

# **EXHIBIT 1**

**23102495**  
Kellie Hill - 65  
MAR 30, 2023 02:46 PM



Connie Taylor, Clerk of Superior Court  
Cobb County, Georgia

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

**CIVIL ACTION NO.:**

---

CARROLLTON FIRST UNITED  
METHODIST CHURCH, INC., FIRST  
UNITED METHODIST CHURCH  
OF CANTON, INC., HILLSIDE  
UNITED METHODIST CHURCH,  
INC., MCEACHERN MEMORIAL  
UNITED METHODIST CHURCH,  
INC., DUE WEST UNITED  
METHODIST CHURCH, INC.,  
FIRST UNITED METHODIST  
CHURCH OF LAGRANGE,  
GEORGIA, INC., GRIFFIN FIRST  
UNITED METHODIST CHURCH,  
NORCROSS FIRST UNITED  
METHODIST CHURCH, INC., MT.  
PISGAH UNITED METHODIST  
CHURCH, INC., FIRST UNITED  
METHODIST CHURCH OF  
THOMSON, INC., FIRST UNITED  
METHODIST CHURCH OF  
GREENSBORO, INC., HARTWELL  
FIRST UNITED METHODIST  
CHURCH, INC., FIRST UNITED  
METHODIST CHURCH OF  
MILLEDGEVILLE, GEORGIA,  
INC., DAHLONEGA UNITED  
METHODIST CHURCH, INC.,  
MADISON FIRST UNITED  
METHODIST CHURCH, INC.,  
FIRST UNITED METHODIST  
CHURCH OF MONROE, INC., ST.  
JAMES METHODIST CHURCH OF  
ATHENS, GEORGIA, INC., FIRST  
UNITED METHODIST CHURCH  
OF TOCCOA, INC., FIRST UNITED  
METHODIST CHURCH OF  
EATONTON, INC.,  
CLARKESVILLE FIRST UNITED  
METHODIST CHURCH, INC.,

---

MOSAIC CHURCH, INC., ALDORA  
UNITED METHODIST CHURCH,  
ANNA KRESGE MEMORIAL  
UNITED METHODIST CHURCH,  
INC., ANTHONY CHAPEL UNITED  
METHODIST CHURCH, ANTIOCH  
UNITED METHODIST CHURCH  
CLAYTON, BALL GROUND  
UNITED METHODIST CHURCH,  
INC., BARNSLEY UNITED  
METHODIST CHURCH, INC.,  
BARTON CHAPEL UNITED  
METHODIST CHURCH, BERLIN  
UNITED METHODIST CHURCH,  
BETHANY UNITED METHODIST  
CHURCH FAYETTEVILLE,  
BETHEL UNITED METHODIST  
CHURCH MORGANTON, BETHEL  
UNITED METHODIST CHURCH  
OF DAWSON COUNTY, INC.,  
BETHEL UNITED METHODIST  
CHURCH OF HIRAM, INC.,  
BETHESDA METHODIST  
CHURCH OF HARTWELL, INC.,  
BETHLEHEM UMC, INC., BIG  
SPRINGS UNITED METHODIST  
CHURCH, INC., BIG SPRING  
METHODIST CHURCH, INC.,  
BISHOP UNITED METHODIST  
CHURCH, BLUE RIDGE UNITED  
METHODIST CHURCH, INC.,  
BOLD SPRING UMC –  
CARNESVILLE, INC., BUCHANAN  
UNITED METHODIST CHURCH,  
BURNS MEMORIAL UNITED  
METHODIST CHURCH, CENTER  
POINT UNITED METHODIST  
CHURCH, INC., CENTER VALLEY  
UNITED METHODIST CHURCH  
CHATSWORTH, CENTRAL  
UNITED METHODIST CHURCH  
PUTNAM COUNTY,  
CHATSWORTH FIRST UNITED  
METHODIST CHURCH, CHRIST  
UNITED METHODIST CHURCH  
OF FORSYTH GEORGIA, INC.,

---

CLARKESVILLE FIRST UNITED  
METHODIST CHURCH, INC.,  
CLEVELAND UNITED  
METHODIST CHURCH, INC.,  
COKESBURY UNITED  
METHODIST CHURCH OF  
AUGUSTA, GEORGIA, INC.,  
COLBERT UNITED METHODIST  
CHURCH, INC., COMMERCE  
FIRST UNITED METHODIST  
CHURCH, INC., CONFIDENCE  
UNITED METHODIST CHURCH  
UNION COUNTY, COOL SPRINGS  
UNITED METHODIST CHURCH,  
INC., CORPORATION FOR PIERCE  
MEMORIAL OF UNITED  
METHODIST CHURCH OF  
HANCOCK COUNTY, COUNTY  
LINE UNITED METHODIST  
CHURCH, INC., COVENANT  
UNITED METHODIST CHURCH,  
INC., CRAWFORDVILLE UNITED  
METHODIST CHURCH, INC.,  
CULLODEN UNITED METHODIST  
CHURCH, DEARING UNITED  
METHODIST CHURCH, INC.,  
DUNN'S CHAPEL METHODIST  
CHURCH, EBENEZER UNITED  
METHODIST CHURCH  
JEFFERSON, EBENEZER UNITED  
METHODIST CHURCH OF  
HOLLYWOOD, GEORGIA, INC.,  
ELBERTON FIRST UNITED  
METHODIST CHURCH, INC.,  
ELIZABETH LEE UNITED  
METHODIST CHURCH, INC.,  
ENGLAND CHAPEL UNITED  
METHODIST CHURCH,  
FARMVILLE UNITED  
METHODIST CHURCH, FIRST  
METHODIST CHURCH OF  
CONCORD, INC., FIRST UNITED  
METHODIST CHURCH, UNION  
POINT, INC., FIVE SPRINGS  
UNITED METHODIST CHURCH,  
FLINT HILL UNITED METHODIST

