



## West Virginia E-Filing Notice

CC-28-2024-C-272

Judge: Ryan Flanigan

**To:** William Stafford  
wstafford@brewstermorhous.com

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### NOTICE OF FILING

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IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA  
Trustees of Madison United Methodist Church, Trustee v. Trustees of the West Virginia Conference  
of the United Methodist Church, Trustee  
CC-28-2024-C-272

The following complaint was FILED on 10/28/2024 9:39:49 AM

Notice Date: 10/28/2024 9:39:49 AM

Julie Ball  
CLERK OF THE CIRCUIT COURT  
Mercer County  
1501 W. Main Street, Suite 111  
PRINCETON, WV 24740

(304) 487-8371  
Julie.Ball@courtsww.gov

COVER SHEET

E-FILED | 10/28/2024 9:39 AM  
CC-28-2024-C-272  
Mercer County Circuit Clerk  
Julie Ball

GENERAL INFORMATION

IN THE CIRCUIT COURT OF MERCER COUNTY WEST VIRGINIA

Trustees of Madison United Methodist Church, Trustee v. Trustees of the West Virginia Conference of the United Methodist Church, Trustee

First Plaintiff: ☐ Business ☐ Individual ☐ Government ☒ Other First Defendant: ☐ Business ☐ Individual ☐ Government ☒ Other

Judge: Ryan Flanigan

COMPLAINT INFORMATION

Case Type: Civil Complaint Type: Tort

Origin: ☒ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested: ☒ Yes ☐ No Case will be ready for trial by: 10/28/2025

Mediation Requested: ☐ Yes ☒ No

Substantial Hardship Requested: ☐ Yes ☒ No

- ☐ Do you or any of your clients or witnesses in this case require special accommodations due to a disability?
- ☐ Wheelchair accessible hearing room and other facilities
  - ☐ Interpreter or other auxiliary aid for the hearing impaired
  - ☐ Reader or other auxiliary aid for the visually impaired
  - ☐ Spokesperson or other auxiliary aid for the speech impaired
  - ☐ Other: \_\_\_\_\_
- ☐ I am proceeding without an attorney
- ☒ I have an attorney: William Stafford, PO Box 529 , Bluefield, WV 24701

## SERVED PARTIES (only first 10 parties are listed)

**Name:** Trustees of the West Virginia Conference of the United Methodist Church, Trustee  
**Address:** 900 Washington Street East Suite 300, Charleston WV 25301  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Bishop Debra Wallace Padgett  
**Address:** 900 Washington Street East Suite 300, Charleston WV 25301  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Bishop Sandra Steiner Ball  
**Address:** 900 Washington Street East Suite 300, Charleston WV 25301  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Melissa Shortridge  
**Address:** 900 Washington Street East Suite 300, Charleston WV 25301  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Rick Swearengin  
**Address:** 66 Groves Road, Canvas WV 26662  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Loretta Isaiah  
**Address:** 3301 Broad Street, Parkersburg WV 26104  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Amy Shanholtzer  
**Address:** 3000 Technology Drive, Fairmont WV 26554  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Joe Hill  
**Address:** 900 Washington Street East, Charleston WV 25301  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Neil Leftwich  
**Address:** 1060 Chapline Street Room 111, Wheeling WV 26003  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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**Name:** Scott Ferguson  
**Address:** 97 Goldsborough Avenue, Romney WV 26757  
**Days to Answer:** N/A **Type of Service:** Hold for Later Service

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IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA

Trustees of Madison United Methodist Church, Trustees of First United Methodist Church—Princeton, Trustees of Bellemead United Methodist Church, Trustees of Irons Chapel United Methodist Church, Trustees of Oakvale United Methodist Church, Trustees of Horner United Methodist Church, Trustees of Washington Lands United Methodist Church, Trustees of Heaston United Methodist Church, Trustees of New Salem United Methodist Church, Trustees of Lerona United Methodist Church, Trustees of First United Methodist Church—Parsons, Trustees of Bethel United Methodist Church, Trustees of St Paul's United Methodist Church, Trustees of Kee Street United Methodist Church, Trustees of Friendly United Methodist Church, Trustees of Heights United Methodist Church, Trustees of Stinson United Methodist Church, Trustees of Sistersville First United Methodist Church, Trustees of Six Mile United Methodist Church, Trustees of Stone Coal United Methodist Church, Trustees of Sandlick United Methodist Church, Trustees of Mahone Chapel United Methodist Church, Trustees of Brown's Chapel United Methodist Church, Trustees of Ebenezer United Methodist Church, Trustees of Franklin United Methodist Church, Trustees of Good Shepherd United Methodist Church, Trustees of Miller Memorial United Methodist Church, Trustees of Mt. Horeb United Methodist Church, Trustees of Mt. Zion United Methodist Church, Trustees of Oak Grove United Methodist Church, Trustees of Racine United Methodist Church, Trustees of Trinity United Methodist Church, and Trustees of Walnut Street United Methodist Church,

Plaintiffs,

v.

Civil Action No. \_\_\_\_\_

Trustees of the West Virginia Conference of the United Methodist Church, Bishop Debra Wallace Padgett, Bishop Sandra Steiner Ball, Melissa Shortridge, Rick Swearengin, Loretta Isaiah, Amy Shanholtzer, Joe Hill, Neil Leftwich, Scott Ferguson, and Chip Bennett,

Defendants.

**COMPLAINT**

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

## **PARTIES**

1. Plaintiffs are all trustees of local churches (collectively, “Plaintiff Churches”) affiliated with the national entity known as the United Methodist Church (“UMC”) through their annual conference, Defendant Trustees of the West Virginia Conference of the United Methodist Church (“Conference”).

2. Plaintiff Trustees all have the authority and capacity to sue on behalf of their respective churches and are specifically identified in the lists or certificates of trustees of record in the respective Office of the Clerk of the County Commission of the county in West Virginia wherein each Plaintiff Church is located, which list or certificate is incorporated this Complaint by reference as if fully set forth herein, and as amended from time to time by each Plaintiff Church.

