

**IN THE CIRCUIT COURT OF MARYLAND  
FOR ANNE ARUNDEL COUNTY**

The Methodist Church of Cape St. \*  
Claire \* C-02-CV-23-000500  
855 Chestnut Tree Dr. \* Case No. \_\_\_\_\_  
Annapolis, MD 21409-5114 \*

Trinity United Methodist Church, Annapolis \*  
1300 West Street \*  
Annapolis, MD 21401-3612 \*

Wesley Chapel United Methodist \* **JURY TRIAL DEMANDED**  
Church of Lothian, MD \*  
1010 Wrighton Rd. \*  
Lothian, MD 20711-9735 \*

Mt. Zion United Methodist Church \*  
of Lothian, Inc. \*  
122 Bayard Rd. \*  
Lothian, MD 20711-9611 \*

Bedington United Methodist Church \*  
580 Bedington Rd. \*  
Martinsburg, WV 25404-6514 \*

Bentley Springs United Methodist Church	*
419 Bentley Rd.	*
Parkton, MD 21120-9092	*
	*
Bethesda United Methodist Church	*
of Browningsville, Montgomery County	*
Maryland	*
11901 Bethesda Church Rd.	*
Damascus, MD 20872-1540	*
	*
Bixlers United Methodist Church	*
3372 Bixler Church Rd.	*
Westminster, MD 21158-2302	*
	*
Cabin John United Methodist Church	*
7703 Macarthur Blvd.	*
Cabin John, MD 20818-1702	*
	*
Calvary United Methodist Church	*
220 W. Burke St.	*
Martinsburg, WB 25401-3322	*
	*
Cedar Grove United Methodist Church	*
2015 Mt. Carmel Rd.	*
Parkton, MD 21120-9792	*

Chestnut Hill United Methodist Church	*
1523 Hostler Rd.	*
Harpers Ferry, WV 25425-7155	*
	*
Clarks Chapel United Methodist Church	*
2001 Kalmia Road	*
Bel Air, MD 21015-1017	*
	*
Darkesville United Methodist Church	*
6705 Winchester Ave.	*
Inwood, WV 25428	*
	*
Dorsey Emmanuel United Methodist Church	*
6951 Dorsey Rd.	*
Elkridge, MD 21075-6210	*
	*
First United Methodist Church of Laurel	*
Maryland, Inc.	*
424 Main St.	*
Laurel, MD 20707-4116	*
	*
Flint Hill United Methodist Church	*
2732 Park Mills Rd.	*
Adamstown, MD 21710-9103	*
	*
Flintstone United Methodist Church, Inc.	*
21613 Old National Pike	*
Flintstone, MD 21530	*

Ganotown United Methodist Church	*
1018 Winchester Ave.	*
Martinsburg, WV 25401-1650	*
	*
Grace United Methodist Church	*
4618 Black Rock Rd.	*
Upperco, MD 21155-9545	*
	*
Highland United Methodist Church	*
1302 Valley Rd.	*
Berkeley Springs, WV 25411-4801	*
	*
Ijamsville United Methodist Church, Inc.	*
4746 Mussetter Rd.	*
Ijamsville, MD 21754-9627	*
	*
Inwood United Methodist Church	*
62 True Apple Way	*
Inwood, WV 25428	*
	*
Libertytown United Methodist Church	*
12024 Main St.	*
Libertytown, MD 21762	*
	*
Melville Chapel United Methodist Church	*
5660 Furnace Ave.	*
Elkridge, MD 21075	*
	*

Melvin Methodist Church of Cumberland,	*
Maryland	*
100 Reynolds St.	*
Cumberland, MD 21502	*
	*
Michaels United Methodist Church	*
884 Michaels Chapel Road	*
Hedgesville, WV 25427	*
	*
Middleway United Methodist Church	*
7435 Queen St.	*
Kearneysville, WV 25430	*
	*
Millers United Methodist Church	*
3435 Warehime Rd.	*
Manchester, MD 21102-2017	*
	*
Mt. Hermon United Methodist Church	*
13200 Williams Rd., SE	*
Cumberland, MD 21502	*
	*
Pikeside United Methodist Church	*
25 Paynes Ford Rd.	*
Martinsburg, WV 25405-5854	*
	*
Rock Run United Methodist Church	*
4102 Rock Run Rd.	*
Havre De Grace, MD 21078-1215	*

Shiloh United Methodist Church \*  
3100 Shiloh Rd. \*  
Hampstead, MD 21074-1625 \*  
\*  
Stablers Methodist Church \*  
1233 Stablers Church Rd. \*  
Parkton, MD 21120 \*  
\*  
Trinity-Asbury United Methodist Church \*  
106 Wilkes St. \*  
Berkeley Springs, WV 25411-1557 \*  
\*  
Waters Memorial Methodist Church \*  
5400 Mackall Road \*  
St. Leonard, MD 20685-2307 \*  
\*  
Wesley Chapel Methodist Church \*  
7745 Waterloo Rd. \*  
Jessup, MD 20794-9793 \*  
\*  
Wesley Chapel United Methodist Church \*  
165 Pious Ridge Rd \*  
Berkeley Springs, WV 25411-4837 \*  
\*  
*Plaintiffs,* \*  
\*  
v. \*

The Baltimore Washington Conference of	*
the United Methodist Church	*
11711 E. Market Place	*
Fulton, MD 20759	*
	*
Defendant and Nominal Defendant	*
	*
and	*
	*
The Board of Trustees of the Baltimore	*
Washington Conference of the United	*
Methodist Church, and LaTrelle	*
Easterling, in her capacity as Bishop of	*
the Baltimore Washington Conference	*
of the United Methodist Church	*
11711 E. Market Place	*
Fulton, MD 20759	*
	*
<i>Defendants.</i>	*

**COMPLAINT**

Plaintiffs, each church entity set forth in the caption above (“Plaintiff Churches”) submit this Complaint, including a verified claim to quiet title by Plaintiff The Methodist Church of Cape St. Claire, and allege and state as follows:

## **INTRODUCTION**

1. Plaintiff Churches wish to disaffiliate from the United Methodist Church (“UMC”) to pursue their deeply held religious beliefs. Defendants want to force Plaintiff Churches to stay affiliated with the UMC and violate those beliefs by holding their church buildings and property hostage. Defendants claim Plaintiff Churches’ property is encumbered by an irrevocable trust for the benefit of the UMC and the only way for Plaintiff Churches to disaffiliate without surrendering the buildings and property that are central to their congregations is by the permission of the UMC and payment of a financial ransom.

2. This position is inconsistent with the decades-long pattern and practice of the UMC to allow local churches to disaffiliate and retain their church property without paying a ransom. What is more, it reflects a substantial material change in circumstances that was not anticipated by either Plaintiff Churches or Defendants at the time Plaintiff Churches affiliated with the UMC. Continued enforcement of the alleged trust as a mechanism to penalize Plaintiff Churches for disaffiliating is unlawful and contrary to the intent of the parties and the Gospel mission of each church.

3. Plaintiff Churches bring this action to (1) seek relief from the uncertainty, insecurity, and controversy arising from Defendants' refusal to allow them to disaffiliate from the UMC and retain their property, (2) reform or terminate the trust to conform to their original intent, and (3) most importantly, protect their freedom to worship as they see fit. Indeed, like all Marylanders, the thousands of members of Plaintiff Churches believe “[T]hat as it is the duty of every man to worship God in such manner as he thinks most acceptable to Him, all persons are equally entitled to protection in their religious



liberty. . .” Maryland Decl. Rights Art. 36. Further, “no person. . . shall infringe the laws of morality, or injure others in their natural, civil or religious rights.” *Id.*

### **PARTIES, JURISDICTION AND VENUE**

4. Plaintiff The Methodist Church of Cape St. Claire is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 855 Chestnut Tree Drive, Annapolis, MD 21409.

