant to ¶2553 of the *Discipline*. (Def. Ex.1, ¶2553). Harvest has acknowledged it has chosen to defy the requirements of ¶2553. Harvest is asking this court to create a new set of rules and process for disaffiliation from the UMC just for Harvest that does not exist under church law.

Paragraph 2553 was added to the *Discipline* after being proposed as part of the Traditional Plan that was approved by the General Conference in 2019. It was passed to allow a “gracious exit” for churches who wished to disaffiliate from the UMC based on reasons related to human sexuality. Churches within the AWFC that choose to disaffiliate must comply with ¶2553 and the AWFC Process Document. They must follow a prescribed process, pay a required withdrawal liability, and execute a disaffiliation agreement approved by the AWFC. The AWFC does not have discretion to allow churches to disaffiliate without compliance with ¶2553 and the AWFC Process Document.

Churches that have complied with the necessary requirements have been allowed to disaffiliate from the denomination and take their church property. However, rather than follow ¶2553 and leave the UMC with its property free of the trust clause in May, Harvest instead filed this lawsuit requesting this Court to set aside the trust clause and declare the church property is owned by the church. Setting aside the trust clause, however, would not just affect Harvest. It could disrupt the entire disaffiliation process in the AWFC. Apparently, Harvest also intends to refuse to pay the withdrawal liability for the pension plan, which benefits the clergy and not the AWFC. That would violate additional parts of the *Discipline*. Should the court not dismiss this case, it will be required to interpret and apply multiple parts of the *Discipline* related to church polity, procedure, and governance, as well as the AWFC Process Document and likely, decisions of the Judicial

Council. It will also be required to address Harvest's defiance of the *Discipline* and improper attempt to disaffiliate from the UMC. The implications of that are significant and could result in the Harvest disaffiliation being treated differently from others in the AWFC and elsewhere and in a decision that could be at odds with the great weight of decisions from various conferences of the UMC and the Judicial Council.

Harvest has ignored multiple parts of the *Discipline* that should govern this dispute and has referred to ¶2549.3 of the *Discipline* that has little or nothing to do with this case. (Doc. 1, ¶¶54, 55). Local churches wishing to disaffiliate must do so pursuant to ¶2553 and not ¶2549. In fact, to undersigned's knowledge, ¶2549 has not previously been used by the AWFC as suggested in the Harvest Complaint. The latter paragraph is used for closed churches. The AWFC has taken no action to close Harvest and has neither threatened nor even considered such action in connection with Harvest. The AWFC has not used ¶2549 in the past in the manner alleged by Harvest and it is an absurdity to suggest the AFWC has any intention to "confiscate and dispose" of Harvest property. Harvest cannot point to a single instance where the AWFC has ever done so. Regardless, for a court to decide the issues raised by Harvest, it would have to interpret ¶¶2501, 2549, 2553, and multiple additional provisions of the *Discipline*. Defendants contend that would be an impermissible overstep by any court to resolve such significant disputed ecclesiastical issues between a hierarchical church and a local church. Moreover, the attachment at Exhibit 11 to the Complaint outlines the process for ¶2553 and while it also discusses ¶2549, the attachment makes clear the latter is not a disaffiliation provision.

Harvest has chosen not to follow ¶2501, ¶2553, and the rest of the *Discipline* unlike dozens of other local churches within the AWFC, and 1000 or so churches within the UMC that have followed the *Discipline*. Harvest should not be able to intentionally violate church law and then avoid the ramifications of doing so by filing a lawsuit requesting a court to intercede in a church dispute to absolve Harvest from its noncompliance.

Harvest agreed to abide by the *Discipline*, as did the senior minister, when they joined the UMC, and no court should absolve them from their obligations. If Harvest wants to leave the UMC, there is a process to do so that will allow their departure through a process followed by other churches.