3. Plaintiff Trustees of Madison United Methodist Church are trustees of an unincorporated religious association located at 367 State Street, Madison, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

4. Plaintiff Trustees of First United Methodist Church – Princeton are trustees of an unincorporated religious association located at 100 Center Street, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

5. Plaintiff Trustees of Bellemead United Methodist Church are trustees of an unincorporated religious association located at 510 Burdette Street, Point Pleasant, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

6. Plaintiff Trustees of Irons Chapel United Methodist Church are trustees of an unincorporated religious association located at 188 Pheasant Road, Kerens, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

7. Plaintiff Trustees of Oakvale United Methodist Church are trustees of an unincorporated religious association located at 235 Goodwins Chapel Road, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

8. Plaintiff Trustees of Horner United Methodist Church are trustees of an unincorporated religious association located at 24 Georgetown Road, Horner, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

9. Plaintiff Trustees of Washington Lands United Methodist Church are trustees of an unincorporated religious association located at 242 Frontage Drive, Moundsville, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

10. Plaintiff Trustees of Heaston United Methodist Church are trustees of an unincorporated religious association located at 1592 Murphy Station Road, Buckhannon, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

11. Plaintiff Trustees of New Salem United Methodist Church are trustees of an unincorporated religious association located at 127 New Salem Church Road, Bluefield, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

12. Plaintiff Trustees of Lerona United Methodist Church are trustees of an unincorporated religious association located at 6731 Hinton Road, Lerona, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

13. Plaintiff Trustees of First United Methodist Church – Parsons are trustees of an unincorporated religious association located at 101 First Street, Parsons, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

14. Plaintiff Trustees of Bethel United Methodist Church are trustees of an unincorporated religious association located at 3638 Athens Road, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

15. Plaintiff Trustees of St Paul's United Methodist Church are trustees of an unincorporated religious association located at 203 Currance Street, Parsons, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

16. Plaintiff Trustees of Kee Street United Methodist Church are trustees of an unincorporated religious association located at 311 Kee Street, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

17. Plaintiff Trustees of Friendly United Methodist Church are trustees of an unincorporated religious association located at 8002 Energy Highway, Friendly, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

18. Plaintiff Trustees of Heights United Methodist Church are trustees of an unincorporated religious association located at 2016 North Main Street, Point Pleasant, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

19. Plaintiff Trustees of Stinson United Methodist Church are trustees of an unincorporated religious association located at 800 Oakvale Road, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

20. Plaintiff Trustees of Sistersville First United Methodist Church are trustees of an unincorporated religious association located at 610 Main Street, Sistersville, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

21. Plaintiff Trustees of Six Mile United Methodist Church are trustees of an unincorporated religious association located at 6223 Six Mile Road, Danville, WV 25053, WV,

who own the real property at that address, all improvements thereon, and the personal property therein.

22. Plaintiff Trustees of Stone Coal United Methodist Church are trustees of an unincorporated religious association located at 1251 Old Route 33, Weston, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

23. Plaintiff Trustees of Sandlick United Methodist Church are trustees of an unincorporated religious association located at 1189 Surface Hill Road, Bluefield, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

24. Plaintiff Trustees of Mahone Chapel United Methodist Church are trustees of an unincorporated religious association located at 4849 Ashford Nellis Road, Ashford, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

25. Plaintiff Trustees of Brown's Chapel United Methodist Church are trustees of an unincorporated religious association located at 954 Lick Creek Road, Pipestem, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

26. Plaintiff Trustees of Ebenezer United Methodist Church are trustees of an unincorporated religious association located at 3009 Roberts Ridge Road, Moundsville, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

27. Plaintiff Trustees of Franklin United Methodist Church are trustees of an unincorporated religious association located at 162 N. Main Street, Franklin, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

28. Plaintiff Trustees of Good Shepherd United Methodist Church are trustees of an unincorporated religious association located at 13468 Ripley Road, Point Pleasant, WV, who own the real property at that address, all improvements thereon, and the personal property therein.



29. Plaintiff Trustees of Miller Memorial United Methodist Church are trustees of an unincorporated religious association located at 111 Miller Avenue, Hinton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

30. Plaintiff Trustees of Mt. Horeb United Methodist Church are trustees of an unincorporated religious association located at 3063 Mt. Horeb Road, Princeton, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

31. Plaintiff Trustees of Mt. Zion United Methodist Church are trustees of an unincorporated religious association located at 4477 Troublesome Valley Road, Franklin, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

32. Plaintiff Trustees of Oak Grove United Methodist Church are trustees of an unincorporated religious association located at 1962 Ballengee Road, Talcott, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

33. Plaintiff Trustees of Racine United Methodist Church are trustees of an unincorporated religious association located at 25966 Daniel Boone Parkway, Racine, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

34. Plaintiff Trustees of Trinity United Methodist Church are trustees of an unincorporated religious association located at 615 Viand Street, Point Pleasant, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

35. Plaintiff Trustees of Walnut Street United Methodist Church are trustees of an unincorporated religious association located at 88 Walnut Street, Franklin, WV, who own the real property at that address, all improvements thereon, and the personal property therein.

36. The UMC is a worldwide, mainline Protestant church denomination founded in 1968.

37. The UMC's governing document at all times relevant to this Complaint is the 2016 *Book of Discipline of the United Methodist Church*, as amended ("*Discipline*").<sup>1</sup>

38. The UMC is not named as a defendant herein because it is not a legal entity that can sue or be sued. *Discipline* ¶2501.

39. The UMC is unincorporated and incapable of holding property; therefore, it does not and cannot own any of Plaintiff Churches' property. *Discipline* ¶2501.

40. Defendant Trustees of the West Virginia Conference of the United Methodist Church are trustees of an unincorporated religious association with a business address of 900 Washington Street East, Suite 300, Charleston, Kanawha County, West Virginia 25301. Defendant Trustees are those persons identified in attached Exhibit A, two (2) of whom, upon information and belief, are residents of Mercer County, West Virginia.

41. Defendant Bishop Debra Wallace Padgett, in her official capacity as bishop of the Conference ("Bishop"), was appointed Bishop of the Conference on or about July 12, 2024, and currently presides over the Conference and has a place of business at 900 Washington Street East, Suite 300, Charleston, Kanawha County, West Virginia 25301.

42. Defendant Sandra Steiner Ball, in her official capacity as the previous bishop of the Conference, ("Past Bishop") presided over the Conference during the period relevant to this Complaint until replace by Bishop Debra Wallace Padgett. During the Past Bishop's tenure, she maintained a place of business at 900 Washington Street East, Suite 300, Charleston, Kanawha County, West Virginia 25301.