5. Plaintiff, Bedington United Methodist Church, is a church organization with its principal office at 580 Bedington Rd, Martinsburg, WV, 25404-6514.

6. Plaintiff, Bentley Springs United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 419 Bentley Rd, Parkton, MD, 21120-9092.

7. Plaintiff, Bethesda United Methodist Church of Browningsville, Montgomery County Maryland is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 11901 Bethesda Church Rd, Damascus, MD, 20872-1540.

8. Plaintiff, Bixlers United Methodist Church, is a church organization with its principal office at 3372 Bixler Church Rd, Westminster, MD, 21158-2302.

9. Plaintiff, Cabin John United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 7703 Macarthur Blvd, Cabin John, MD, 20818-1702.

10. Plaintiff, Calvary United Methodist Church, is a church organization with its principal office at 220 W Burke St., Martinsburg, WV, 25401-3322.

11. Plaintiff, Cedar Grove United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 2015 Mt. Carmel Rd., Parkton, MD, 21120-9792.

12. Plaintiff, Chestnut Hill United Methodist Church, is a church organization with its principal office at 1523 Hostler Rd., Harpers Ferry, WV, 25425-7155.

13. Plaintiff, Clarks Chapel United Methodist Church, is a church organization with its principal office at 2001 Kalmia Road, Bel Air, MD 21015-1017.

14. Plaintiff, Darkesville United Methodist Church, is a church organization with its principal office at 6705 Winchester Ave, Inwood, WV, 25428.

15. Plaintiff, Dorsey Emmanuel United Methodist Church, is a church organization with its principal office at 6951 Dorsey Road, Elkridge, MD 21075-6210.

16. Plaintiff, First United Methodist Church of Laurel, Maryland, Inc., is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 424 Main St, Laurel, MD, 20707-4116.

17. Plaintiff, Flint Hill United Methodist Church, is a church organization with its principal office at 2732 Park Mills Rd, Adamstown, MD, 21710-9103.

18. Plaintiff, Flintstone United Methodist Church, Inc., is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 21613 Old National Pike, Flintstone, MD, 21530.

19. Plaintiff, Ganotown United Methodist Church, is a church organization with its principal office at 1018 Winchester Ave, Martinsburg, WV, 25401-1650.

20. Plaintiff, Grace United Methodist Church, is a church organization with its principal office at 4618 Black Rock Rd, Upperco, MD, 21155-9545.

21. Plaintiff, Highland United Methodist Church, is a church organization with its principal office at 1302 Valley Rd., Berkeley Springs, WV, 25411-4801.

22. Plaintiff, Ijamsville United Methodist Church, Inc., is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 4746 Mussetter Rd, Ijamsville, MD, 21754-9627.

23. Plaintiff, Inwood United Methodist Church, is a church organization with its principal office at 62 True Apple Way, Inwood, WV, 25428.

24. Plaintiff, Libertytown United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 12024 Main St., Libertytown, MD, 21762.

25. Plaintiff, Melville Chapel United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 5660 Furnace Ave., Elkridge, MD 21075.

26. Plaintiff, Melvin Methodist Church of Cumberland, Maryland, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 100 Reynolds St., Cumberland, MD, 21502-2526.

27. Plaintiff, Michaels United Methodist Church, is a church organization with its principal office at 884 Michaels Chapel Road, Hedgesville, WV 25427.

28. Plaintiff, Middleway United Methodist Church, is a church organization with its principal or registered office at, 7435 Queen St, Kearneysville, WV, 25430.

29. Plaintiff, Millers United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 3435 Warehime Rd, Manchester, MD, 21102-2017

30. Plaintiff, Mt. Hermon United Methodist Church, is a church organization with its principal office at 13200 Williams Road SE, Cumberland, MD, 21502.

31. Plaintiff, Mt. Zion United Methodist Church of Lothian, Inc., is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at, 122 Bayard Rd, Lothian, MD, 20711-9601.

32. Plaintiff, Pikeside United Methodist Church, is a church organization with its principal office at 25 Paynes Ford Rd, Martinsburg, WV, 25405-5854.

33. Plaintiff, Rock Run United Methodist Church, is a church organization with its principal office at 4102 Rock Run Rd, Havre De Grace, MD, 21078-1215.

34. Plaintiff, Shiloh United Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 3100 Shiloh Rd, Hampstead, MD, 21074-1625.

35. Plaintiff, Stablers Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 1233 Stablers Church Rd, Parkton, MD, 21120.

36. Plaintiff, Trinity United Methodist Church, Annapolis, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 1300 West Street, Annapolis, MD, 21401-3612.

37. Plaintiff, Trinity-Asbury United Methodist Church, is a church organization with its principal office at 106 Wilkes St, Berkeley Springs, WV, 25411-1557.

38. Plaintiff, Waters Memorial Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 5400 Mackall Rd., St. Leonard, MD, 20685-2307.

39. Plaintiff, Wesley Chapel Methodist Church, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 7745 Waterloo Road, Jessup, MD, 20794-9793.

40. Plaintiff, Wesley Chapel United Methodist Church, is a church organization with its principal office at 165 Pious Ridge Rd, Berkeley Springs, WV, 25411-4837.

41. Plaintiff, Wesley Chapel United Methodist Church of Lothian, Maryland, is a Maryland non-profit corporation located, conducting operations, and with its principal or registered office at 1010 Wrighton Rd., Lothian, MD, 20711-9735.

42. Plaintiffs, collectively, are referred to herein as "Plaintiff Churches."

43. The United Methodist Church ("The UMC") is an unincorporated denomination founded in 1968 in Dallas, Texas, by the union of the Methodist Church and the Evangelical United Brethren Church.

44. The UMC is unincorporated and incapable of holding property.

45. The UMC is not named as a Defendant herein because it is not a legal entity that can sue or be sued.

46. The UMC does not own any of Plaintiff Churches' property.

47. Plaintiff Churches are local churches affiliated with the UMC through their annual conference, Defendant, the Baltimore Washington Conference of the United Methodist Church.

48. The UMC is not a hierarchal religious organization but rather a covenant-based organization where the church and the Defendant are in an ecclesiastical covenant-based relationship.

49. The Plaintiff Churches have been paying annual apportionments to Defendants for decades, totaling in millions of dollars.

50. Defendant, the Baltimore Washington Conference of the United Methodist Church (the “Conference”), is a non-incorporated, non-profit association located at 11711 E. Market Place, Fulton, MD 20759.

51. Defendant Board of Trustees of the Baltimore Washington Conference of the United Methodist Church (“Board”) has the authority to settle litigation, remove churches from their denomination, and release property and assets on behalf of the Conference.

52. Defendant Board owes the Conference a statutorily imposed fiduciary duty.

53. Defendant Bishop LaTrelle Easterling, in her official capacity as Bishop of the Baltimore Washington Conference of the United Methodist Church, presides over Conference Defendant and has a place of business at 11711 E. Market Place, Fulton, MD 20759.

54. All Plaintiff Churches are properly and legally constituted and in existence

and have the authority and capacity to sue and be sued.