Harvest argues that the UMC, by its own proclamation, claims to hold a trust in Harvest property. That mischaracterizes the facts that show that by electing to join the UMC, Harvest, like thousands of other churches, agreed to abide by the *Discipline*. So did Rev. Sigler. The trust clause has been in existence for 250 years and Harvest clearly knew of its existence when Harvest was formed and applied for church grants. Likewise, Harvest argues the deed of the Harvest property does not contain any reference to the UMC, General Conference, or AWFC. That is not true and ignores that Harvest and Rev. Sigler represented to the AWFC its deed contained the trust clause. In addition, the church property was deeded to three individuals “as Trustees of Harvest United Methodist Church.” It could not be more clear that Harvest took title as a member church of the UMC. That means the property is unquestionably subject to the trust clause as Harvest represented to the AWFC in the past. The Harvest deed, Certification of Incorporation, and Articles of Incorporation drafted on behalf of Harvest, as well as the Certificate of Organization issued to Harvest, all demonstrate that Harvest was part of the UMC.

C. The First Amendment To The U.S. Constitution And The Church Autonomy Doctrine

The U.S. Supreme Court has held that the First Amendment to the U.S. Constitution prohibits state interference into matters of faith and doctrine, and “matters of church government.” *Our Lady of Guadalupe*, 140 S.Ct. 2049, 2060 (2020). The First Amendment protects the authority of religious institutions “with respect to internal management decisions that are essential to the institution’s central mission.” (*Id.*) Governmental incursions into ecclesiastical matters violate the Establishment Clause of the First Amendment. That applies to judicial as well as legislative action. *Kreshik v. St. Nicholas Cathedral*, 363 U.S. 190 (1952). As Justice

Brennan noted in *Presbyterian Church v. Mary Elizabeth Blue Hill Memorial Presbyterian Church*, 393 U.S. 440 (1969), “But First Amendment values are plainly jeopardized when church property litigation is made to turn on the resolution by civil courts of controversies over religious doctrine and practice.”

“[W]henever the questions of discipline, or of faith, or ecclesiastical rule, custom, or law have been decided by the highest of [the] church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them.” *Hosanna-Tabor Evangelical Lutheran Church and School v. E.E.O.C.*, 565 U.S. 171, 185 (2012) (quoting *Watson v. Jones*, 80 U.S. (13 Wall) 679 (1872)). The history of Supreme Court jurisprudence acknowledges “a spirit of freedom for religious organizations, an independence from secular control or manipulation — in short, power to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.” (*Id.* at 186) (quoting *Kedroff v. Saint Nicholas Cathedral of Russian Orthodox Church in North America*, 344 U.S. 94 (1952)). See also *Serbian Eastern Orthodox Diocese for U.S. of America and Canada v. Milivojevich*, 426 U.S. 696, 724-25 (1976) (the First and Fourteenth Amendments permit religious organizations “to establish their own rules and regulations for internal discipline and government, and to create tribunals for adjudicating disputes over these matters”).

The doctrine of church autonomy recognizes that carefully structuring the roles of both church and state is to the benefit of both. *McCollum v. Board of Education*, 333 U.S. 203, 212 (1948). (“[T]he First Amendment rests upon the premise that both religion and government can best work to achieve their lofty aims if each is left free from the other within its respective sphere.”). The Church Autonomy Doctrine has been recognized in Alabama. *e.g.*, *Ex parte Bole*, 1203 So.3d 40 (Ala. 2012).

It would be difficult to imagine a set of facts in which the First Amendment and Church Autonomy Doctrine should be more applicable. An adjudication of the issues in this case will rely heavily on the inter-

pretation and application of numerous parts of the *Discipline* and a deep examination into denominational governance, terminology, custom, practice, internal church law, doctrine, policy, and other issues involving an understanding of the disaffiliation rules, process, and procedures. It will require a review of the AWFC Process Document and one or more Judicial Council decisions. It will require a comparison of ¶¶2549 and 2553. A decision adverse to the AWFC could disrupt the entire disaffiliation process within the AWFC and impact not only the AWFC, but possibly hundreds of local churches. The Judicial Council is the denomination's highest judicial body, and it should have the final say over such matters. With all due respect, by deciding the merits of the issues in this case, a court would be forced to intrude into constitutionally dangerous ecclesiastical territory.