---

CHURCH, INC. FORK CHAPEL  
UNITED METHODIST CHURCH,  
FRIENDSHIP UNITED  
METHODIST CHURCH  
HEPHZIBAH, GORDON'S CHAPEL  
UNITED METHODIST CHURCH,  
INC., HARLEM UNITED  
METHODIST CHURCH, INC.  
HARVEST POINT UNITED  
METHODIST CHURCH, INC.,  
HICKORY FLAT UNITED  
METHODIST CHURCH LULA,  
HIGHLANDS UNITED  
METHODIST CHURCH, INC.,  
HOLLY SPRINGS UNITED  
METHODIST CHURCH JACKSON  
COUNTY, HOMER UNITED  
METHODIST CHURCH, HOPE  
UNITED METHODIST CHURCH,  
INC., HOPEWELL UNITED  
METHODIST CHURCH OF  
MILLEDGEVILLE, GEORGIA,  
INC., INDEPENDENCE  
METHODIST CHURCH, JONES  
CHAPEL UNITED METHODIST  
CHURCH, INC., KENNESAW  
UNITED METHODIST CHURCH,  
INC., KNOWLES CHAPEL UNITED  
METHODIST CHURCH, LIBERTY  
HILL METHODIST CHURCH OF  
HARTWELL, INC., LIBERTY HILL  
UNITED METHODIST CHURCH  
MORGANTON, LIBERTY UNITED  
METHODIST CHURCH, INC., LIFE  
SPRINGS UNITED METHODIST  
CHURCH, INC., LINCOLNTON  
UNITED METHODIST CHURCH,  
INC., LITHIA SPRINGS UNITED  
METHODIST CHURCH, INC.,  
LITTLE RIVER UNITED  
METHODIST CHURCH, INC.,  
LOUDSVILLE UNITED  
METHODIST CHURCH, LULA  
UNITED METHODIST CHURCH,  
LYERLY UNITED METHODIST  
CHURCH, INC., MACEDONIA

---

UNITED METHODIST CHURCH  
ALPHARETTA, MACEDONIA  
UNITED METHODIST CHURCH,  
INC., MARTINEZ UNITED  
METHODIST CHURCH, INC.,  
MIDWAY UNITED METHODIST  
CHURCH LINCOLNTON, MIZPAH  
UNITED METHODIST CHURCH,  
MONTPELIER UNITED  
METHODIST CHURCH, INC.,  
MOUNT NEBO UNITED  
METHODIST CHURCH, INC.,  
MOUNTAIN CITY UNITED  
METHODIST CHURCH,  
MOUNTAIN VIEW UNITED  
METHODIST CHURCH, INC.,  
MOUNTVILLE UNITED  
METHODIST CHURCH, INC, MT.  
BETHEL UNITED METHODIST  
CHURCH COMMERCE, MT.  
CARMEL UNITED METHODIST  
CHURCH HAMPTON, MT.  
GILEAD UNITED METHODIST  
CHURCH WOODSTOCK, MT.  
PLEASANT UNITED METHODIST  
CHURCH WHITE COUNTY, MT.  
ZION UMC ATLANTA-SOUTH,  
INC., MT. ZION UNITED  
METHODIST CHURCH ALTO, MT.  
ZION UNITED METHODIST  
CHURCH OF CHATSWORTH,  
NACOOCHEE UNITED  
METHODIST CHURCH, INC., NEW  
BEGINNINGS UNITED  
METHODIST CHURCH, INC., NEW  
COVENANT UNITED METHODIST  
CHURCH TRUSTEES, INC., NEW  
HAVEN UNITED METHODIST  
CHURCH, NEW HOPE UNITED  
METHODIST CHURCH DILLARD,  
NEW HOPE UNITED METHODIST  
CHURCH OF CLAYTON COUNTY,  
INC., NEW PENTECOST UNITED  
METHODIST CHURCH OF  
WINDER, GEORGIA, INC., NEW  
PROSPECT CHURCH, INC., NEW

---

SALEM METHODIST CHURCH,  
INC., OLD CAMP UNITED  
METHODIST CHURCH, INC.,  
OOSTANAULA UNITED  
METHODIST CHURCH, ORANGE  
UNITED METHODIST CHURCH,  
INC., PENNINGTON CHAPEL  
UNITED METHODIST CHURCH,  
INC., PENNINGTON UNITED  
METHODIST CHURCH, INC.,  
PLAINVILLE UNITED  
METHODIST CHURCH,  
PLEASANT GROVE UNITED  
METHODIST CHURCH OF  
WHITFIELD COUNTY, INC.,  
PLEASANT HILL UNITED  
METHODIST CHURCH, INC.,  
PLEASANT VALLEY UNITED  
METHODIST CHURCH, INC.,  
POMONA UNITED METHODIST  
CHURCH, INC., POSEYVILLE  
UMC, INC., PROSPECT UNITED  
METHODIST CHURCH MORGAN  
COUNTY, PROVIDENCE UNITED  
METHODIST CHURCH TOCCOA,  
PROVIDENCE UNITED  
METHODIST CHURCH OF  
FAYETTEVILLE, INC.,  
PROVIDENCE UNITED  
METHODIST CHURCH UNION  
COUNTY, PROVIDENCE UNITED  
METHODIST CHURCH, INC.,  
RAYS UNITED METHODIST  
CHURCH, REDSTONE UNITED  
METHODIST CHURCH, REDWINE  
UNITED METHODIST CHURCH  
CANON, REDWINE UNITED  
METHODIST CHURCH, INC.,  
ROCK SPRING UNITED  
METHODIST CHURCH, INC.,  
ROCKLAND UNITED  
METHODIST CHURCH,  
RUTLEDGE UNITED METHODIST  
CHURCH, SAINT PAUL UNITED  
METHODIST CHURCH LUMPKIN  
COUNTY, SALEM METHODIST