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

56. This matter is a money and real property dispute between Plaintiff Churches and Defendants.

57. This Court has subject matter jurisdiction over this action pursuant to Md. Code Ann. Cts. & Jud Proc. §§ 1-501, 3-403, 3-406, 3-407, 3-408, and 3-409.

58. This Court has personal jurisdiction over the Defendants pursuant to, *inter alia*, Md. Code Ann., Courts & Jud. Proc. § 6-102, because they are residents of the State of Maryland and organized under the laws of Maryland.

59. Venue is proper in this Court pursuant to Md. Code Ann., Courts & Jud. Proc. § 6-201 and §6-202(7) because part of the subject trust property is in Anne Arundel County and Plaintiff Churches The Methodist Church of Cape St. Claire, Trinity United Methodist Church, Annapolis, Mt. Zion United Methodist Church of Lothian, Inc., and Wesley Chapel United Methodist Church are residents of said County.

60. Jurisdiction and Venue are also appropriate in the Circuit Court for Anne Arundel County pursuant to Md. Code Ann., Real Property §14-108.

61. The supposed trusts which allegedly encumber the religious liberty and real property of Trinity United Methodist Church, Mt. Zion United Methodist Church, Wesley Chapel United Methodist Church of Lothian, Maryland, and Cape St. Charles United Methodist Church are administered in Anne Arundel County.

## FACTS

62. Plaintiff Churches are local churches spread throughout Maryland and West Virginia.

63. The UMC purports to govern itself pursuant to a document titled the Book of Discipline of The United Methodist Church (2016) (the “Discipline”).

64. Baltimore-Washington Conference developed a standard set of terms for disaffiliation per the rubric presented in the Discipline Paragraph 2553. Though Paragraph 2553 was adopted by the General Conference of the United Methodist Church in February 2019, Baltimore-Washington Conference did not finalize those terms for its use until the Annual Conference session held in May-June 2021. Those terms included onerous and punitive payments for real property not listed in nor required by Paragraph 2553 (specifically 50% of the current county tax assessor’s value for the county in which the church is located). Neither are those terms being required by numerous other Annual Conferences within the United Methodist Church, including for a certain significant number of churches in the State of Maryland in the Peninsula-Delaware Conference, over which Bishop Latrelle Easterling also presides.

65. The Plaintiff Churches have paid for their properties. The Plaintiff Churches have maintained their properties, parsonages, cemeteries and ministry facilities.

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

67. In addition to paying all of their costs and expenses to operate their local



churches for the benefit of their local communities, the Plaintiff Churches have voluntarily donated back to the Conference to help fund their institutional infrastructure as a charitable donation with no services being rendered by the Conference in exchange for the financial support.

68. Plaintiff Churches want to amicably disaffiliate from the UMC and Defendants to pursue their deeply held religious beliefs.

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

70. Plaintiff Churches have all made requests for and received required terms for disaffiliation from the Baltimore-Washington Conference per Paragraph 2553, which include onerous and punitive financial payments which the Baltimore-Washington Conference is aware that Plaintiff Churches cannot feasibly provide.

71. In April 2022, certain members of the Baltimore-Washington Conference met with Bishop Latrelle Easterling on behalf of the Plaintiff Churches to discuss the terms of disaffiliation from the Baltimore-Washington Conference, requesting either use of Paragraph 2548.2 or modifications to the Standard Paragraph 2553 disaffiliation agreement which the Conference had developed. Bishop Easterling stated that the terms of the disaffiliation agreement had been created by the Conference Board of Trustees and

that she had no authority to modify or remove them. Bishop Easterling also stated that she would refuse any use of Paragraph 2548.2 under any circumstances, noting that the Paragraph was not appropriate for use under current circumstances. She referred those representatives directly to the Conference Board of Trustees for discussions in which she also said that she would participate but noted that she would neither endorse the requests of the representatives nor facilitate the meeting.

72. In May 2022, certain members of the Baltimore-Washington Conference met with the Baltimore-Washington Conference Board of Trustees on behalf of the Plaintiff Churches to discuss the terms of the Standard Paragraph 2553 disaffiliation agreement which the Conference had developed, including the onerous property payment requirements. The Conference Board of Trustees refused to modify or eliminate the payments. The Conference Board of Trustees justified their requirement of the payments as a “fair and gracious” requirement, noting that they could have required payment for 100% of the property value, but instead required only 50% of the assessed value. The Conference Board of Trustees provided no rationale for their determination that 50% of the assessed value was an appropriate amount to require of disaffiliating churches and refused to provide any rationale other than the above justification.

73. The Maryland Code Ann. Corps. & Ass’ns § 5-326 provides, among other things, that “[a]ll assets owned by any Methodist Church, including any former Methodist Episcopal Church,... whether incorporated, unincorporated, or abandoned:

(1) *Shall* be held by the *trustees* of the Church *in trust* for the United Methodist Church; and

(2) Are subject to the discipline, usage, and ministerial appointments of the United Methodist Church, as from time to time authorized and declared by the general conference of that church.”

74. Both the Maryland Code and the Discipline further provide that a local church’s duty to hold its property in trust for the entire denomination applies even when deeds to the property in question contain no trust clause in the denomination's favor, provided only that one of the following three conditions is satisfied: (1) the property was conveyed to the trustees of the local church; (2) the local church had accepted the pastors appointed by a United Methodist bishop, or (3) the local church used the name, customs, and polity of The United Methodist Church or any predecessor to The United Methodist Church in such a way as to be known in the community as part of the denomination. See Md. Code Ann. Corps & Ass’ns § 5-327; Discipline ¶ 2503.6.

75. A local church’s charter “must be considered when there is a question raised as to the adequacy of the proof that the parent church has acted, consistent with its form of church government, to maintain ownership or control over local church property.” *Mt. Olive African Methodist Episcopal Church of Fruitland, Inc. v. Board of Incorporators of African Methodist Episcopal Church Inc.*, 348 Md. 299, 326 n. 14 (1997). In other words, “[t]he office of the charter ..., ordinarily, is to provide evidence of the local church's consent to be bound by the parent church’s polity.” *Id.*

76. The UMC and Defendants have historically acknowledged multiple pathways under the Discipline for local churches in this situation to disaffiliate without paying a financial ransom for their church property.

77. In their requests, Plaintiff Churches invoked one such pathway -

Paragraph 2548.2 of the Book of Discipline. That Paragraph provides, in pertinent part, as follows:

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

78. Paragraph 2549 is an example of another pathway local churches have used to disaffiliate. It provides that if the local church is no longer “maintained by its membership as a place of divine worship of The United Methodist Church,” the church may be closed according to a “(4) a plan of transfer of the membership of the local church.” This plan has included the setup of a new corporate entity and all properties transferred to this new entity.

79. Paragraphs 2548.2, 2549, and others have been used for decades as pathways for local churches to disaffiliate from the UMC, while retaining their church buildings and property. The repeated use of these paragraphs for that purpose is a custom, pattern, and practice of the UMC and Defendants. Plaintiff Churches relied on these pathways in maintaining their affiliation with the UMC and Defendants.

80. Defendants refused Plaintiff Churches’ requests to disaffiliate.

81. In an August 17, 2022 denial letter, Defendants argued that, at the time

Plaintiff Churches affiliated with the UMC, they placed their church property in trust for the benefit of the UMC denomination. Defendants further argued that local churches have no right to disaffiliate and cannot leave the UMC to pursue their religious beliefs without permission of the UMC and Defendants and without a release from the denominational trust.