The First Amendment protects the authority of religious institutions "with respect to an internal management decision that are essential to the institution's central mission." *Our Lady of Guadalupe*, 140 S.Ct. at p.2060. The history of the Supreme Court has acknowledged the importance of freedom for religious organizations to be independent from secular control or manipulation and to decide for themselves, free from state inference on matters such as governance, faith, and doctrine. *Kedroff v. St. Nicholas Cathedral*, 344 U.S. 94 (1952). The Church Autonomy Doctrine rests both on the Establishment Clause and the Free Exercise Clause of the First Amendment to the U.S. Constitution. This serves not as a personal right, but rather a zone of protection for an entity's internal governance derived from its religious character. (*Id.*). (U.S. Const., Amend. I, states in part, Congress shall make no law respecting an establishment of religion or prohibiting the free exercise thereof.). This constitutional provision provides the fundamental basis for church autonomy over matters that are ecclesiastical in nature.

Similarly, in the *Milivojevich* decision, the court held that the First Amendment allows religious organizations to establish their own rules and procedures for internal discipline and governance and that courts should

defer to the decisions of such organizations on matters of discipline ... or ecclesiastical rule ...". (426 U.S. 696, 724-25 (1976)). The court in *Hosanna-Tabor* recalled the passage from *Watson v. Jones*, stating that "whenever the questions of discipline, or of faith, or ecclesiastical rule, custom, or law" have been resolved by a church, the matter is closed and not to be relitigated by the civil authorities. Again, as expounded upon in *Hosanna-Tabor*, the Church Autonomy Doctrine provides a zone of protection and independence to certain "core" practices and functions that go to the control and destiny of the religious organization.

D. Neither The Neutral Principles Argument Nor Cases Cited In The Complaint Are Controlling Nor Persuasive

The neutral principles approach is one of two approaches often used in the past in church litigation. As is the case in Alabama, that approach has generally been limited to situations where a church left the denomination and retained possession, title, and control of the church property and the court is left to resolve a property dispute. That doctrine has never been accepted in Alabama cases in connection with doctrinal issues related to denominational polity, process, procedures, or discipline such as those presented in this case. It has certainly never been the basis of any judicial decision in Alabama of which undersigned can find that would come remotely close to allowing a local church to disaffiliate from the UMC without following the *Discipline* and Conference policies and processes. Harvest relies on factually distinguishable cases in which facts and law most important to this dispute were not before the court.

Harvest relies heavily on *Haney's Chapel United Methodist Church v. United Methodist*, 716 So.2d 1156 (Ala. 1998), in which the sole issue before the court was ownership of church property of a local church that left the UMC. In that case, the underlying deed to the church was deeded to the "Trustees for the Union Church at Haney's Chapel." Unlike in the present case, there was no mention of the UMC in the Haney's Chapel deed. Likewise, in *Afr. Methodist Episcopal Church v. St. Paul Methodist Church of Selmont*, 362 So.2d 868 (Ala. 1978) relied upon by Harvest, the property had initially been deeded with no mention of the

denomination. Harvest also relied upon *Trinity Presbyterian v Tankersley*, 374 So.2d 861 (Ala. 1979) in which the deeds at issue were to the local church with no mention of the denomination. In fact, the denomination had approved the conveyance and the church's departure from the denomination, but later changed its mind.

In none of the cases relied upon by Harvest was the court presented with the additional facts and legal issues presented in this case such as UMC being named in the deed; articles and certificate of incorporation; a grant being provided from the AWFC to the church; a record of payments of apportionments and other obligations paid by the church to the denomination; acknowledgment of pastoral appointments; and participation in annual conferences where in at least one, Harvest's current pastor stood and made a nomination speech for a candidate for trustee. None of those cases sought judicial intervention on the issue of disaffiliation from a denomination. Those cases were also decided prior to ¶2553 being added to the *Discipline* in 2019 to govern disaffiliations of local churches from the UMC.