---

CHURCH, INC., SHANNON  
UNITED METHODIST CHURCH,  
SHILOH UNITED METHODIST  
CHURCH OF BURWELL, LLC.,  
SHILOH UNITED METHODIST  
CHURCH OF KENNESAW, INC.,  
SHILOH UNITED METHODIST  
CHURCH, INC., SILOAM UNITED  
METHODIST CHURCH, SILVER  
CREEK UNITED METHODIST  
CHURCH OF SILVER CREEK,  
INC., SIXES UNITED METHODIST  
CHURCH, INC., SMYRNA UNITED  
METHODIST CHURCH, INC., ST.  
JAMES UNITED METHODIST  
CHURCH TOCCOA, ST. MARK  
UNITED METHODIST CHURCH  
OF AUGUSTA, INC., ST. STEPHEN  
UNITED METHODIST CHURCH,  
INC., STARK UNITED  
METHODIST CHURCH, INC.,  
STATHAM UNITED METHODIST  
CHURCH, SWORDS UNITED  
METHODIST CHURCH,  
TALLAPOOSA FIRST UNITED  
METHODIST CHURCH, INC., THE  
FOUNTAIN UNITED METHODIST  
CHURCH, INC., THE ROCK  
UNITED METHODIST CHURCH,  
INC., TIGER UNITED METHODIST  
CHURCH, TRINITY ON THE HILL  
UNITED METHODIST CHURCH,  
INC., TRINITY UNITED  
METHODIST CHURCH DULUTH,  
TRINITY UNITED METHODIST  
CHURCH OF ROME, INC., UNION  
HILL UNITED METHODIST  
CHURCH OF HIWASSEE,  
GEORGIA, INC., UNION HILL  
UNITED METHODIST CHURCH,  
INC., UNION UNITED  
METHODIST CHURCH, INC.,  
VANNA UNITED METHODIST  
CHURCH, VARNELL UNITED  
METHODIST CHURCH, INC.,  
VICTORY UNITED METHODIST

---



CHURCH, VILLA RICA FIRST  
UNITED METHODIST CHURCH,  
INC., WALNUT GROVE UNITED  
METHODIST CHURCH, INC.,  
WASHINGTON FIRST UNITED  
METHODIST CHURCH, WESLEY  
CHAPEL UNITED METHODIST  
CHURCH OF DAHLONEGA, INC.,  
WEST ROME UNITED  
METHODIST CHURCH, INC,  
WHITE UNITED METHODIST  
CHURCH, WILLIAMSON UNITED  
METHODIST CHURCH, INC.,  
WILLIAMSTOWN UNITED  
METHODIST CHURCH, INC.,  
WINFIELD SHILOH UNITED  
METHODIST CHURCH, INC.,  
WOODBURY UNITED  
METHODIST CHURCH, INC.,  
YATESVILLE UNITED  
METHODIST CHURCH, INC., AND  
YOUNG HARRIS MEMORIAL  
UNITED METHODIST CHURCH,  
INC.

Plaintiffs,

v.

THE TRUSTEES OF THE NORTH  
GEORGIA CONFERENCE OF  
THE UNITED METHODIST  
CHURCH, INC., THE NORTH  
GEORGIA CONFERENCE OF  
THE UNITED METHODIST  
CHURCH, INC., SUE  
HAUPERT-JOHNSON and  
ROBIN DEASE, individually and in  
their capacity as Bishop of the  
United Methodist Church and  
BETH SANDERS, DOUGLAS  
GILREATH, SUSAN G.  
LANDRY, GREG  
PORTERFIELD, MICHAEL  
MCQUEEN, BYRON THOMAS,  
JESSICA TERRELL, and

---

RODRIGO CRUZ, individually and in their capacity as District Superintendents of the North Georgia Annual Conference of the United Methodist Church,

Defendants.

**VERIFIED COMPLAINT FOR INTERLOCUTORY AND PERMANENT  
INJUNCTIVE RELIEF AND DAMAGES  
JURY TRIAL DEMANDED**

COMES NOW the named Plaintiffs in the above styled civil action, and submit this Verified Complaint for Interlocutory and Permanent Injunctive Relief and Damages against the named Defendants and show the Court as follows:

**NATURE OF THE ACTION- NO ECCLESIASTICAL QUESTION**

Plaintiffs file this action for injunctive relief and for damages, to redress unauthorized conduct by Defendants that threatens to destroy these religious congregations and deprive them of their property rights, as alleged hereinbelow. This action presents an issue which is within the competence and jurisdiction of this Court, and which can and should be resolved under neutral principles of law applicable to any property dispute, without the need to decide any religious questions and without intruding into legitimate ecclesiastical autonomy. This case can be resolved in accordance with secular Georgia law as laid down by the Supreme Court of Georgia for church property questions, and without interfering with the separation of church and state. This property dispute can and must be resolved in accordance with the procedure employed by the Georgia Supreme Court in the cases of Presbytery of Greater Atlanta, Inc. v. Timberridge Presbyterian Church, Inc., 290 Ga. 272 (2011), and Rector v. Bishop of the Episcopal Diocese of Georgia, Inc., 290 Ga. 95 (2011). The above cases hold that Georgia courts will consider charters, constitutions, and other governing texts of religious organizations under neutral

---

principals of law in resolving property disputes. Defendants cannot be heard to contest this point, as Defendants have availed themselves of the same principles recently in a substantially similar context in this very court, that being the case of The Trustees of The North Georgia Conference of the United Methodist Church, Inc. v. Mt. Bethel United Methodist Church, Inc. d/b/a Mt. Bethel United Methodist Church, Superior Court of Cobb County, CAFN 21-1-06801-28. Less than one year ago, Defendants recognized the legal rights afforded seventy (70) other congregations in North Georgia to disaffiliate from the UMC under the same process sought by Plaintiffs. In doing so, Defendants established a course of dealing and course of conduct under the rights afforded congregations pursuant to ¶2553 of the United Methodist Church Book of Discipline.

### **Piercing the Corporate Veil**

As a result of fraud and collusion between the Trustees of the North Georgia Conference, Inc., the North Georgia Conference of The United Methodist Church, Inc., Sue Hauptert-Johnson, Robin Dease, and the named District Superintendents (collectively, the “Defendants”) no corporate form shields any named Defendant from the liability arising from the conduct of any other. Moreover, “[a]n officer of a corporation who takes part in the commission of a tort by the corporation is personally liable therefor[.]” Jennings v. Smith, 226 Ga. App. 765, 766 (1997).

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

1.

Plaintiff, Carrollton First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 206 Newnan Street, Carrollton, GA 30117-3123 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

2.

Plaintiff, First United Methodist Church of Canton, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 930 Lower Scott Mill Road, Canton, GA 30115-3836 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

3.

Plaintiff, Hillside United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4474 Towne Lake Parkway, Woodstock, GA 30189-8133 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

4.

Plaintiff, McEachern Memorial United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4075 Macland Road, Powder Springs, GA 30127-1504 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

5.

Plaintiff, Due West United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3956 Due West Road, Marietta, GA 30064-1020 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

6.