82. Defendants also argued that Paragraph 2548.2 was not a pathway for Plaintiff Churches to disaffiliate. Yet, they acknowledged that the Judicial Council of the United Methodist Church had been petitioned to clarify alleged ambiguity around whether Paragraph 2548.2 remained a pathway to disaffiliate and was in the process of deliberating on that exact question. Defendants also conceded that it was possible that the Judicial Council would ultimately hold that “Paragraph 2548.2 may be used as a method of disaffiliation.”

83. On August 23, 2022, after Plaintiff Churches had submitted their requests for disaffiliation, Conference Defendants wrote to Plaintiff Churches and informed them that the Judicial Council had issued a declaratory ruling clarifying that “the use of paragraph 2548.2 as a disaffiliation pathway has been definitively closed.”

84. Defendants contend that all of the disaffiliation pathways previously available to local churches are now closed and that only one remains available to Plaintiff Churches, Paragraph 2553, and only until December 2023. After December 2023, Defendants contend, Plaintiff Churches will be barred from disaffiliating, despite the fact that they no longer share the UMC’s religious beliefs.

85. Paragraph 2553 did not exist when Plaintiff Churches affiliated with the UMC. In response to a “deep conflict within The United Methodist Church” regarding

issues of “conscience,” the UMC amended the Discipline in 2019 to add Paragraph 2553. See **Exhibit A**.

86. Disaffiliation under Paragraph 2553 will require Plaintiff Churches to fulfill burdensome and previously non-existent “financial obligations” and other requirements if they want to disaffiliate without surrendering their property.

87. These “financial obligations” are excessive, punitive, and unappealable. They are also completely unnecessary.

88. First, Plaintiff Churches have been paying annual apportionments to the Conference Defendant for decades, totaling millions of dollars.

89. Second, Defendants sell closed or abandoned churches in coordination with the Duke Endowment Grant for the Church Legacy Initiative with monies that are made available to the Conference for discretionary use.

90. Third, Defendants have discretionary funds that are available for use by the Conference and could be used to fund a portion if not all of the unfunded pension liability that the Defendants claim to exist.

91. Fourth, the “unfunded pension obligations” which Defendants cite as a basis for the financial requirements do not exist as described by the Defendants. Wespath Benefits and Investments, a general agency of the UMC and operator of its pension funds, has more than \$29 Billion in assets, an amount more than sufficient to cover pension liabilities for current enrollees for decades to come.

92. To the extent that Defendants are facing an unfunded liability in their conference pension fund, despite the aforementioned substantial assets, the liability is

the result of Defendants' grossly negligent financial mismanagement.

93. Upon information and belief, Defendants are inflicting these financial obligations on Plaintiff Churches not because there is a financial need or a legitimate contractual basis, but instead to (1) penalize Plaintiff Churches for disaffiliating, (2) restrict Plaintiff Churches' freedom of religion, and (3) to the extent there are unfunded liabilities in the conference pension fund, compensate for Defendants' grossly negligent mismanagement of that fund.

94. The use of the alleged denominational trust to force unnecessary financial obligations on Plaintiff Churches serves no valid purpose, is unlawful, and is against Maryland public policy. It infringes on Plaintiff Churches' fundamental rights to property and freedom of religion.

95. What is more, Defendants incorrectly claim that Plaintiff Churches have no recourse in the courts of this State because they claim all of their actions are ecclesiastical in nature and thus unreviewable by any Maryland court.

96. In sum, according to Defendants:

- a. Plaintiff Churches are trustees, holding their church buildings, land and personal property in an irrevocable trust for the benefit of the UMC and Conference Defendants;
- b. The UMC recently closed one of the pathways that had previously been used by local churches to disaffiliate from the UMC without paying "financial obligations";
- c. The newly-enacted Paragraph 2553 or Paragraph 2549 are the only practical remaining pathways for Plaintiff Churches to disaffiliate;

- d. As a result, Plaintiff Churches can only disaffiliate from the UMC if they either (1) abandon their personal property, church buildings, and land, or (2) obtain the permission of Defendants and pay substantial financial obligations;
- e. If Plaintiff Churches do not elect one of these choices by December 2023, they will lose all ability to disaffiliate and retain their church buildings and personal property under Paragraph 2553; and
- f. Plaintiff Churches have no recourse in the courts of this State.

97. This cannot be.

98. Regardless of how any particular provision of the Discipline is interpreted, Defendants' conduct confirms that there has been a substantial change - or attempted change - in how much freedom local churches maintain to disaffiliate, the disaffiliation procedure, and in their relationship with Defendants and the UMC denomination more broadly.

99. At the time Plaintiff Churches affiliated with the UMC and continuing throughout their affiliation, they never intended to permanently subjugate their freedom of religion to the approval of the UMC and Defendants. Nor did Plaintiff Churches intend for their church property to remain encumbered by an irrevocable trust even after their disaffiliation for religious reasons unless they paid a substantial ransom.

100. Plaintiff Churches, who are settlors of the alleged denominational trust, intended to affiliate with the UMC and to use their property in accordance with their affiliation so long as the affiliation was consistent with their deeply held religious beliefs. It was their intent and understanding that the terms of any trust created by the Discipline



allowed them to disaffiliate and retain their property in the event that the UMC adopted doctrines, usages, customs, and practices radically and fundamentally opposed to those in existence at the time Plaintiff Churches affiliated with the UMC. To the extent any term of the Discipline limits such disaffiliation, that term was affected by a mistake of fact or law.

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

**CLAIM I**  
**(Plaintiffs v. Defendants)**  
**Declaratory Judgment**

102. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

103. An actual dispute exists between Plaintiff Churches and Defendants with respect to Plaintiff Churches' authority to own, use, or otherwise convey property deeded, titled, or otherwise owned by Plaintiff Churches.

104. Plaintiff Churches wish to have all uncertainty and insecurity as to the legal and equitable ownership of their church property removed by way of judicial declaration, for which there is a bona fide, actual, present, practical need.

105. Defendants claim that language from Paragraphs 2501 and 2502 of the Book of Discipline creates an irrevocable trust for the benefit of the UMC.

106. Plaintiff Churches are the settlors as to their respective church property.

107. Plaintiff Churches are also the trustees of the trust allegedly created by the Discipline.

108. The language of Paragraph 2502 is inconsistent with the language in Paragraph 2501 in that it does not expressly provide that the trust is irrevocable.

109. In combination with recent material changes to the disaffiliation process, Defendants are using the trust for the purposes of, among other things, blocking Plaintiff Churches from disaffiliating with the UMC, penalizing them for their deeply held religious beliefs, and raising funds to compensate for their gross mismanagement of Defendants' pension fund.

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

111. Accordingly, absent the Court's intervention in this ongoing, active controversy, Plaintiff Churches will be prevented from disaffiliating from the UMC and will have their property held hostage. The Court's intervention is necessary to enable the free exercise of Plaintiff Churches' constitutional religious and property rights.

112. Accordingly, Plaintiff Churches are entitled to a declaratory judgment from the Court declaring:

- a. That the trust has terminated because the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve;

- b. That, to the extent the trust has not terminated, it is revocable; and
- c. That Plaintiff Churches are entitled to the quiet, exclusive, uninterrupted, and peaceful possession of their respective properties (real and personal) without any interference from Defendants.