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<sup>1</sup> A free online version of this lengthy document is available here: <https://www.cokesbury.com/book-of-discipline-book-of-resolutions-free-versions>.

43. Defendant Rick Swarengin is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in his professional capacity maintaining a place of business at 66 Groves Road, Canvas, West Virginia 26662.

44. Defendant Loretta Isaiah is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in her professional capacity maintaining a place of business at 3301 Broad Street, Parkersburg, West Virginia 26104.

45. Defendant Amy Shanholtzer is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in her professional capacity maintaining a place of business at 3000 Technology Drive, Fairmont, West Virginia 26554.

46. Defendant Joel Hill is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in her professional capacity maintaining a place of business at 900 Washington Street, East, Charleston, West Virginia 25301.

47. Defendant Neil Leftwich is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in his professional capacity maintaining a place of business at 1060 Chapline St. Room 111, Wheeling, West Virginia 26003.

48. Defendant Scott Ferguson is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in her professional capacity maintaining a place of business at 97 Goldsborough Avenue, Romney, West Virginia 26757.

49. Defendant Chip Bennett is a District Superintendent of Defendant Conference (“Superintendent”) and is a defendant in her professional capacity maintaining a place of business at 213 S. Heber St., Beckley, West Virginia 25801.

50. Defendant Melissa Shortridge is a retired clergy and agent of Defendant Conference who functions or functioned as a part time assistant to the Defendant Trustees and the Cabinet of

the Conference. Upon information and belief, Defendant Melissa Shortridge has a place of business at 900 Washington Street East, Suite 300, Charleston, Kanawha County, West Virginia 25301

### **JURISDICTION AND VENUE**

51. This matter is a contract, tort, equity, money, and trust termination/reformation dispute.

52. Subject-matter jurisdiction—more fully discussed below—exists pursuant to the West Virginia Constitution, Article VIII, Section VI, and West Virginia Code §51-2-2. The Circuit Courts of West Virginia are courts of general jurisdiction and have jurisdiction over the subject matter of this complaint.

53. This Court has personal jurisdiction over Defendants as trustees, officers, and agents of a West Virginia church operating and doing business in West Virginia and/or residents of West Virginia.

54. Venue is proper in this Court under West Virginia Code §56-1-1 because two (2) of the Defendant Conference Trustees are residents of Mercer County, West Virginia, and this is not an action of ejectment, unlawful detainer, to recover land, or subject land to a debt.

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

### **STATEMENT OF FACTS**

#### **Organization of The United Methodist Church**

56. The UMC acts through units organized as conferences.

57. The highest-level conference is the General Conference, which is a global assembly of the UMC that meets every four years.

58. Annual Conferences are administrative subdivisions of the UMC with each covering a specified geographic area. Annual Conferences are sub-divided into geographic districts. Each district is administratively supervised by a “District Superintendent” who reports to the bishop.

59. Annual Conferences have authority to settle litigation, remove churches from the denomination, and release property.

60. Annual Conferences meet annually and are presided over by a bishop and cabinet.

61. The bishop of each Annual Conference is expressly designated to be the “shepherd of the whole flock” and commissioned to lead the way to “understanding, reconciliation, and unity within the Church.” *Discipline* ¶403.1(e).

62. Each geographic district within an Annual Conference is headed by a district superintendent who operates as the go-between for individual churches and the Annual Conference.

63. Here, Defendant Conference is an Annual Conference presided over by Defendant Trustees, Defendant Bishop, and Defendant District Superintendents.

64. Plaintiff Churches are local churches within Defendants’ geographic district.

### **The Discipline and the Trust Clause**

65. The *Discipline* is the constitution and governing document of the UMC.

66. The *Discipline* is the connectional covenant that sets forth the terms of the shared contract to which all individuals and entities associated with the UMC agree to be bound.

67. The General Conference is the only body within the UMC with authority to pass legislation binding the entire UMC, and no entity, body, or person other than the General Conference can amend or negate any portion of the *Discipline*.

68. The *Discipline* recognizes, however, that where its terms conflict with local law, then local law prevails. *Discipline* ¶2506.1.

69. Plaintiff Churches own and have, on their own, paid for and maintained their properties, parsonages, cemeteries, and ministry facilities that are central to their ability to assemble and worship.

70. Plaintiff Churches have paid their ministers and all their ministers' benefits.

71. In addition to paying all costs and expenses to operate their churches for the benefit of their respective local communities, some Plaintiff Churches have, from time to time, voluntarily and charitably donated back to Defendant Conference with no services being rendered by Defendant Conference in exchange.

72. Plaintiff Churches have paid annual apportionments to Defendants for decades totaling in the millions of dollars.

73. Nevertheless, the UMC and Defendants claim that pursuant to the *Discipline*, all of Plaintiff Churches' real and personal property is encumbered by an irrevocable trust for the benefit of the UMC and Defendants.

74. The UMC and Defendants claim that if a local church withdraws from the UMC, its property is forfeited and becomes the property of the annual conference or board of trustees of the conference in which it sits, which in this case would be Defendant Conference and Defendant Trustees.

75. The trust clause notwithstanding, the UMC has a decades-long pattern and practice of allowing local churches to disaffiliate with their property pursuant ¶¶2548.2, 2549, and others in the *Discipline*. *Discipline* ¶2549 attached as Exhibit B.

76. On August 22, 2022, the UMC Judicial Council held that ¶2548.2 could no longer be used to disaffiliate, thus eliminating one pathway historically used by local churches to disaffiliate and still retain their property.

### **Disaffiliation Pursuant to ¶2553**

77. In February 2019, in recognition of “the current deep conflict within The United Methodist Church” regarding issues of “conscience,” the specifics of which are irrelevant here, the General Conference adopted ¶2553 of the *Discipline* which set forth a method by which local churches could amicably disaffiliate for reasons of conscience while retaining their real and personal property. *Discipline* ¶2553 attached as Exhibit C.

78. Paragraph 2553 set out a neutral procedure, not based on any religious questions or requiring the interpretation of any religious doctrines, whereby a local church could disaffiliate and retain its property free of any claim of trust in favor of the UMC.