Harvest has failed to acknowledge *African Methodist Episcopal Zion Church in America, Inc. v. Zion Hill Methodist Church, Inc.*, 534 So.2d 224 (Ala. 1988) in which dissident members sought to avoid the AME Zion Church's *Book of Discipline* by arguing the local church had been violating the *Discipline* for 75 years. The court rejected that argument holding that, because the local church chose to affiliate with the denomination, they could not then rely on the neutral principles of law argument as a basis for its claim that the church property is not subject to the *Book of Discipline*. The Court held that AME Zion is a hierarchal denomination and further held:

Zion Hill has a been member of the AME Zion for three quarters of a century, by an association that both the national denomination and the local church acknowledge. ... Zion Hill cannot now sever the relationship between AME Zion and itself and unilaterally declare that obligations incumbent upon itself because of three quarters of a century of association do not exist. Zion Hill's choice to join AME Zion means it is obligated to obey all the rules and regulations its members promised to uphold, not just the rules and regula-

tions they prefer; at least in regard to property disputes, the AME Zion *Discipline* binds Zion Hill.

(534 So.2d, pp. 227-28)

Similarly, in *United Methodist Church v. St. Louis Crossing Independent Methodist Church*, 276 N.E. 2d 916 (Ind. App. 1972), the appellate court of Indiana, Div. I, held that even in a case that may be subject to the Neutral Principles Doctrine.

The United States Supreme Court indicated one hundred years ago that the title to property held by a local congregation may be held by implied trust for a general church depending upon the relation found in fact to exist between the local and general churches. ...

The legal consequence of the actual relationship existing between two churches claiming the same property can only be determined as to such property when the polity of the denomination is known ...).

(*Id.*, pp.918-919).

The Court also held:

It is clear that a higher hierarchal polity serves as the foundation for the implied trust theory of parental property control.

(*Id.*, p.920).

The United States Supreme Court has steadfastly held that governmental incursions into such ecclesiastical matters to be violative of the Establishment Clause of the First Amendment of the federal constitution.

(*Id.*, p.920)

We think it obvious that the evidence overwhelmingly shows an affiliation between appellants and the appellees in the format of a hierarchical organization A local church, if it desires to remain independent of the influence of a parent church body, must maintain this independence in the important aspects of its operation—e.g., polity, name, finances. It cannot, as here, enter a binding relationship with a parent church which has provisions of implied trust ...yet deny the existence of such relationship. ... A local church cannot prosper by the benefits afforded by the parent, participate in the functioning of that body, yet successfully disclaim affilia-

tion when the parent acts to the apparent disadvantage of the local, so as to shield from equitable or contractual obligation the valuable property acquired by the local church either before or during such affiliation.

(*Id.*, p.925).

The Defendants also call the Court's attention to *New Jerusalem Church of God, Inc. v. Sneads Community Church, Inc.*, 147 So.3d 25 (Fla. Dist.Ct.App. 2013), in which the Florida District Court of Appeal, First District, ruled in favor of the New Jerusalem Church of God, Inc. ("NJC"). It found that NJC was a hierarchical church and owned the church property at issue. It noted that NJC appointed pastors to the local church and had a governing document setting forth in the religious tenants and doctrine of the denomination known as the "*Book of Rules*" ("BOR"). BOR expressly mandated that the local property is to be held in trust by the NJC and also required local church deeds to contain a trust clause. The Court noted that Sneads actively participated in the NJC for approximately 30 years by attending annual conferences and contributing to the denomination financially. The Court relied, in part, on *Watson v. Jones, supra*, and held that "those who voluntarily unite themselves into a religious association do so with an implied consent to the association's manner of governance and are bound to submit to it." 147 So.3d at 28. (internal citation omitted). The court relied, in part, on *Full Gospel Temple of Tallahassee v. Redd*, 82 So.2d 589 (590) (Fla. 1955) which held that when the local church withdrew from the parent church, "they carried nothing but their membership with them; the parent church retained title to the properties."