**CLAIM II**  
**(Plaintiffs v. Defendants)**  
**Judicial Modification of Trust**

113. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

114. Plaintiff Churches are the settlors as to their respective church property.

115. Plaintiff Churches are also the trustees of the trust allegedly created by the Discipline.

116. Under Md. Code Ann., Estates & Trusts, § 14.5-409 a trust terminates when the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve.

117. Md. Code Ann., Estates & Trusts, § 14.5-411 empowers this Court to modify or terminate a trust when, because of circumstances not anticipated by the settlor, modification or termination will further the purpose of the trust.

118. Md. Code Ann., Estates & Trusts, § 14.5-413 empowers this Court to “reform the terms of a trust, even if unambiguous, to conform the terms to the intention of the settlor if it is proved by clear and convincing evidence that both the intent of the settlor and the terms of the trust were affected by a mistake of fact or law, whether in expression or inducement.”

119. At the time Plaintiff Churches affiliated with the UMC, it was not their intent that they would be unable to disaffiliate, and retain their church buildings and property, without paying a large sum of money. It was their intent that there would remain a pathway to disaffiliate to pursue their deeply held religious beliefs without having to either abandon their long-held church property or pay a large fine.

120. In that regard, Paragraph 2548.2 is a material provision of the Discipline that Plaintiff Churches relied upon when agreeing to hold their own property in trust for the UMC.

121. The current circumstances were not, and could not have been, anticipated by Plaintiff Churches when they put their property in trust for what was supposed to be the benefit of a church denomination that shared their beliefs.

122. Maryland Courts have abstained from interfering with disputes among religious corporations that involve strictly doctrinal issues. *From the Heart Church Ministries, Inc. v. Philadelphia-Baltimore Ann. Conf.*, 184 Md. App. 11, 27 (2009). However, Maryland Courts have afforded judicial review in matters involving disputes of the ownership of church property where relief is sought on both secular and doctrinal issues. *Id.*

123. The Defendants intended to block Plaintiff Churches from obtaining judicial review by restricting the pathway of disaffiliation to Paragraph 2553, which is based on religious views concerning sexuality, whereas Paragraphs 2548.2 and 2549 are based on religiously neutral grounds. By affirming that Paragraph 2553 is the sole mechanism for disaffiliation, judicial abstention would impede the Plaintiff Churches'

Freedom of Religion under Article 36 of the Maryland Declaration of Rights, and under the First Amendment of the United States Constitution.

124. As a result, the current situation is unconscionable and inequitable, and Plaintiff Churches wish to have their respective trusts terminated, or alternatively, to have themselves clearly established as the trustee of each respective trust with all power to revoke the trust and/or dispose of the property as Maryland law allows.

**CLAIM III**  
**Constructive Fraud**  
**(Plaintiffs, individually and on behalf of the Conference v. Defendants**  
**Board and Bishop Easterling)**

125. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

126. Plaintiff Churches paid the Conference millions of dollars in apportionments and also entrusted it with the use of their real and personal property, including real property that, in some cases, had been in their congregations for generations. Plaintiff Churches have also devoted decades of ministerial services in support of the Conference and UMC.

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

128. Bishop Easterling is the Resident Bishop and Principal presiding over the Conference.

129. The Board and Bishop Easterling were in a position of power, authority, and influence over Plaintiff Churches and the Conference.

130. Plaintiff Churches placed special trust and confidence in Defendant Board

and Bishop Easterling to manage these resources, and the Conference in general, for the best interest of Plaintiff Churches and the Conference, and in accordance with the long-held characteristic doctrines, usages, customs, and practices of the UMC.

131. Defendant Board and Bishop Easterling owed Plaintiff Churches and the Conference a duty to act in good faith and with due regard to their interests, and a duty to disclose all material facts related to the management of the Conference and its resources.

132. Thus, Defendant Board and Bishop Easterling owed a fiduciary duty to the Conference and Plaintiff Churches.

133. Defendant Board, in particular, owes the Conference a statutorily imposed fiduciary duty and is accountable to the Conference and Plaintiff Churches for the use and management of the Conference and its property.

134. The Board and Bishop Easterling used their position as fiduciaries to the detriment of Plaintiff Churches and the Conference and to their own benefit, financial and otherwise.

135. Defendants leveraged their alleged control over the denominational trust, and Plaintiff Churches' property, to penalize Plaintiff Churches for their religious beliefs, impede their disaffiliation, and extract a ransom from Plaintiff Churches to unjustly enrich the bank accounts under their control.

136. Defendants have also withheld from Plaintiff Churches material facts related to the use and purpose of the discretionary funds controlled by the Defendants including the management of the conference pension funds.

137. The Board and Bishop Easterling have also made false statements to Plaintiff Churches, including that the conference pension funds have unfunded liabilities, in order to increase the ransom and enrich the bank accounts under their control.

138. In the alternative, to the extent the conference pension fund actually has unfunded liabilities, said liabilities are the result of gross mismanagement.

139. Upon information and belief, Defendants concealed from Plaintiff Churches material facts about that mismanagement.

140. The Board's and Bishop Easterling's actions were in bad faith and constituted willful and wanton misconduct.

141. The Board and Bishop Easterling have benefited from these abuses because they enabled Board and Bishop Easterling to conceal their gross mismanagement of the Conference and thereby preserve their positions of power.

**CLAIM IV**  
**Breach of Fiduciary Duty**  
**(Plaintiffs, individually and on behalf of the Conference v. Defendants**  
**Board and Bishop Easterling)**

142. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

143. Plaintiff Churches paid the Conference millions of dollars in apportionments and also entrusted it with the use of their real and personal property, including real property that, in some cases, had been in their congregations for generations. Plaintiff Churches have also devoted decades of ministerial services in support of the Conference and UMC.

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

145. Bishop Easterling is the Resident Bishop and Principal presiding over the Annual Conference.

146. The Board and Bishop Easterling were in a position of power, authority, and influence over Plaintiff Churches and the Conference.

147. Plaintiff Churches and the Conference placed special trust and confidence in Defendant Board and Bishop Easterling to manage these resources, and the Conference in general, for the best interest of Plaintiff Churches and the Conference, and in accordance with the long-held characteristic doctrines, usages, customs and practices of the UMC.

148. Defendant Board and Bishop Easterling owed Plaintiff Churches and the Conference a duty to act in good faith and with due regard to their interests, and a duty to disclose all material facts related to the management of the Conference and its resources.

149. Thus, Defendant Board and Bishop Easterling owed a fiduciary duty to the Conference and Plaintiff Churches.

150. Defendant Board, in particular, owes the Conference a statutorily imposed fiduciary duty and is accountable to the Conference and Plaintiff Churches for the use and management of the Conference and its property.

151. The Board and Bishop Easterling used their position as fiduciaries to the detriment of Plaintiff Churches and the Conference and to their own benefit, financial and



otherwise.

152. Defendants leveraged their alleged control over the denominational trust and Plaintiff Churches' property, to penalize Plaintiff Churches for their religious beliefs, impede their disaffiliation, and extract a ransom from Plaintiff Churches to unjustly enrich the bank accounts under their control.

153. Defendants have also withheld from Plaintiff Churches material facts related to the use and purpose of the discretionary funds available to Defendants and the management of the conference pension funds.

154. The Board and Bishop Easterling have also made false statements to Plaintiff Churches, including that the conference pension funds have unfunded liabilities, in order to increase the ransom and enrich the bank accounts under their control.