79. Paragraph 2553 allowed a very limited role for the board of trustees of an annual conference, such as Defendant Trustees, to enter into a “binding Disaffiliation Agreement” containing standard terms specified in ¶2553 (all of which are financial or otherwise temporal and non-religious), and to which it may add “additional *standard* terms *that are not inconsistent*” with ¶2553. (Emphasis added.)

80. No provision of ¶2553 gave Defendants authority to directly or indirectly thwart the purposes of the General Conference either by preventing local churches from exercising their right to disaffiliate under ¶2553 or by taking any steps that they knew would have that effect.

81. By its express terms, ¶2553 expired on December 31, 2023.

### **Disaffiliation in West Virginia**

82. Due to Plaintiff Churches’ issues of “conscience,” their members wished to

amicably disaffiliate from the UMC with their real and personal property pursuant to their contractual right under ¶2553.

83. In or around August 2022, Defendants informed Plaintiff Churches that they did not qualify for disaffiliation under ¶2553 because nothing had yet changed in the *Discipline* and the Conference had not taken any actions that would give the Plaintiffs the ability to utilize that Paragraph which was an alternate interpretation than utilized across the majority of the conferences in the United States.

84. This was a false statement because there was nothing in ¶2553 that disqualified Plaintiff Churches from disaffiliating under ¶2553.

85. Defendants announced, however, that Plaintiff Churches could disaffiliate with their property pursuant to ¶2549 as a replacement to ¶2553, with one of the required steps being that each Plaintiff Church must meet with Melissa Shortridge or another representative of the Defendants.

86. Despite ¶2553's December 31, 2023, sunset date, Shortridge and/or one of Defendants' district superintendents, as representatives and agents of Defendants, personally visited each Plaintiff Church and told them there was no reason to make any disaffiliation decision prior to the next General Conference meeting in May 2024, where the *Discipline* may or may not be changed, and expressly promised that if, after that conference, they still wished to disaffiliate with their property, they would be allowed to do so as their process under ¶2549 did not have that sunset date and would still be available. This was one of the selling points of the substituted process the Defendants made available.

87. Plaintiff Churches, in good faith, trusted Defendants and waited until after May 2024 to make their final disaffiliation decision.



88. At the May 2024 General Conference meeting, broad changes were made to the *Discipline*.

89. As a result, each Plaintiff Church independently determined it wished to disaffiliate. However, when Plaintiff Churches reached out to Defendants to do so, Defendants informed Plaintiff Churches that they would not be permitted to leave without surrendering their real and personal property.

90. Plaintiff Churches have since learned that agents of Defendants, including but not limited to Past Bishop Ball, Reverend Jeff Taylor, chair of the Order of Deacons in Defendant Conference, and Defendant Conference's delegate to the 2024 general Conference Judi Kenaston, were all actively working to orchestrate the offending changes to the *Discipline*.

91. Defendants and their agents, knowing Plaintiff Churches wished to disaffiliate for the very changes Defendants were actively orchestrating, fraudulently induced Plaintiff Churches to wait until after the ¶2553 sunset date and after the 2024 General Conference with the actual intent of not keeping Defendants' promises and with the actual intent that Plaintiff Churches would not be allowed to leave without handing their property over to Defendants in exchange for nothing.

92. Defendants were aware at the time they made their representations to Plaintiff Churches that those representations were false.

93. Defendants were and are aware that Plaintiff Churches did not timely disaffiliate under ¶2553 or ¶2549 due directly to their good-faith reliance on Defendants' false representations and promises.

94. Defendants used fraud and collusion to intentionally deprive Plaintiff Churches of their contractual right to disaffiliate with their property.

95. Although more than 7,500 former UMC churches in other conferences have successfully disaffiliated with their property since June 2023, Defendants, through deception, prevented Plaintiff Churches from doing so.

96. Upon information and belief, Defendants deliberately misrepresented their intentions to Plaintiff Churches (1) to penalize them for wanting to disaffiliate, (2) to restrict their freedom regarding “issues of conscience,” (3) to ensure they were unable to timely exercise their contractual right to disaffiliate with their property, (4) to enrich Defendants by preventing disaffiliation unless Plaintiff Churches handed over their property to Defendants, and/or (5) to force Plaintiff Churches to remain in the UMC and thereby pay Defendants millions of dollars in apportionments.

97. The direct and purposeful lies told by Defendants to Plaintiff Churches were intended to preclude Plaintiff Churches from exercising their contractual right to disaffiliate with their property and were completely *inconsistent* with the terms and intent of ¶2553.

### **SUBJECT-MATTER JURISDICTION**

98. While West Virginia courts rightfully abstain from interfering with disputes internal to religious organizations that involve strictly doctrinal issues, they have afforded judicial review in matters affecting civil or property rights where relief is sought based on neutral principles.

99. In affording such review, a court may interpret provisions of religious documents involving property rights and other nondoctrinal matters so long as the analysis can be done in purely secular terms.

100. Though there may be theological reasons behind any church’s decision to disaffiliate from a denomination, this Court need not delve into those issues, as ¶¶2553 and 2549

of the *Discipline* and the applicable secular laws all consist of neutral principles that do not involve any religious or ecclesiastical question that would offend the First Amendment to the United States Constitution or West Virginia's Constitution.

101. This Court may and must apply neutral principles of law to protect Plaintiff Churches' interests.

102. The West Virginia Supreme Court of Appeals has also acknowledged an exception to a court's generally applicable abstention where, as here, a church has acted with fraud or collusion.

103. This Court may and must exercise its equitable powers to prevent Defendants from using fraud and collusion to substantially enrich themselves at the expense of Plaintiff Churches.

#### **COUNT I – FRAUD/FRAUDULENT INDUCEMENT**

104. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

105. Defendants falsely represented to Plaintiff Churches that they did not qualify for disaffiliation under ¶2553.

106. Defendants, by and through their agents Melissa Shortridge and/or one or more Defendant District Superintendents, personally visited or communicated with each Plaintiff Church and falsely stated there was no reason to disaffiliate from the UMC in advance of the May 2024 conference.

107. Despite the December 31, 2023, sunset date contained in ¶2553, Defendants literally promised each Plaintiff Church that if it still wished to disaffiliate with its property after the May 2024 conference, it would be allowed to do so under the substituted ¶2549 process the Defendants provided to the Plaintiffs.