Plaintiff, First United Methodist Church of LaGrange, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 401 Broad Street,

---

LaGrange, GA 30240-2640 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

7.

Plaintiff, Griffin First United Methodist Church is an unincorporated religious association with a physical location of 1401 Maple Drive, Griffin, GA 30224-5354 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

8.

Plaintiff, Norcross First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2484 Beaver Ruin Road, Norcross, GA 30071 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

9.

Plaintiff, Mt. Pisgah United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2850 Old Alabama Road, Johns Creek, GA 30022 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

10.

Plaintiff, First United Methodist Church of Thomson, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 353 Main Street, Thomson, GA 30824-2612 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.



11.

Plaintiff, First United Methodist Church of Greensboro, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 202 W. Broad Street, Greensboro, GA 30642-1128 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

12.

Plaintiff, Hartwell First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 200 East Howell Street, Hartwell, GA 30643 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

13.

Plaintiff, First United Methodist Church of Milledgeville, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 366 Log Cabin Road, Milledgeville, GA 31061-7726 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

14.

Plaintiff, Dahlonega United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 107 S. Park Street, Dahlonega, GA 30533-1345 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

15.

Plaintiff, Madison First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 296 South Main Street, Madison,

---

GA 30650 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

16.

Plaintiff, First United Methodist Church of Monroe, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 400 S. Broad Street, Monroe, GA 30655 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

17.

Plaintiff, St. James Methodist Church of Athens, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 111 West Lake Drive, Athens, GA 30606 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

18.

Plaintiff, First United Methodist Church of Toccoa, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 333 E. Tugalo Street, Toccoa, GA 30577-2129 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

19.

Plaintiff, First United Methodist Church of Eatonton, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 103 W. Magnolia Street, Eatonton, GA 31024-1343 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

20.

Plaintiff, Clarkesville First United Methodist Church of Eatonton, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1087 Washington Street, Clarkesville, GA 30523-5614 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

21.

Plaintiff, Mosaic Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 478 Columbia Industrial Blvd., Evans, GA 30809-6127 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

22.

Plaintiff, Aldora United Methodist Church is an unincorporated religious association with a physical location of 170 Aldora Street, Barnesville, GA 30204 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

23.

Plaintiff, Anna Kresge Memorial United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 15 Booger Hollow Road, Cedartown, GA 30125-4341 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

24.

Plaintiff, Anthony Chapel United Methodist Church is an unincorporated religious association with a physical location of 3619 Metasville Road, Lincolnton, GA 30817 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---



25.

Plaintiff, Antioch United Methodist Church Clayton is an unincorporated religious association with a physical location of 84 Antioch Church Road, Tiger, GA 30525-4457 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

26.

Plaintiff, Ball Ground United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3045 Canton Highway, Ball Ground, GA 30107 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

27.

Plaintiff, Barnsley United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 141 Barnsley Church Road, Kingston, GA 30145 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

28.

Plaintiff, Barton Chapel United Methodist Church is an unincorporated religious association with a physical location of 3414 Deans Bridge Road, Augusta, GA 30906-9512 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

29.

Plaintiff, Berlin United Methodist Church is an unincorporated religious association with a physical location of 1518 Hephzibah-McBean Road, Hephzibah, GA 30815-4324 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

30.

Plaintiff, Bethany United Methodist Church Fayetteville is an unincorporated religious association with a physical location of 607 Rivers Road, Fayetteville, GA 30214-3129 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

31.

Plaintiff, Bethel United Methodist Church Morganton is an unincorporated religious association with a physical location of 13655 Old Highway 76, Morganton, GA 30560-3461 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

32.

Plaintiff, Bethel United Methodist Church of Dawson County, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 100 Lumpkin Campground Road S, Dawsonville, GA 30534-6143 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

33.

Plaintiff, Bethel United Methodist Church of Hiram, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1444 Bethel Church Road, Hiram, GA 30141-5908 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

34.

Plaintiff, Bethesda Methodist Church of Hartwell, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 433 Bethesda Church Road, Hartwell, GA 30643 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

35.

Plaintiff, Bethlehem UMC, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1991 Miller Academy Road, Bremen, GA 30110 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

36.

Plaintiff, Big Springs United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2066 Sugar Pike Road, Woodstock, GA 30188-2118 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

37.

Plaintiff, Big Springs Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2422 Lower Big Springs Road, LaGrange, GA 30241 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

38.

Plaintiff, Bishop United Methodist Church is an unincorporated religious association with a physical location of 1080 Old Bishop Road, Watkinsville, GA 30621-1414 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

39.

Plaintiff, Blue Ridge United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 235 Orvin Lance Drive, Blue Ridge, GA 30513-8067 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

40.

Plaintiff, Bold Spring UMC – Carnesville, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 331 Bold Spring Church Road, Carnesville, GA 30521-3989 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

41.

Plaintiff, Buchanan United Methodist Church is an unincorporated religious association with a physical location of 3623 US Highway 27, Buchanan, GA 30113 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

42.

Plaintiff, Burns Memorial United Methodist Church is an unincorporated religious association with a physical location of 2372 Lumpkin Road, Augusta, GA 30906 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

43.

Plaintiff, Center Point United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2176 Center Point Road, Temple, GA 30179-4630 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

44.

Plaintiff, Center Valley United Methodist Church Chatsworth is an unincorporated religious association with a physical location of 1409 Highway 225 N, Chatsworth, GA 30705-7316 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

45.

Plaintiff, Central United Methodist Church Putnam County is an unincorporated religious association with a physical location of 178 Central Road, Eatonton, GA 30124 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

46.

Plaintiff, Chatsworth First United Methodist Church is an unincorporated religious association with a physical location of 107 W. Cherokee Street, Chatsworth, GA 30705-2503 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

47.

Plaintiff, Christ United Methodist Church, of Forsyth, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 417 North Frontage Road, Forsyth, GA 31029-5002 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

48.

Plaintiff, Cleveland United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 112 East Kytle Street, Cleveland, GA

---

30528-1252 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

49.

Plaintiff, Cokesbury United Methodist Church, of Augusta, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2005 Windsor Spring Road, Augusta, GA 30906-4957 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

50.

Plaintiff, Colbert United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 68 N. Second Street, Colbert, GA 30628 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

51.

Plaintiff, Commerce First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 16 Cherry Street, Commerce, GA 30529 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

52.