155. In the alternative, to the extent the conference pension fund actually has unfunded liabilities, said liabilities are the result of gross mismanagement, and upon information and belief, Defendants concealed from Plaintiff Churches material facts about that mismanagement.

156. The Board's and Bishop Easterling's actions were in bad faith and constituted willful and wanton misconduct.

**CLAIM V**  
**Demand for an Accounting**  
**(Plaintiffs v. Defendants)**

157. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

158. Defendants have also withheld from Plaintiff Churches material facts

related to the use and purpose of the discretionary funds controlled by the Defendants including the management of the conference pension funds, as described *supra*.

159. The Board and Bishop Easterling have also made false statements to Plaintiff Churches, including that the conference pension funds have unfunded liabilities, in order to increase the ransom and enrich the bank accounts under their control.

160. In the alternative, to the extent the conference pension fund actually has unfunded liabilities, said liabilities are the result of gross mismanagement.

161. Upon information and belief, Defendants concealed from Plaintiff Churches material facts about that mismanagement.

162. The Board's and Bishop Easterling's actions were in bad faith and constituted willful and wanton misconduct.

163. The Board and Bishop Easterling have benefited from these abuses because they enabled Board and Bishop Easterling to conceal their gross mismanagement of the Conference and thereby preserve their positions of power.

164. Plaintiffs, on behalf of the Conference, are entitled to true and full information of all things affecting the management of the pension funds, and Defendants should be required to provide a full accounting thereof.

165. Plaintiffs have no adequate remedy at law.

**CLAIM VI**  
**Quantum Meruit**  
**(Plaintiffs v. Defendants)**

166. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

167. Plaintiff Churches have spent decades performing ministerial services for Defendants and UMC. Plaintiff Churches have also used their real and personal property in service of Defendants and the UMC and paid Defendants and the UMC millions of dollars in apportionments.

168. Defendants and UMC voluntarily accepted these services and their benefits.

169. Plaintiff Churches did not intend to gratuitously relinquish title to their real and personal property to the Defendants and UMC, and Defendants and UMC knew Plaintiff Churches did not intend to do so.

170. Defendants will unjustly enrich the bank accounts under their control in the amount of the value of Plaintiff Churches' property if they are allowed to retain Plaintiff Churches' real and personal property after Plaintiff Churches' disaffiliation.

**CLAIM VII**  
**Unjust Enrichment**  
**(Plaintiffs v. Defendants)**

171. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

172. Plaintiff Churches have also used their real and personal property in service of Defendants and the UMC and paid Defendants and the UMC millions of dollars in apportionments.

173. If Plaintiff Churches are found to have conveyed their church buildings and other property to Defendants, then Plaintiff Churches have conferred a benefit upon Defendants in the form of Plaintiff Churches' respective church buildings and property.

174. Plaintiff Churches did not confer these benefits gratuitously.
175. Plaintiff Churches did not confer these benefits officiously.
176. Defendants and UMC consciously and voluntarily accepted these benefits.
177. Defendants will be unjustly enriched in the measurable amount of the value of Plaintiff Churches' property if they are allowed to retain Plaintiff Churches' real and personal property after Plaintiff Churches' disaffiliation.

**CLAIM VIII**  
**Promissory Estoppel**  
**(Plaintiffs v. Defendants)**

178. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

179. Paragraphs 2548.2, 2549, and others have been used for decades as pathways for local churches to disaffiliate from the UMC while retaining their church buildings and property. The repeated use of these Paragraphs for that purpose is a custom, pattern, and practice of the UMC and Defendants. Plaintiff Churches relied on these pathways in maintaining their affiliation with the UMC and Defendants.

180. Plaintiff Churches reasonably relied on Defendants to honor their word and commitment concerning the pathways of disaffiliation.

181. Plaintiff Churches' reliance on Defendants' commitments concerning the pathways of disaffiliation was justified.

182. Defendants refused Plaintiff Churches' requests to disaffiliate unless they did so under Paragraph 2553, paid previously non-existent "financial obligations" and relinquished their real property.

183. Defendants' refusal to allow Plaintiff Churches to disaffiliate without paying the burdensome and previously non-existent "financial obligations" and surrendering their property was wrongful. Injustice will result if the obligations imposed by the Defendants are enforced.

184. As a result of the Defendants' failure to honor their commitment to the Plaintiff Churches, Plaintiff Churches have suffered damages.

**PRAYER FOR RELIEF AS TO CLAIMS I THROUGH VIII**

WHEREFORE, Plaintiff Churches pray for relief as to each and/or some of Counts I through VII as follows:

1. Declare that:
  - a. Any trust encumbering Plaintiff Churches' property for the benefit of UMC is terminated;
  - b. That, to the extent the trust has not terminated, it is revocable;  
and
  - c. That Plaintiff Churches are entitled to the quiet, exclusive, uninterrupted, and peaceful possession of their respective properties (real and personal) without any interference from Defendants.
2. To the extent the trust is not terminated, issue an order modifying any trust encumbering Plaintiff Churches' property for the benefit of UMC to clarify that the trust is revocable and that Plaintiff Churches can exercise authority as Trustees free from any interference by Defendants or the UMC;

3. Issuance of an order requiring the Defendants to provide an accounting as demanded in Claim V, *supra*;
4. An award of pre-judgment and post-judgment interest as permitted by law;
5. An award of attorneys' fees and costs as permitted by law; and
6. Such other and further relief as is just and proper.

**CLAIM IX**  
**(Plaintiff The Methodist Church of Cape St. Claire v. Defendants)**  
**Quiet Title**

185. Plaintiff Churches restate, re-allege, and incorporate by reference the foregoing paragraphs as if the same were set forth herein verbatim.

186. The Methodist Church of Cape St. Claire was organized in 1955 and received its real property from The Methodist Missionary Church and Church Extension Society of the Baltimore Districts pursuant to a deed recorded among the lands of Anne Arundel County Maryland, on August 22, 1956, at Liber 1060, Folio 264, *et seq.*; and from Russell E. West, Jr., and Mary Alice West pursuant to a deed recorded among the lands of Anne Arundel County Maryland, on February 13, 1959, at Liber 1275, Folio 213, *et seq.*; from George H. Woodward and Helen A. Woodward pursuant to a deed recorded among the lands of Anne Arundel County Maryland, on January 7, 1961, at Liber 1450, Folio 512, *et seq.* Additionally, The Methodist Church of Cape St. Claire purchased certain real property from The Secretary of Housing and Urban Development of the United States on April 12, 1999, pursuant to a deed recorded among the lands of Anne Arundel County Maryland at Liber 9272, Folio 151, *et seq.*

187. The real property belonging to The Methodist Church of Cape St. Claire,

as described above, is more commonly known as 855 Chestnut Tree Drive, Annapolis, MD 21409.

188. The Methodist Church of Cape St. Claire held title to the majority of the property described in the preceding paragraphs prior to the formation of the UMC.

189. The Methodist Church of Cape St. Claire acquired and maintained its property without any assistance from Defendants or UMC.

190. Paragraph 2501 of the Discipline provides, in pertinent part, as follows:

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.

\* \* \*

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

\* \* \*

191. Paragraph 2502 of the Discipline sets forth the following trust language to be incorporated into the deeds to real property owned by the local churches:

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

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

(Italics in original.)

192. Defendants assert that this alleged denominational trust grants them control over Plaintiff Churches' real property and that, absent Defendants' approval, such control will continue even after Plaintiff Churches' disaffiliation. This creates a cloud on the title to Plaintiff Churches' real and personal property, including the real property of The Methodist Church of Cape St. Claire.