108. Defendants knew, at the time those representations and promises were made, that

they were untrue.

109. Defendants' intentional misrepresentations were material in that Plaintiff Churches' ability to exercise their contractual rights and to disaffiliate from the UMC with their property depended upon Defendants' representations and promises being true.

110. Plaintiff Churches justifiably and in good faith relied upon Defendants' false statements and promises by waiting until after the May 2024 conference, as instructed by Defendants.

111. Defendants knew Plaintiff Churches were relying on their false statements and promises, as they were aware of Plaintiff Churches' desire to disaffiliate but nonetheless induced them to allow the ¶2553 sunset date expire.

112. As a direct and proximate result of Defendants' fraud and fraudulent inducement, Plaintiff Churches suffered damages, including but not limited to the loss of valuable contract and property rights.

### **COUNT II – BREACH OF FIDUCIARY DUTY**

113. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

114. Plaintiff Churches are members of Defendant Conference.

115. Defendants had a fiduciary duty under the law to act in good faith and in the best interests of their members, including Plaintiff Churches.

116. Further, the *Discipline* established a contractual relationship between Defendants and Plaintiff Churches characterized by elements of fiduciary duty and other intangible benefits.

117. Defendant Bishop, in particular, had a fiduciary duty to Plaintiff Churches under the *Discipline* as “shepherd of the whole flock” commissioned to lead the way to “understanding, reconciliation, and unity within the Church.” *Discipline* ¶403.1(e).

118. Plaintiff Churches reposed special trust and confidence in Defendants by paying them millions of dollars in apportionments, entrusting them with the use of their money and other personal property, devoting decades of ministerial services in support of Defendants and the UMC, and trusting Defendants to keep their promises.

119. At the same time Defendants were obligated to act in Plaintiff Churches' best interests, Defendants made the false statement to them that they did not qualify for disaffiliation under ¶2553.

120. At the same time Defendants were obligated to act in Plaintiff Churches' best interests, Defendants made the false statement to them that there was no reason to make a disaffiliation decision before the May 2024 General Conference.

121. At the same time Defendants were obligated to act in Plaintiff Churches' best interests, Defendants made false promises to them that, should they still wish to disaffiliate after the May 2024 General Conference, they would be allowed to do so and to take their property with them.

122. At the same time Defendants were obligated to act in Plaintiff Churches' best interests, when Plaintiff Churches attempted to exercise their contractual right to disaffiliate with their property after the May 2024 General Conference, Defendants summarily denied them any possibility of doing so.

123. At the same time Defendants were obligated to act in Plaintiff Churches' best interests, Defendants deliberately put Plaintiff Churches in the position of either (1) staying with the UMC and continuing to pay Defendants apportionments, or (2) disaffiliating from the UMC and leaving all their real and personal property to Defendants.

124. Contrary to their fiduciary duty under the law and under the contract, Defendants

acted to substantially enrich themselves at the direct expense of Plaintiff Churches.

125. Where, as here, a fiduciary obtains any benefit from the fiduciary relationship, a presumption of fraud arises.

126. As a direct and proximate result of Defendants' breach of fiduciary duty, Plaintiff Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

### **COUNT III – CONSTRUCTIVE FRAUD**

127. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

128. By virtue of their relationship, Plaintiff Churches reposed special trust and confidence in Defendants.

129. Plaintiff Churches relied upon and trusted Defendants when Defendants told them they did not qualify for disaffiliation under ¶2553.

130. Plaintiff Churches relied upon and trusted Defendants when Defendants told them to wait until after the May 2024 General Conference to pursue disaffiliation.

131. Plaintiff Churches relied upon and trusted Defendants when Defendants promised they would be allowed to disaffiliate with their property after May 2024.

132. Despite Defendants' representations and promises and Plaintiff Churches' good-faith reliance thereon, Defendants' representations and promises were false.

133. Further, Defendants concealed from Plaintiff Churches the fact that Defendants were actively working to ensure that the changes to the *Discipline* that they were denying, would actually occur.

134. As a result, Defendants gained a substantial advantage over Plaintiff Churches by inducing them to miss the ¶2553 deadline, thereby requiring them to either remain in the UMC

and pay Defendants substantial apportionments, or to close and leave all their real and personal property to Defendants.

135. Defendants intended that Plaintiff Churches would rely on Defendants' representations and promises and would remain in the UMC and not exit prior to the ¶2553 deadline or May 2024.

136. As a direct and proximate result of Defendants' constructive fraud, Plaintiff Churches suffered damages, including but not limited to the loss of valuable contract and property rights.

#### **COUNT IV – BREACH OF CONTRACT/GOOD FAITH AND FAIR DEALING**

137. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

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

139. Implied in this contract, as in every contract in West Virginia, is a covenant of good faith and fair dealing in the contract's performance.

140. A breach of this implied duty is a breach of contract.

141. Paragraphs 2548.2 and 2549 of the *Discipline* are material provisions that Plaintiff Churches were entitled to rely upon, and in fact so relied.

142. Paragraph 2553 of the *Discipline*, which was specifically enacted by the UMC's highest body to allow local churches to disaffiliate with their property, was a material provision that Plaintiff Churches were entitled to rely upon, and in fact so relied.

143. Plaintiff Churches abided by their obligations under the contract or, to the extent they did not, their failure to abide by their obligations was the direct and proximate result of Defendants' fraud and inducement to allow the ¶2553 sunset date to expire.

144. Defendants breached the contract by refusing to allow Plaintiff Churches to disaffiliate pursuant to the provisions of the *Discipline* that have long been used for that purpose and upon which Plaintiff Churches were entitled to rely upon, and in fact so relied.

145. Defendants breached the contract by not timely honoring Plaintiff Churches' contractual rights under ¶2553.

146. Defendants breached the contract by inducing Plaintiff Churches to wait until after the May 2024 General Conference to consider disaffiliation, intentionally lulling them into a false sense of security.

147. Defendants breached the contract by promising Plaintiff Churches they would be allowed to disaffiliate with their property after the May 2024 General Conference, only to then deny them that right.

148. Defendants breached the contract by violating the implied covenant of good faith and fair dealing in that Defendants knew Plaintiff Churches were trusting them to honor their contractual right to disaffiliate with their property, but instead, Defendants lied to Plaintiff Churches, inducing them to miss the ¶2553 deadline.