Plaintiff, Confidence United Methodist Church Union County is an unincorporated religious association with a physical location of 9044 Georgia Highway 17, Toccoa, GA 30577 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

53.

Plaintiff, Cool Springs United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 117 Cool Springs Road, Clarkesville, GA 30523 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

54.

Plaintiff, Corporation for Pierce Memorial United Methodist Church of Hancock County is a non-profit corporation organized under the laws of Georgia with a physical location of 21 Boland Street, Sparta, GA 31087-1716 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

55.

Plaintiff, County Line United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1183 County Line Road, Acworth, GA 30101 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

56.

Plaintiff, Covenant United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3375 Atlanta Road SE, Smyrna, GA 30080-3801 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

57.

Plaintiff, Crawfordville United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 66 Moore Street, Crawfordville,

---

GA 30631 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

58.

Plaintiff, Culloden United Methodist Church is an unincorporated religious association with a physical location of 330 Main Street, Culloden, GA 31016-6103 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

59.

Plaintiff, Dearing United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 161 Church Street, Dearing, GA 30808 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

60.

Plaintiff, Dunn's Chapel United Methodist Church is an unincorporated religious association with a physical location of 6563 Ridge Road, Appling, GA 30802-4207 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

61.

Plaintiff, Ebenezer United Methodist Church Jefferson is an unincorporated religious association with a physical location of 1368 Ebenezer Church Road, Jefferson, GA 30549-4512 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

62.

Plaintiff, Ebenezer United Methodist Church of Hollywood, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4000 Hollywood

---



Highway, Clarkesville, GA 30523-4842 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

63.

Plaintiff, Elberton First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 132 E. Church Street, Elberton, GA 30635 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

64.

Plaintiff, Elizabeth Lee United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 139 Cove Road, Chickamauga, GA 30707-1406 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

65.

Plaintiff, England Chapel United Methodist Church is an unincorporated religious association with a physical location of 1998 GA-16, Jackson, GA 30233 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

66.

Plaintiff, Farmville United Methodist Church is an unincorporated religious association with a physical location of 6906 Fairmount Highway SE, Calhoun, GA 30701-4021 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

67.

Plaintiff, First Methodist Church of Concord, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 62 McClendon Street, Concord, GA 30206

---

and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

68.

Plaintiff, First United Methodist Church, Union Point, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 714 Park Avenue, Union Point, GA 30669 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

69.

Plaintiff, Five Springs United Methodist Church is an unincorporated religious association with a physical location of 2823 Five Springs Road, Dalton, GA 30720 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

70.

Plaintiff, Flint Hill United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4072 Hiram Sudie Road, Hiram, GA 30141-3123 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

71.

Plaintiff, Fork Chapel United Methodist Church is an unincorporated religious association with a physical location of 1401 Farmington Road, Madison, GA 30650-2374 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.



72.

Plaintiff, Friendship United Methodist Church Hephzibah is an unincorporated religious association with a physical location of 3027 Tobacco Road, Hephzibah, GA 30815-7007 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

73.

Plaintiff, Gordon's Chapel United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 6625 Nowhere Road, Hull, GA 30646-2514 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

74.

Plaintiff, Harlem United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 115 W. Milledgeville Road, Harlem, GA 30814-5118 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

75.

Plaintiff, Harvest Point United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 909 Eagles Landing Parkway, Suite 140-301, Stockbridge, GA 30281 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

76.

Plaintiff, Hickory Flat United Methodist Church Lula is an unincorporated religious association with a physical location of 3409 Highway 51 S, Lula, GA 30554 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

77.

Plaintiff, Highlands United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3678 Cleveland Highway, Gainesville, GA 30506-3204 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

78.

Plaintiff, Holly Springs United Methodist Church Jackson County is an unincorporated religious association with a physical location of 7441 Holly Springs Road, Pendergrass, GA 30567-3545 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

79.

Plaintiff, Homer United Methodist Church is an unincorporated religious association with a physical location of 141 Sycamore Street, Homer, GA 30547-2807 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

80.

Plaintiff, Hope United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1970 Charles Hardy Parkway, Dallas, GA 30157-1177 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

81.

Plaintiff, Hopewell United Methodist Church of Milledgeville, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 188 Hopewell Church Road, NW, Milledgeville, GA 31061-9743 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

82.

Plaintiff, Independence Methodist Church is an unincorporated religious association with a physical location of 247 Independence Street, Tignall, GA 30668 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

83.

Plaintiff, Jones Chapel United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 5601 Hwy 29 N, Danielsville, GA 30633-4049 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

84.

Plaintiff, Kennesaw United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1801 Ben King Road, Kennesaw, GA 30144 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

85.

Plaintiff, Knowles Chapel United Methodist Church is an unincorporated religious association with a physical location of 830 Brown Chapel Road, Sparta, GA 31087 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

86.

Plaintiff, Liberty Hill Methodist Church of Hartwell, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1473 Liberty Hill Church Road, Hartwell, GA 30643 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

87.

Plaintiff, Liberty Hill United Methodist Church Morganton is an unincorporated religious association with a physical location of 255 Liberty Hill Road, Blairsville, GA 30512-2565 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

88.

Plaintiff, Liberty United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2040 Liberty Church Road, Hephzibah, GA 30815-4423 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

89.

Plaintiff, Life Springs United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 10608 Highway 109, Zebulon, GA 30295-3402 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

90.

Plaintiff, Lincolnton United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 202 N. Peachtree Street, Lincolnton, GA

---

30817 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

91.

Plaintiff, Lithia Springs United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3711 Temple Street, Lithia Springs, GA 30122-1854 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

92.

Plaintiff, Little River United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 12455 Highway 92, Woodstock, GA 30188 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

93.

Plaintiff, Loudsville United Methodist Church Morganton is an unincorporated religious association with a physical location of 1493 Highway 75 Alternate, Cleveland, GA 30528 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

94.

Plaintiff, Lula United Methodist Church Morganton is an unincorporated religious association with a physical location of 5814 McLeod Street, Lula, GA 30554 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

95.

Plaintiff, Lyerly United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 105 Oak Hill Road, Lyerly, GA 30730 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

96.

Plaintiff, Macedonia United Methodist Church Alpharetta is an unincorporated religious association with a physical location of 2415 Holbrook Campground Road, Alpharetta, GA 30004-7065 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

97.