193. This cloud on the real property owned by The Methodist Church of Cape St. Claire is invalid because, as set forth above:

- a. Any denominational trust has been terminated because the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve;
- b. Defendants' use of the denomination trust to penalize The Methodist Church of Cape St. Claire and impede their disaffiliation is inconsistent with The Methodist Church of Cape St. Claire's intent at the time it affiliated with the UMC and allegedly placed its real property in trust;
- c. The terms of the denominational trust are ambiguous and were affected by a mistake of fact or law; and
- d. There is no trust language contained in the deed to The Methodist Church of Cape St. Claire real property, including the real property described in Paragraph 149, *supra*.



194. As a result of the invalid cloud created by the trust on The Methodist Church of Cape St. Claire's real property, The Methodist Church of Cape St. Claire is entitled to have title to that real property quieted in its name.

**PRAYER FOR RELIEF AS TO CLAIM IX**

WHEREFORE, Plaintiff, The Methodist Church of Cape St. Claire, prays for relief as to Claim IX as follows:

1. Declare that:
  - a. Any trust encumbering Plaintiff's property for the benefit of UMC is terminated;
  - b. That, to the extent the trust has not terminated, it is revocable; and
  - c. That Plaintiff is entitled to the quiet, exclusive, uninterrupted, and peaceful possession of its properties (real and personal) without any interference from Defendants.
2. To the extent the trust is not terminated, issue an order modifying any trust encumbering Plaintiff's properties for the benefit of UMC to clarify that the trust is revocable and that Plaintiff can exercise authority as Trustee free from any interference by Defendants or the UMC;
3. An award of pre-judgment and post-judgment interest as permitted by law;
4. An award of attorneys' fees and costs as permitted by law; and
5. Such other and further relief as is just and proper.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Claim IX to Quiet Title are true.

Tracey M. Doucette

On Behalf of The Methodist Church of Cape St. Claire

Respectfully Submitted,

/s/ Derek A. Hills

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Easton, MD 21601  
Phone: 443-239-4626  
[dhills@dahlawoffice.com](mailto:dhills@dahlawoffice.com)  
AIS No.: 1506160146  
*Attorney for Plaintiffs*

**JURY TRIAL DEMAND**

Plaintiff Churches demand a trial by jury for all issues so triable.

Plaintiffs further request an expedited case management plan due to the urgency of the issues pled.

Exhibit A

C-02-CV-23-000500

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

1. *Basis*-- 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.

EXHIBIT  
A

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.

IN THE CIRCUIT COURT FOR Anne Arundel County

(City/County)

CIVIL – NON-DOMESTIC CASE INFORMATION SHEET

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Justice of the Supreme Court of Maryland pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING CP02-GY-23-000500

FORM FILED BY: [X] PLAINTIFF [ ] DEFENDANT CASE NUMBER (Clerk to insert)
CASE NAME: The Methodist Church of Cape St. Claire, et al vs. The Baltimore Washington Conference of the
PARTY'S NAME: The Methodist Church of Cape St. Claire Plaintiff Defendant PHONE:
PARTY'S ADDRESS: 855 Chestnut Tree Dr., Annapolis, MD 21409-5114
PARTY'S E-MAIL:

If represented by an attorney:
PARTY'S ATTORNEY'S NAME: Derek A. Hills PHONE: 443-239-4626
PARTY'S ATTORNEY'S ADDRESS: 129 N. West St., Suite 1, Easton, MD 21601
PARTY'S ATTORNEY'S E-MAIL: dhills@dahlawoffice.com

JURY DEMAND? [X] Yes [ ] No
RELATED CASE PENDING? [ ] Yes [X] No If yes, Case #(s), if known:
ANTICIPATED LENGTH OF TRIAL?: hours 5 days

PLEADING TYPE

New Case: [X] Original [ ] Administrative Appeal [ ] Appeal
Existing Case: [ ] Post-Judgment [ ] Amendment
If filing in an existing case, skip Case Category/ Subcategory section – go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- [ ] Asbestos
[ ] Assault and Battery
[ ] Business and Commercial
[ ] Conspiracy
[ ] Conversion
[ ] Defamation
[ ] False Arrest/Imprisonment
[ ] Fraud
[ ] Lead Paint – DOB of Youngest Plt:
[ ] Loss of Consortium
[ ] Malicious Prosecution
[ ] Malpractice-Medical
[ ] Malpractice-Professional
[ ] Misrepresentation
[ ] Motor Tort
[ ] Negligence
[ ] Nuisance
[ ] Premises Liability
[ ] Product Liability
[ ] Specific Performance
[ ] Toxic Tort
[ ] Trespass
[ ] Wrongful Death

CONTRACT

- [ ] Asbestos
[ ] Breach
[ ] Business and Commercial
[ ] Confessed Judgment (Cont'd)
[ ] Construction
[ ] Debt
[ ] Fraud

- [ ] Government
[ ] Insurance
[ ] Product Liability
PROPERTY
[ ] Adverse Possession
[ ] Breach of Lease
[ ] Detinue
[ ] Distress/Distrain
[ ] Ejectment
[ ] Forcible Entry/Detainer
[ ] Foreclosure
[ ] Commercial
[ ] Residential
[ ] Currency or Vehicle
[ ] Deed of Trust
[ ] Land Installments
[ ] Lien
[ ] Mortgage
[ ] Right of Redemption
[ ] Statement Condo
[ ] Forfeiture of Property / Personal Item
[ ] Fraudulent Conveyance
[ ] Landlord-Tenant
[ ] Lis Pendens
[ ] Mechanic's Lien
[ ] Ownership
[ ] Partition/Sale in Lieu
[X] Quiet Title
[ ] Rent Escrow
[ ] Return of Seized Property
[ ] Right of Redemption
[ ] Tenant Holding Over

PUBLIC LAW

- [ ] Attorney Grievance
[ ] Bond Forfeiture Remission
[ ] Civil Rights
[ ] County/Mncpl Code/Ord
[ ] Election Law
[ ] Eminent Domain/Condemn.
[ ] Environment
[ ] Error Coram Nobis
[ ] Habeas Corpus
[ ] Mandamus
[ ] Prisoner Rights
[ ] Public Info. Act Records
[ ] Quarantine/Isolation
[ ] Writ of Certiorari

EMPLOYMENT

- [ ] ADA
[ ] Conspiracy
[ ] EEO/HR
[ ] FLSA
[ ] FMLA
[ ] Worker's Compensation
[ ] Wrongful Termination

INDEPENDENT PROCEEDINGS

- [ ] Assumption of Jurisdiction
[ ] Authorized Sale
[ ] Attorney Appointment
[ ] Body Attachment Issuance
[ ] Commission Issuance

- [ ] Constructive Trust
[ ] Contempt
[ ] Deposition Notice
[ ] Dist Ct Mtn Appeal
[ ] Financial
[ ] Grand Jury/Petit Jury
[ ] Miscellaneous
[ ] Perpetuate
[ ] Testimony/Evidence
[ ] Prod. of Documents Req.
[ ] Receivership
[ ] Sentence Transfer
[ ] Set Aside Deed
[ ] Special Adm. – Atty
[ ] Subpoena Issue/Quash
[ ] Trust Established
[ ] Trustee Substitution/Removal
[ ] Witness Appearance-Compel

PEACE ORDER

- [ ] Peace Order

EQUITY

- [ ] Declaratory Judgment
[ ] Equitable Relief
[ ] Injunctive Relief
[ ] Mandamus