149. Defendants breached the contract by violating the covenant of good faith and fair dealing by promising Plaintiff Churches their contractual rights would be honored after May 2024, only to then summarily deprive them of those rights.

150. Defendants' promises and actions were intentionally inconsistent with the rights and purpose of ¶2553, and intentionally interfered with Plaintiff Churches' contractual



performance, all in violation of the standards of decency, fairness, and reasonableness and in violation of the covenant of good faith and fair dealing.

151. As a direct and proximate result of Defendants' breaches, Plaintiff Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

#### **COUNT V – COLLUSION/CONSPIRACY**

152. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

153. Defendants colluded and conspired together to fraudulently convince Plaintiff Churches there was no reason to disaffiliate because the *Discipline* had not changed and might not change, all the while concealing the fact that Defendants were actively working to ensure those changes occurred.

154. Defendants colluded and conspired together to fraudulently induce Plaintiff Churches to allow the ¶2553 sunset date to expire and to allow the May 2024 General Conference, to pass before seeking to disaffiliate.

155. Defendants acted with purpose, designing together a scheme to defraud Plaintiff Churches (1) so that they could not exercise their contractual rights to disaffiliate with their property, or (2) so that Defendants could steal all their real and personal property if they disaffiliated, or (3) to prevent disaffiliation altogether so Defendants could keep collecting apportionments from Plaintiff Churches now held hostage by Defendants' actions.

156. Defendants conspired together and acted in concert for the unlawful purposes of committing, *inter alia*, fraud, breach of contract, and breach of fiduciary duty.

157. As a direct and proximate result of Defendants' unlawful collusion and conspiracy, Plaintiff Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

## **COUNT VI – PROMISSORY ESTOPPEL**

158. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

159. Defendants promised, through the enactment of ¶2553, that Plaintiff Churches could pursue disaffiliation with their property so long as the process was completed by December 31, 2023.

160. Defendants promised, through the promises of Melissa Shortridge and/or various district superintendents, that Plaintiff Churches could pursue disaffiliation with their property under 2549 after the May 2024 General Conference.

161. Defendants nevertheless never permitted any church in West Virginia to disaffiliate under 2553 and/or instructed Plaintiff Churches to wait until after the May 2024 General Conference to make a decision regarding disaffiliation.

162. Defendants personally visited and expressly promised each Plaintiff Church that if they still wished to disaffiliate with their property after that conference, they would be allowed to do so.

163. Defendants intended that Plaintiff Churches would follow Defendants' instructions and rely on Defendants' promises.

164. Plaintiff Churches did, in fact, reasonably rely on Defendants' instructions and promises by refraining from exercising their contractual rights until after the May 2024 conference, only to then have Defendants summarily refuse to abide by their promises.

165. Defendants knew at the time they made these promises to Plaintiff Churches that they were false.

166. Plaintiff Churches had no way of knowing that Defendants would not, and did not intend to, abide by their representations and promises.

167. As a direct and proximate result of Plaintiff Churches' reasonable reliance on Defendants' material promises, Plaintiff Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

168. Defendants' material promises were false, their refusal to abide by them is inequitable, and injustice can only be avoided by estopping Defendants from denying their promises, and by allowing Plaintiff Churches to disaffiliate with their property pursuant to ¶2553 or ¶2549 of the *Discipline*.

### **COUNT VII – EQUITABLE ESTOPPEL**

169. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

170. Through the enactment of ¶2553, Plaintiff Churches were given a contractual right to pursue disaffiliation with their property so long as the process was completed by December 31, 2023.

171. Defendants nevertheless, intentionally or negligently, informed Plaintiff Churches they did not qualify for disaffiliation under ¶2553, which statement was false.

172. Defendants, intentionally or negligently, instructed Plaintiff Churches to wait until after the May 2024 conference to make a decision regarding disaffiliation, representing to them that there was no reason to disaffiliate before that date, which statement was false.

173. Defendants personally visited and, intentionally or negligently, promised each Plaintiff Church that if they still wished to disaffiliate with their property after that conference, they would be allowed to do so, which statement was false.

174. Defendants knew, or had the means to know, at the time those statements were made that they were false.

175. Plaintiff Churches reasonably relied on Defendants' instructions and statements by

refraining from attempting to exercise their contractual rights until after the May 2024 conference.

176. Plaintiff Churches had no way of knowing Defendants' statements were false.

177. As a direct and proximate result of Defendants' intentional or negligent misstatements of material fact, Plaintiff Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

178. Defendants' instructions and promises were false, their refusal to abide by them is inequitable, and injustice can only be avoided by estopping Defendants from denying their promises, and by allowing Plaintiff Churches to disaffiliate with their property pursuant to ¶2553 or ¶2549 of the *Discipline*.

**COUNT VIII – JUDICIAL MODIFICATION, TERMINATION,  
OR REFORMATION OF THE TRUST**

179. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

180. Plaintiff Churches are the settlors and trustees of the trusts purportedly created by the *Discipline* with respect to their respective properties.

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

182. The UMC trust has never been fully irrevocable; rather, property placed in trust could be “released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties” to the extent allowed by the *Discipline*. *Discipline* ¶2501.2.

183. Historically, ¶¶2548.2 and 2549 were used for such purposes and, more recently, ¶2553 was written for that express purpose.

184. Pursuant to W. Va. Code § 44D-4-410(a), a court may terminate a trust to the extent its purposes have become contrary to public policy.

185. Pursuant to W. Va. Code § 44D-4-412(a), a court may modify or terminate a trust “if, because of circumstances not anticipated by the grantor, modification or termination will further the purposes of the trust.”

186. Pursuant to W. Va. Code § 44D-4-415, a court may reform a trust even if its terms are unambiguous, to conform the terms to the settlor’s intent where “the terms of the trust instrument were affected by a mistake of fact or law, whether in expression or inducement.”

187. Pursuant to W. Va. Code § 44D-4-413, with regard to a charitable trust: “the court shall apply cy pres to fulfill as nearly as possible the grantor’s charitable intention, whether it be general or specific.”

188. At the time Plaintiff Churches affiliated with the UMC, it was their intent and understanding that the terms of any trust created by the *Discipline* would still allow them to disaffiliate, if necessary, without abandoning their long-held church property.