Plaintiff, Macedonia United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 7257 Highway 80 N, Thomson, GA 30826 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

98.

Plaintiff, Martinez United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3614 Washington Road, Martinez, GA 30907-2846 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

99.

Plaintiff, Midway United Methodist Church Lincolnton is an unincorporated religious association with a physical location of 2453 Midway Church Road, Lincolnton, GA 30817 and

---



is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

100.

Plaintiff, Mizpah United Methodist Church is an unincorporated religious association with a physical location of 4053 Kingston Highway, Kingston, GA 30145-1838 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

101.

Plaintiff, Montpelier United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 449 Sparta Highway NE, Milledgeville, GA 31061-9261 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

102.

Plaintiff, Mount Nebo United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3685 Nebo Road, Dallas, GA 30157-6294 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

103.

Plaintiff, Mountain City United Methodist Church is an unincorporated religious association with a physical location of 68 Black Rock Parkway, Mountain City, GA 30562 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.



104.

Plaintiff, Mountain View United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2300 Jamerson Road, Marietta, GA 30066-1406 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

105.

Plaintiff, Mountville United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4563 Greenville Highway, LaGrange, GA 30241 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

106.

Plaintiff, Mt. Bethel United Methodist Church Commerce is an unincorporated religious association with a physical location of 295 Mount Bethel Road, Commerce, GA 30530-7717 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

107.

Plaintiff, Mt. Carmel United Methodist Church Hampton is an unincorporated religious association with a physical location of 1933 Mount Carmel Road, Hampton, GA 30228 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

108.

Plaintiff, Mt. Gilead United Methodist Church Woodstock is an unincorporated religious association with a physical location of 889 Arnold Mill Road, Woodstock, GA 30188-3020 and

---

is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

109.

Plaintiff, Mt. Pleasant United Methodist Church White County is an unincorporated religious association with a physical location of 986 Mt. Pleasant Church Road, Cleveland, GA 30528 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

110.

Plaintiff, Mt. Zion UMC Atlanta-South, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2840 Metropolitan Parkway, SW, Atlanta, GA 30315-7916 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

111.

Plaintiff, Mt. Zion United Methodist Church Alto is an unincorporated religious association with a physical location of 145 Mt. Zion Church Road, Alto, GA 30510 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

112.

Plaintiff, Mt. Zion United Methodist Church Chatsworth is an unincorporated religious association with a physical location of 44 Wilbanks Road, Chatsworth, GA 30705 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

113.

Plaintiff, Nacoochee United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1371 Highway 17, Sautee Nacoochee, GA

---

30571 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

114.

Plaintiff, New Beginnings United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2975 Cobb Parkway NW, Kennesaw, GA 30152-2605 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

115.

Plaintiff, New Covenant United Methodist Church Trustees, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 5960 GA Highway 5, Douglasville, GA 30135-5528 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

116.

Plaintiff, New Haven United Methodist Church is an unincorporated religious association with a physical location of 4040 S. Dixie Road, Dalton, GA 30721-5113 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

117.

Plaintiff, New Hope United Methodist Church Dillard is an unincorporated religious association with a physical location of 3011 Highway 76, Clayton, GA 30525 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

118.

Plaintiff, New Hope United Methodist Church Clayton County, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1014 New Hope

---

Drive, Hampton, GA 30228-1550 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

119.

Plaintiff, New Pentecost United Methodist Church of Winder, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 385 Pleasant Hill Church Road, Winder, GA 30680 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

120.

Plaintiff, New Prospect Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 334 Prospect Church Road, Athens, GA 30607 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

121.

Plaintiff, New Salem United Methodist Church is an unincorporated religious association with a physical location of 2170 Highway 59, Commerce, GA 30530-6714 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

122.

Plaintiff, Old Camp United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 77 Old Camp Church Road, Carrollton, GA 30117 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.



123.

Plaintiff, Oostanula United Methodist Church is an unincorporated religious association with a physical location of 74 Battey Farm Road, Rome, GA 30161-8681 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

124.

Plaintiff, Orange United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 220 Orange Church Road, Canton, GA 30115 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

125.

Plaintiff, Pennington Chapel United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2711 Sandy Cross Road, Royston, GA 30662 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

126.

Plaintiff, Pennington United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1141 Broughton Road, Madison, GA 30650-5111 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

127.

Plaintiff, Plainville United Methodist Church is an unincorporated religious association with a physical location of 2041 Moores Ferry Road SW, Plainville, GA 30733 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

128.

Plaintiff, Pleasant Grove United Methodist Church of Whitfield County, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2701 Cleveland Highway, Dalton, GA 30721-8162 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

129.

Plaintiff, Pleasant Hill United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 119 Thomas Dorsey Drive, Villa Rica, GA 30180 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

130.

Plaintiff, Pleasant Valley United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 526 Highway 11 S, Monroe, GA 30655-6073 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

131.

Plaintiff, Pomona United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1143 Kilgore Road, Griffin, GA 30223-6472 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

132.

Plaintiff, Poseyville UMC, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 810 Corinth Poseyville Road, Bremen, GA 30110-3105 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

133.

Plaintiff, Prospect United Methodist Church Morgan County is an unincorporated religious association with a physical location of 3191 Prospect Road, Rutledge, GA 30663-2040 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

134.

Plaintiff, Providence United Methodist Church Toccoa is an unincorporated religious association with a physical location of 4032 Riverdale Road, Toccoa, GA 30577 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

135.

Plaintiff, Providence United Methodist Church of Fayette County, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 592 Bernhard Road, Fayetteville, GA 30215-2932 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

136.

Plaintiff, Providence United Methodist Church Union County is an unincorporated religious association with a physical location of 4032 Riverdale Road, Toccoa, GA 30577 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---



137.

Plaintiff, Providence United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2395 Providence Church Road, Lavonia, GA 30553-6623 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

138.

Plaintiff, Rays United Methodist Church is an unincorporated religious association with a physical location of 1521 Rays Church Road, Bishop, GA 30621-1294 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

139.

Plaintiff, Redstone United Methodist Church is an unincorporated religious association with a physical location of 6722 Athens Highway, Jefferson, GA 30549-4229 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

140.