OTHER

- [ ] Accounting
[ ] Friendly Suit
[ ] Grantor in Possession
[ ] Maryland Insurance Administration
[ ] Miscellaneous
[ ] Specific Transaction
[ ] Structured Settlements

**IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)**

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Abatement                       | <input type="checkbox"/> Earnings Withholding            | <input type="checkbox"/> Judgment-Default           | <input type="checkbox"/> Reinstatement of Employment |
| <input type="checkbox"/> Administrative Action           | <input type="checkbox"/> Enrollment                      | <input type="checkbox"/> Judgment-Interest          | <input type="checkbox"/> Return of Property          |
| <input type="checkbox"/> Appointment of Receiver         | <input type="checkbox"/> Expungement                     | <input type="checkbox"/> Judgment-Summary           | <input type="checkbox"/> Sale of Property            |
| <input type="checkbox"/> Arbitration                     | <input type="checkbox"/> Financial Exploitation          | <input checked="" type="checkbox"/> Liability       | <input type="checkbox"/> Specific Performance        |
| <input type="checkbox"/> Asset Determination             | <input type="checkbox"/> Findings of Fact                | <input type="checkbox"/> Oral Examination           | <input type="checkbox"/> Writ-Error Coram Nobis      |
| <input type="checkbox"/> Attachment b/f Judgment         | <input type="checkbox"/> Foreclosure                     | <input checked="" type="checkbox"/> Order           | <input type="checkbox"/> Writ-Execution              |
| <input type="checkbox"/> Cease & Desist Order            | <input type="checkbox"/> Injunction                      | <input type="checkbox"/> Ownership of Property      | <input type="checkbox"/> Writ-Garnish Property       |
| <input type="checkbox"/> Condemn Bldg                    | <input type="checkbox"/> Judgment-Affidavit              | <input type="checkbox"/> Partition of Property      | <input type="checkbox"/> Writ-Garnish Wages          |
| <input type="checkbox"/> Contempt                        | <input type="checkbox"/> Judgment-Attorney Fees          | <input type="checkbox"/> Peace Order                | <input type="checkbox"/> Writ-Habeas Corpus          |
| <input checked="" type="checkbox"/> Court Costs/Fees     | <input type="checkbox"/> Judgment-Confessed              | <input type="checkbox"/> Possession                 | <input type="checkbox"/> Writ-Mandamus               |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Consent                | <input type="checkbox"/> Production of Records      | <input type="checkbox"/> Writ-Possession             |
| <input type="checkbox"/> Damages-Punitive                | <input checked="" type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order |  |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded.     Liability is not conceded, but is not seriously in dispute.     Liability is seriously in dispute.

**MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)**

- Under \$10,000       \$10,000 - \$30,000       \$30,000 - \$100,000       Over \$100,000
- Medical Bills \$ \_\_\_\_\_     Wage Loss \$ \_\_\_\_\_     Property Damages \$ \_\_\_\_\_

**ALTERNATIVE DISPUTE RESOLUTION INFORMATION**

- Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
- |                |  |                          |  |
|----------------|--|--------------------------|--|
| A. Mediation   | <input type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input type="checkbox"/> No | D. Neutral Evaluation    | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**SPECIAL REQUIREMENTS**

- If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

**ESTIMATED LENGTH OF TRIAL**

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

*(Case will be tracked accordingly)*

- |   |  |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time                      |
| <input type="checkbox"/> 1 day of trial time      | <input checked="" type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time     |  |

**BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM**

*For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.*

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Expedited</b> - Trial within 7 months of Defendant's response | <input type="checkbox"/> <b>Standard</b> - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE  
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under  
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

**Expedited** - Trial within 7 months of  
Defendant's response

**Standard** - Trial within 18 months of  
Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY OR BALTIMORE COUNTY,  
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

**CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)**

- Expedited                      Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short                      Trial 210 days from first answer.
- Civil-Standard                      Trial 360 days from first answer.
- Custom                      Scheduling order entered by individual judge.
- Asbestos                      Special scheduling order.
- Lead Paint                      Fill in: Birth Date of youngest plaintiff \_\_\_\_\_.
- Tax Sale Foreclosures                      Special scheduling order.
- Mortgage Foreclosures                      No scheduling order.

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- Expedited  
(Trial Date-90 days)                      Attachment Before Judgment, Declaratory Judgment (Simple),  
Administrative Appeals, District Court Appeals and Jury Trial Prayers,  
Guardianship, Injunction, Mandamus.
- Standard  
(Trial Date-240 days)                      Condemnation, Confessed Judgments (Vacated), Contract, Employment Related  
Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other  
Personal Injury, Workers' Compensation Cases.
- Extended Standard  
(Trial Date-345 days)                      Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or  
Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and  
out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex  
(Trial Date-450 days)                      Class Actions, Designated Toxic Tort, Major Construction Contracts, Major  
Product Liabilities, Other Complex Cases.

March 13, 2023 \_\_\_\_\_  
Date

/s/ Derek A. Hills, Esq.                      1506160146  
Signature of Attorney / Party                      Attorney Number

129 N. West St., Suite 1 \_\_\_\_\_  
Address

Derek A. Hills \_\_\_\_\_  
Printed Name

Easton                      MD                      21601  
City                      State                      Zip Code

**IN THE CIRCUIT COURT OF MARYLAND  
FOR ANNE ARUNDEL COUNTY**

The Methodist Church of Cape St.  
Claire, et al.

*Plaintiffs,*

v.

The Baltimore Washington Conference of  
the United Methodist Church, et al.

*Defendants.*

\*

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\*

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C-02-CV-23-000500

Case No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

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**REQUEST TO ISSUE SUMMONS**

The Plaintiffs hereby request that the Clerk of this Court issue writs of summons for the Defendants for service by private process pursuant to MD Rule 2-112, and deliver the same to: The Law Office of Derek A. Hills, 129 North West Street, Suite 1, Easton, MD 21601.

Date: March 13, 2023

Respectfully submitted,

/S/ Derek A. Hills

Derek A. Hills

*Attorney for the Plaintiffs*

AIS No. 1506160146

The Law Office of Derek A. Hills, LLC

129 N. West Street, Suite 1

Easton, MD 21601

(443)-239-4626

[dhills@dahlawoffice.com](mailto:dhills@dahlawoffice.com)



**IN THE CIRCUIT COURT OF MARYLAND  
FOR ANNE ARUNDEL COUNTY**

The Methodist Church of Cape St.	*	
Claire, et al.	*	C-02-CV-23-000500
	*	Case No. _____
<i>Plaintiffs,</i>	*	
	*	
v.	*	
	*	
The Baltimore Washington Conference of	*	<b>JURY TRIAL DEMANDED</b>
the United Methodist Church, et al.	*	
<i>Defendants.</i>	*	

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**Line of Appearance**

Dear Clerk:

Please enter the appearance of Derek A. Hills and The Law Office of Derek A. Hills, LLC, on behalf of the Plaintiffs in the above-captioned matter.

Date: March 13, 2023

Respectfully submitted,

/S/ Derek A. Hills  
Derek A. Hills  
*Attorney for the Plaintiffs*  
AIS No. 1506160146  
The Law Office of Derek A. Hills, LLC  
129 N. West Street, Suite 1  
Easton, MD 21601  
(443)-239-4626  
[dhills@dahlawoffice.com](mailto:dhills@dahlawoffice.com)