The Court in *New Jerusalem* also relied on *Falls Church v. Protestant Episcopal Church in the United States*, 285 Va. 651, 740 S.E 2d 530, 540 (2013), wherein the Supreme Court of Virginia held that the relationship resulting from a local church's decision to join a hierarchical church is analogous to a contractual relationship between the two. Such a relationship shows a mutual ascent to the hierarchical nature of the denomination. Accordingly, the *New Jerusalem* court therefore concluded, by choosing to unite with the NJC,

the Sneads Community Church consented to the NJC governance structure and rules related to property ownership.

E. State Trust Law And Ala. Code §10A-20-2.03

The only trust law relevant to this case is the trust created by ¶2501, *et seq.* of the *Discipline*. Harvest acknowledged in publicly filed documents it was part of the UMC, participated and even voted in AWFC meetings, received a grant from the AWFC, and otherwise acted as a member of the UMC. Therefore, it is bound by UMC polity and the *Discipline*. It is ecclesiastical law, not state law, that created and governs the trust in this case.

Alabama Code §10A-20-2.03 is purportedly applicable to “Special Purpose Entities” formed per *Ala. Code* §10A-20-2.01. The Special Purpose statute on its face is not applicable and even if it were, it would be applicable only as to church property. As noted in the Complaint, that provision begins with the phrase, “Unless otherwise clearly stated in the deed or other instrument under which any church corporation organized under this article ...”. In fact, the Harvest deed, Certificate of Incorporation, and Articles of Incorporation state clearly that Harvest is part of the UMC. Harvest was incorporated as a nonprofit corporation under another set of statutes and not formed as a Special Purpose Entity pursuant to the statutes relied upon.

The Special Purpose Entity statute has nothing to do with and cannot be used to resolve ecclesiastical issues such as church governance, disaffiliation, apportionments, unpaid pension withdrawal liability, and other issues to be resolved in connection with Harvest’s intentions to disaffiliate and defy church law in the process. Harvest cannot use the aforementioned statute as an excuse to defy the *Discipline* in multiple respects so that it can disaffiliate on its own terms.

Moreover, applying the Special Purpose Entity statute to the facts in this case would be unconstitutional. The First Amendment of the U.S. Constitution requires that Congress make no law respecting an establishment of religion or prohibiting its free exercise. It would clearly be a violation of the First Amendment and an unwarranted and unconstitutional intrusion into ecclesiastical matters for the aforementioned statutes to be used to avoid the trust clause that has applied to UMC churches for centuries and in support of a church disaffiliation. Harvest admits it knew about the trust clause when it decided to become part of the UMC and by doing so, Harvest elected to be bound by the trust clause and other parts of the *Discipline*. It is nonsensical to argue that Harvest can become a member of the UMC, accept grants, participate in AWFC meetings and process, yet pick and choose which parts of the *Discipline* it will follow and then disaffiliate on its own terms. Harvest's actions from the time it was formed clearly demonstrated it was holding itself out to the AWFC, state, county, and general public that it was part of the UMC. Harvest elected to become part of the UMC and has remained so for 25 years, and must comply with the *Discipline* and other requirements established by the UMC and AWFC.

F. Plaintiff's Complaint Should Be Dismissed

This case is not simply a property dispute. It is a church dispute over significant ecclesiastical issues related to church membership, disaffiliation, financial requirements, and governance. Based on the First Amendment to the U.S. Constitution and the Church Autonomy Doctrine, this Court does not have jurisdiction over such significant ecclesiastical issues. This is a church dispute that should be decided based on church law and subject to final review by the Judicial Council. Therefore, this Court lacks personal and subject matter jurisdiction and should be dismissed pursuant to *Ala.R.Civ.P.* 12(b)(1) and (2) and for failure to state a claim upon which this Court may grant appropriate relief. Rule 12(b)(6). This Court lacks jurisdiction to decide if

and how Harvest can disaffiliate under church law; the interplay between ¶¶2549 and 2553; amounts due to the AWFC from Harvest under the *Discipline* and Process Documents; and other issues in need of resolution.

Defendants respectfully contend Harvest cannot have a state court absolve it from past, current, and future violations of the *Discipline*, nor can the Court create a disaffiliation process for Harvest that is contrary to the *Discipline* and the AWFC Process Document.