Plaintiff, Redwine United Methodist Church Canon is an unincorporated religious association with a physical location of 3548 Redwine Church Road, Canon, GA 30520-4403 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

141.

Plaintiff, Redwine United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3285 Poplar Springs Road, Gainesville, GA 30507-8659 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

142.

Plaintiff, Rock Spring United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3477 Peavine Road, Rock Spring, GA 30739 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

143.

Plaintiff, Rockland United Methodist Church is an unincorporated religious association with a physical location of 6747 Rockland Road, Lithonia, GA 30038-3442 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

144.

Plaintiff, Rutledge United Methodist Church is an unincorporated religious association with a physical location of 136 East Main Street, Rutledge, GA 30663-2544 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

145.

Plaintiff, Saint Paul United Methodist Church Lumpkin County is an unincorporated religious association with a physical location of 14 Martins Ford Road, Dahlonega, GA 30533-6569 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

146.

Plaintiff, Salem Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 679 George McDuffie Road, Dearing, GA 30808 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

147.

Plaintiff, Shannon United Methodist Church is an unincorporated religious association with a physical location of 600 1<sup>st</sup> Street, Shannon, GA 30172 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

148.

Plaintiff, Shiloh United Methodist Church of Burwell, LLC. is a non-profit corporation organized under the laws of Georgia with a physical location of 1874 Burwell Road, Carrollton, GA 30117-6006 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

149.

Plaintiff, Shiloh United Methodist Church of Kennesaw, LLC. is a non-profit corporation organized under the laws of Georgia with a physical location of 3860 Cherokee Street NW, Kennesaw, GA 30144-2084 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

150.

Plaintiff, Shiloh United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 10 Almon Church Road, Covington, GA 30014 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

151.

Plaintiff, Siloam United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 111 Church Street, Siloam, GA 30665 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

152.

Plaintiff, Silver Creek United Methodist Church of Silver Creek, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 36 Reeceburg Road, Silver Creek, GA 30173 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

153.

Plaintiff, Sixes United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 8385 Bells Ferry Road, Canton, GA 30114 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

154.

Plaintiff, Smyrna United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 9199 Buchanan Highway, Dallas, GA 30157-7832 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

155.

Plaintiff, St. James United Methodist Church Toccoa is an unincorporated religious association with a physical location of 900 Mize Street, Toccoa, GA 30477-5853 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

156.

Plaintiff, St. Mark United Methodist Church of Augusta, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2367 Washington Road, Augusta, GA 30904 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

157.

Plaintiff, St. Stephen United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 636 Roswell Street, Marietta, GA 30060 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

158.

Plaintiff, Stark United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1097 Halls Bridge Road, Jackson, GA 30233-4300 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

159.

Plaintiff, Statham United Methodist Church is an unincorporated religious association with a physical location of 1926 Broad Street, Statham, GA 30666 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

160.

Plaintiff, Swords United Methodist Church is an unincorporated religious association with a physical location of 1401 Swords Road, Buckhead, GA 30625-2121 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

161.

Plaintiff, Tallapoosa First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 191 Alewine Avenue, Tallapoosa, GA 30176-1282 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

162.

Plaintiff, The Fountain United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1795 Old Peachtree Road, Duluth, GA 30097 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

163.

Plaintiff, The Rock United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 151 The Rock Road, The Rock, GA 30285 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

164.

Plaintiff, Tiger United Methodist Church is an unincorporated religious association with a physical location of 64 Pleasant Place Road, Tiger, GA 30576 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

165.

Plaintiff, Trinity on the Hill United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 101 North Davis Road, LaGrange, GA 30241-1561 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

166.

Plaintiff, Trinity United Methodist Church Duluth is an unincorporated religious association with a physical location of 1158 Old Peachtree Road, Duluth, GA 30097-5105 and is

---

a member congregation of the North Georgia Annual Conference of the United Methodist Church.

167.

Plaintiff, Trinity United Methodist Church of Rome, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 606 Turner McCall Boulevard, Rome, GA 30165 a member congregation of the North Georgia Annual Conference of the United Methodist Church.

168.

Plaintiff, Union Hill United Methodist Church of Hiawassee, Georgia, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 467 Sunnyside Road, Hiawassee, GA 30546-0691 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

169.

Plaintiff, Union Hill United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 2000 AJ Land Road, Canton, GA 30115-4974 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

170.

Plaintiff, Union United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 4600 Highway 138 SW, Stockbridge, GA 30281 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

171.

Plaintiff, Vanna United Methodist Church is an unincorporated religious association with a physical location of 3457 Old Elbert Road, Royston, GA 30662 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

172.

Plaintiff, Varnell United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 3485 Highway 2, Cohutta, GA 30710-7432 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

173.

Plaintiff, Victory United Methodist Church is an unincorporated religious association with a physical location of 1994 Victory Church Road, Bowdon, GA 30108 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

174.

Plaintiff, Villa Rica First United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1789 Carrollton Villa Rica Highway, Villa Rica, GA 30180 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

175.

Plaintiff, Walnut Grove United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 965 Church Way, Loganville, GA 30052 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---



176.

Plaintiff, Washington First United Methodist Church is an unincorporated religious association with a physical location of 102 W. Liberty Street, Washington, GA 30673-1624 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

177.

Plaintiff, Wesley Chapel United Methodist Church of Dahlonega, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1751 Wesley Chapel Road, Dahlonega, GA 30533-3653 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

178.

Plaintiff, West Rome United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 1003 Shorter Avenue, Rome, GA 30165-4056 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

180.

Plaintiff, White United Methodist Church is an unincorporated religious association with a physical location of 3411 Highway 411 NE, White, GA 30184-2424 and is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

181.

Plaintiff, Williamson United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 20 Second District Road, Williamson, GA

---

30292 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

182.

Plaintiff, Williamstown United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 37 Williamstown Road, Mineral Bluff, GA 30559 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

182.

Plaintiff, Winfield Shiloh United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 5970 Cobb Ham Road, Appling, GA 30802-5678 a member congregation of the North Georgia Annual Conference of the United Methodist Church.

183.

Plaintiff, Woodbury United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 34 Peachtree Street, Woodbury, GA 30293 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

184.

Plaintiff, Yatesville United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 6464 Yatesville Highway, Yatesville, GA 31097 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

---

185.