189. At the time Plaintiff Churches affiliated with the UMC and throughout their affiliation, they never intended for their church property to be held hostage in an irrevocable trust even after disaffiliation.

190. Plaintiff Churches also intended and understood that, pursuant to the terms of the *Discipline*, they would be the trustee of any trust in which they placed their church property and as such, would be able to exercise all authority and powers vested in trustees under West Virginia law.

191. To the extent that any term of the *Discipline* allegedly limits Plaintiff Churches’ right to disaffiliate with their property or empowers the UMC or Defendants to interfere in the exercise of Plaintiff Churches’ powers as trustee, that term was affected by a mistake of fact or law.

192. The current circumstances were not, and could not have been, anticipated by Plaintiff Churches when they joined the UMC and purportedly put their property in trust, and as such, modification or termination will further the purposes of the trust in accordance with the Plaintiff Churches' intent at the time they joined the UMC.

193. Further, the current situation is unconscionable, inequitable, and contrary to public policy, and Plaintiff Churches' intentions as settlors of the purported trusts have become impracticable or impossible.

194. To the extent the *Discipline* conflicts with these laws, these laws prevail. *Discipline* ¶2506.1.

195. Plaintiff Churches wish to have their respective trusts terminated, or alternatively, reformed or modified to clearly state that the trust is revocable, and/or to have themselves clearly established as the trustee with all power to revoke the trust and/or dispose of the property as West Virginia law allows and consistent with their original intent and understanding when the trust was purportedly created.

### **COUNT IX—UNJUST ENRICHMENT**

196. Plaintiff Churches adopt and incorporate paragraphs 1-103 as if fully stated here.

197. Plaintiff Churches have paid for and maintained their own properties, with no assistance from the UMC, for decades and, in some cases, centuries.

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

199. To the extent Plaintiff Churches placed their real and personal property into a trust

for the benefit of the UMC and Defendants, they did so in reliance upon those provisions and this long-established course of conduct believing that, if it became necessary, they could disaffiliate and take their property with them.

200. If Plaintiff Churches are found to have conveyed their church buildings and other property to Defendants, then they did so under a mistake of fact or in mistaken reliance on a right or duty.

201. Furthermore, in fraudulently inducing Plaintiff Churches to wait to exercise their contractual right to disaffiliate and promising them they would still be able to disaffiliate with their property and then refusing them that opportunity, Defendants engaged in unconscionable, fraudulent conduct and abuse of a confidential relationship.

202. Plaintiff Churches did not confer the benefit of their real and personal property on the UMC and Defendants gratuitously, they did so with the reasonable expectation that Defendants would not lie to them or try to take their property without just compensation.

203. Defendants and the UMC consciously and knowingly accepted the benefit of the trust purportedly containing Plaintiff Churches' real and personal property, lied to prevent them from timely exercising a contractual right to disaffiliate with their property, then denied them all contractual rights to disaffiliate with the intent to either steal that property, or use the purported trust as leverage to hold Plaintiff Churches hostage, forcing them to continue paying Defendants millions of dollars in apportionments, either way unjustly enriching themselves.

204. Equity and good conscience will not allow Defendants to profit from their bad acts, but rather, they require that Plaintiff Churches be allowed to leave the UMC and take their property with them.

205. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff

Churches have suffered damages, including but not limited to the loss of valuable contract and property rights.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Churches pray for relief as follows:

- a. An order requiring Defendants to specifically perform their promises to allow Plaintiff Churches to disaffiliate with their real and personal property; or
- b. An order that Defendants be estopped from denying or repudiating their prior acts, statements, and promises and that they be required to allow Plaintiff Churches to complete the disaffiliation process as promised; or
- c. An order requiring Defendants to specifically perform under the express contract terms of ¶2553 of the *Discipline*; or
- d. An order requiring Defendants to specifically perform pursuant to their pattern and practice under ¶2548.2 and/or ¶2549 of the *Discipline*; or
- e. An order requiring Defendants to pay Plaintiff Churches the fair market value of all their respective real and personal properties and all relocation costs; or
- f. An order terminating the purported trust or, alternatively, modifying or reforming any such trust to clarify that it is revocable, and that Plaintiff Churches can exercise authority as trustee, free from any interference by Defendants or the UMC; and
- g. An award of punitive damages as permitted by law; and
- h. An award of pre-judgment and post-judgment interest as permitted by law; and
- i. An award of attorneys' fees and costs as permitted by law; and
- j. Such other and further relief as is just and proper.

**PLAINTIFFS DEMAND TRIAL BY JURY ON ALL ISSUES SO TRIABLE.**



TRUSTEES OF MADISON UNITED  
METHODIST CHURCH, ET AL.  
By Counsel.

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**CERTIFICATE OF APPOINTMENT OF TRUSTEES OF THE WEST VIRGINIA ANNUAL  
CONFERENCE OF THE UNITED METHODIST CHURCH**

**WHEREAS**, at the regular session of the West Virginia Annual Conference of The United Methodist Church held in the month of June of 2019, August of 2020, June of 2021, and June of 2023 in the City of Buckhannon, West Virginia, in accordance with §2512.1 of THE BOOK OF DISCIPLINE OF THE UNITED METHODIST CHURCH (2016), the following persons were elected as members of the Board of Trustees of the West Virginia Annual Conference of The United Methodist Church, or were selected to fill a vacancy in accordance with §2512.2, to serve until their respective terms expire as hereinafter indicated:

<u>NAME</u>	<u>TERM ENDING</u>
Nancy Cheshire	June 30, 2024.
Yvonne W. Harris	June 30, 2024
Richard Shaffer	June 30, 2024
Richard E. Ford, Jr.	June 30, 2025
Sheri Kernik	June 30, 2025 <sup>Ret</sup>
Thomas Matthews	June 30, 2025
Holly Biondi	June 30, 2026
Annette Carper	June 30, 2026
Ken Krimmel	June 30, 2026
Randall F. Flanagan	June 30, 2027
Cynthia Eakle	June 30, 2027
Frank Shomo	June 30, 2027

Mercer County  
Verlin T. Moya, Clerk  
Instrument 913624  
10/20/2023 @ 01:08:40 PM  
CHURCH TRUSTEE  
Book 5 @ Page 795  
Pages Recorded 2  
Recording Cost \$ 12.00

**THEREFORE**, pursuant to the provisions of Section 6, Article 1, Chapter 35 of the Code of West Virginia, I, Judith M. Kenaston, Secretary of the West Virginia Annual Conference of The United Methodist Church, do hereby certify that the above named persons are the duly elected, appointed and acting members of the Board of Trustees of the West Virginia Annual Conference of The United Methodist Church, to serve until their terms expire as shown above, or until their successors have been elected.