G. Plaintiff's Complaint Is Barred By Principles Of Equitable Estoppel And Unclean Hands

Harvest has admitted it has held itself out as a member of the UMC, and by doing so received a grant from the AWFC for start-up costs. It has also otherwise represented its connection with the UMC and the AWFC and received additional benefits for doing so. Moreover, Harvest represented in at least one annual Charge Conference report sent to the AWFC that its deeds contained a trust clause. Accordingly, AWFC was not aware of the new and rather mystical assertion that Harvest did not consider itself part of the UMC, or its property not subject to the trust cause, until this lawsuit was filed. The AWFC would be materially harmed if the court were to hold the AWFC cannot enforce the trust clause that has been in effect for 250 years, Harvest's financial obligations to the AWFC, and ¶2553 of the *Discipline*. Such a ruling would stand church disaffiliations on their head in the AWFC and disrupt the process for what may be a hundred or more disaffiliations in the future. Accordingly, Harvest should be equitably estopped from using this lawsuit to circumvent church law and its requirements under the *Discipline*. *Cloverland Apartments, Inc. v. Ansley*, 91 So.2d 470 (1956).

In addition, Plaintiff's claims should be dismissed based on the Clean Hands Doctrine. According to the Complaint, Harvest received one or more church grants and other benefits over a period of decades from the AWFC holding itself out as a member of the UMC and AWFC. It also represented to the AWFC that its deeds contained a trust clause. However, on multiple occasions during that time, it purposefully conducted

its affairs with the intention of defying its obligations under the *Discipline*. It now seeks to benefit from such questionable conduct by asking the court for a judicial declaration that would overlook Harvest's conduct and allow it to disaffiliate, take church property, and otherwise defy the *Discipline*. It seeks a court order absolving it from violating church law in the past and allowing it to violate church law in the present. Plaintiff seeks declaratory relief which is equitable in nature and subject to the Clean Hands Doctrine. *Cone v. Cone*, 331 So.2d 656 (Ala. 1976); *Helms v. Tullis*, 398 So.2d 253 (Ala. 1981).

CONCLUSION

The Harvest Complaint totally fails to state a claim against the GCFA or even offer the slightest hint why it has been named as a Defendant in this case or what it has done to subject it to jurisdiction of the court in this matter. The GCFA is due to be dismissed.

This is a church dispute between Harvest and the AWFC involving multiple issues that are ecclesiastical in nature and that should be resolved under church law. At a minimum, the court would be required to resolve issues related to church governance, Harvest's disaffiliation from the denomination, property and trust clause issues, interpretations of multiple parts of the *Discipline*, financial obligations Harvest owes to the AWFC, interpretation of the Conference Process Document, and any additional issues that might result from a counterclaim the AWFC would be required to file. This is not simply a property dispute and neither the Neutral Principles Doctrine nor case law relied upon by Harvest are controlling in this dispute. The Harvest Church Complaint is based on the false premise that somehow a UMC church that has been associated with the UMC and AWFC for 25 years; that received financial and other benefits from the AWFC; participated in AWFC annual conferences; accepted annual appointments of UMC ministers from the AWFC; paid apportionments to the AWFC, as well as other pension and insurance obligations for the benefit of AWFC ministers; represented to the AWFC that church property was subject to the trust clause; and repre-

mented in numerous documents that it is a local church within the UMC; is somehow not really part of the UMC or AWFC.

This case involves a local church that has been part of the UMC for decades, benefitted by that membership, but has decided to disaffiliate and not follow church law governing disaffiliation, church property, financial obligations, and other responsibilities that Harvest committed to follow by joining the UMC. Defendants respectfully request the Harvest Complaint be dismissed on the grounds stated in the motion to dismiss and based on the facts and legal arguments provided herein in support of its motion. This is a church dispute involving significant ecclesiastical issues and should be resolved in accordance with church law and process.

Respectfully submitted February 20, 2023.

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CERTIFICATE OF SERVICE

I hereby certify that I have this date filed a copy of the foregoing with AlaFile which will send a copy of same to the below-listed counsel of record.

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