DATED this 10<sup>th</sup> day of June, 2023.

Judith M. Kenaston  
Judith M. Kenaston, Secretary  
West Virginia Annual Conference  
The United Methodist Church

COUNTY OF UPSHUR, to-wit:

I, **ROBERT N. FILE**, a Notary Public in and for the State of West Virginia, do hereby certify that **JUDITH M. KENASTON**, Secretary whose name is signed to the writing above, bearing date the 10<sup>th</sup> day of June, 2023, has this day personally appeared before me in said County, and after being by me first duly sworn did depose and say that she is Secretary of the West Virginia Annual Conference of The United Methodist Church, and that the information contained in the foregoing Certificate is true and correct.

GIVEN under my hand and notarial seal the 10<sup>th</sup> day of June, 2023.

My commission expires: June 28, 2026

{Notary Stamp}



Robert N. File

NOTARY PUBLIC

This instrument prepared by:  
Robert N. File, Esquire  
**FILE PAYNE SCHERER & FILE PLLC**  
130 Main Street -- Law Building  
Beckley, West Virginia 25801  
(304) 253 - 3358

# Book of Discipline: ¶ 2549. Disposition of Property of a Closed Local Church

The Book of Discipline of The United Methodist Church -- 2016

EXHIBIT B

SHARE     

**¶ 2549. Disposition of Property of a Closed Local Church**—1. Except as provided in ¶ 2549.3, the district superintendent may, pursuant to this paragraph, recommend the closure of a local church, upon a finding that:

- a) The local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204); or
- b) The local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church.

2. Procedure—a) Prior to a recommendation to close a local church, the district superintendent shall:

- (1) Guide the congregation in an assessment of its potential as outlined in ¶ 213, in consultation with the appropriate agency assigned the responsibility of the conference parish and community development strategy;
- (2) Obtain and consider an opinion of legal counsel as to the existence of any reversion, possibility of reverter, right of reacquisition, or similar restrictions to the benefit of any party;
- (3) Develop, in consultation with the appropriate district board of church location and building, a plan for the future use of all the real and personal, tangible and intangible property of the local church; and
- (4) Develop a plan for the transfer of the membership of the local church (¶ 229).

b) Upon a recommendation by the district superintendent, and with the consent of the presiding bishop, a majority of the district superintendents, and the appropriate district board of church location and building, the annual conference may declare a local church closed. If the annual conference closes a local church, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual conference board of trustees, who shall hold said property in trust for the benefit of the annual conference.

c) The annual conference board of trustees may retain, sell, lease, or otherwise dispose of the property of a closed local church in accordance with the direction of the annual conference, if any. It shall be the duty of the annual conference board of trustees to remove, insofar as reasonably practicable or necessary, all Christian and United Methodist insignia and symbols from such property. In the event of loss, damage to, or destruction of such local church property, the annual conference board of trustees, as the duly and legally authorized representative of such local church, is authorized to make a claim for, and collect on, any applicable insurance policies. If the annual conference board of trustees sells or leases the property, consideration should be given to selling or leasing the property to one of the other denominations represented in the Commission on Pan-Methodist Cooperation and Union.

d) If the annual conference closes any local church, the failure to complete any of the prior steps will not invalidate such closure.

3. Ad Interim Procedures— a) At any time between sessions of annual conference, a local church may voluntarily transfer title to all its real and personal, tangible and intangible property to the annual conference board of trustees following the procedures set forth in ¶ 2540 or ¶ 2541. In such case, the annual conference board of trustees shall hold or dispose of such property in its sole discretion, subject to any standing rule of the annual conference. When it next meets, the annual conference shall decide whether to formally close the local church.

b) At any time between sessions of annual conference, if the presiding bishop, the majority of the district superintendents, and the appropriate district board of church location and building all consent, they may, in their sole discretion, declare that exigent circumstances exist that require immediate protection of the local church's property, for the benefit of the denomination. In such case, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual conference board of trustees who may hold or dispose of such property in its sole discretion, subject to any standing rule of the annual conference. Exigent circumstances include, but are not limited to, situations where a local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204) or

where the local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church. When it next meets, the annual conference shall decide whether to formally close the local church.

4. All the deeds, records, and other official and legal papers, including the contents of the cornerstone, of a closed local church shall be collected by the district superintendent and shall be deposited for permanent safekeeping with the annual conference commission on archives and history.

5. The annual conference board of trustees shall review all gifts held in trust, assets of any endowment funds, and assets of any foundation of the closed local church. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.

6. Any gift, legacy, devise, annuity, or other benefit that accrues to a closed local church shall become the property of the annual conference board of trustees. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.


7. If a local church in an urban center with more than 50,000 population is closed, any proceeds of the sale of its property must be used for new and/or existing ministries within urban transitional communities, as described in ¶ 212.

If a local church in a non-urban center is closed, any proceeds of the sale of its property may be used for new churches, new faith communities, new missional initiatives, relocating churches, churches building multi-campus facilities for the purpose of evangelistic church extension, or an organization that is a nonprofit and has values consistent with The United Methodist Church's values and is consistent with our Wesleyan heritage, theology, and United Methodist polity. In addition, the proceeds may be used to revitalize or enhance church ministry, or be given to an organization that is a vetted nonprofit and has values consistent with The United Methodist Church's values and is consistent with our Wesleyan heritage, theology, and United Methodist polity. In addition, the proceeds may be used to embrace or continue the work and vision of ministry with the poor in the community.

*(See Judicial Council Decision 1282 (<http://www.umc.org/decisions/59643>)).*

## Related Tags

**Book of Discipline (/en/content#tag=book of discipline)**

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# Book of Discipline: ¶2553. Disaffiliation over Human Sexuality

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

EXHIBIT C

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*[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, 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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