Plaintiff, Young Harris Memorial United Methodist Church, Inc. is a non-profit corporation organized under the laws of Georgia with a physical location of 973 Prince Avenue, Athens, GA 30606-2725 is a member congregation of the North Georgia Annual Conference of the United Methodist Church.

186.

Defendant The Trustees of the North Georgia Conference of the United Methodist Church, Inc. (hereinafter "Trustees") is a Georgia non-profit corporation with an office and place of doing business in Georgia and may be served through its registered agent for service, Harold Buckley, at its registered office address, Overlook I, Suite 700, 2849 Paces Ferry Road, Atlanta, Cobb County, Georgia 30339.

187.

Defendant The North Georgia Conference of the United Methodist Church, Inc. (hereinafter "Conference") is a Georgia non-profit corporation with an office and place of doing business in Georgia and may be served through its registered agent for service, Harold Buckley, at its registered office address, Overlook I, Suite 700, 2849 Paces Ferry Road, Atlanta, Cobb County, Georgia 30339.

188.

Defendant Sue Hauptert-Johnson is a resident of the State of Virginia, who may be served at 10330 Staples Mill Road, Glen Allen, Virginia 23060 pursuant to the provisions of the Georgia Long Arm Statute, O.C.G.A. §§ 9-10-90 et. seq.

---

189.

Defendant Robin Dease is the currently serving Bishop of the North Georgia Annual Conference of the United Methodist Church, who may be served at her place of business, 1700 Century Circle NE, Atlanta, Georgia 30345.

190.

Defendant Beth Sanders is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

191.

Defendant Douglas Gilreath is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

192.

Defendant Susan G. Landry is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

193.

Defendant Greg Porterfield is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

---

194.

Defendant Michael McQueen is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

195.

Defendant Byron Thomas is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

196.

Defendant Jessica Terrell is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

197.

Defendant Rodrigo Cruz is a resident of the state of Georgia and may be served with summons and process by way of acknowledgement of service through counsel as agreed by the parties.

198.

The United Methodist Church (hereinafter "UMC") is not named as a Defendant herein because it is not a legal body which can sue or be sued.

199.

Jurisdiction is proper in the Superior Court as all relief sought is within the specific authority given to the Superior Court by the Constitution of the State of Georgia and other relevant law.

---

Venue is proper in the Superior Court of Cobb County. As to Defendants Trustees and Conference, venue is proper because their registered agent as listed with the Secretary of State is in Cobb County, at Overlook I, Suite 700, 2849 Paces Ferry Road, Atlanta, Cobb County, Georgia 30339. See O.C.G.A. § 14-2-510, O.C.G.A. § 14-2-1622 (a)(2), and Coastal Transport, Inc. v. Tillery, 270 Ga. App. 135 (2004). As to all other Georgia Defendants, venue is proper in Cobb County because they are joint tortfeasors or joint obligors with the other resident Defendants. Georgia Constitution, Art. 6, §2, ¶ IV. As to Sue Hauptert-Johnson, venue is proper by virtue of the Georgia Long Arm Statute, O.C.G.A. § 9-10-90 et. seq., in that she has herself committed tortious acts within this state, and further has participated in the conspiracy, joint venture, or coordinated effort as alleged hereinbelow, which has been effectuated in the State of Georgia by acts within this State, including acts of Defendant Hauptert-Johnson personally done within this State, and which is intended to have its effect in the State of Georgia. In addition, all Defendants, including Defendants Trustees and Conference, are members of a conspiracy, joint venture or coordinated effort to wrongfully deprive Plaintiffs of their property without due process of law.

#### MATERIAL FACTS

##### Organization of The United Methodist Church

The UMC is a worldwide mainline Protestant denomination. The UMC is not itself incorporated but acts through units organized as hierarchical conferences. The UMC formed in 1968. The highest-level conference, the General Conference, is a global assembly which meets regularly every four years. Annual Conferences, such as the North Georgia Annual Conference,

---

are administrative subdivisions of the UMC, presided over by a bishop and cabinet, and meet annually. Annual Conferences are split into districts, each run by a district superintendent who administers and supervises member local churches within that district. There is a Jurisdictional Conference (larger groupings of annual conferences) which is not implicated in this action and will not be discussed. The UMC also has a “supreme court” called the Judicial Council which issues binding legal rulings regarding conflicts arising within the UMC.

202.

Therefore, the UMC has three “branches” of governance: a legislative or lawmaking branch called the General Conference; an executive branch made up of the episcopacy (bishops), cabinet, and boards and agencies; and a judicial branch called the Judicial Council.

203.

The UMC claims to be the beneficiary of a trust created by the Book of Discipline and allegedly applicable to all the property of all United Methodist churches. The UMC and all Defendants herein also claim that if a congregation of the UMC withdraws from the UMC, other than in the limited circumstances described below, its property becomes the property of the board of trustees of the geographical conference in which it is located. In the case of Plaintiffs, this would be Defendant Trustees.

The UMC Book of Discipline: The Connectional Contract

204.

The UMC Book of Discipline (hereinafter the “BOD”) is the constitution and governing document of the UMC.

205.

The UMC is a connectional denomination.

---

206.

The BOD is the connectional covenant to which all persons or entities within the UMC agree to be bound. Defendants are subject to the terms of this connectional covenant.

207.

The BOD, therefore, constitutes the terms of the shared contract entered by all individuals and entities associated with the UMC. Defendants are subject to the terms of this shared contract.

208.

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

209.

All UMC sub-divisions, clergy, agents, lay members, and local churches covenant to abide by the will of the body as determined at General Conference. All Defendants herein are bound by this covenant.

210.

The BOD is re-published every four years following the meeting of the UMC General Conference. The most recent edition of the BOD was published in 2016.

---



The BOD and Disaffiliation: ¶2553

211.

The UMC General Conference met by special session in 2019 and enacted ¶2553 of the BOD, creating a process for local churches to disaffiliate from the UMC (a true and correct copy of which is attached hereto as Exhibit A). ¶2553 is a 2019 addendum to the 2016 Book of Discipline.

212.

Chapter Six of the UMC BOD, titled “Church Property,” provides the rules for the use and ownership of property within the UMC.

213.

Within Chapter Six, ¶2501 of the BOD provides for local church property to be held in trust “for the benefit of the entire denomination.” ¶2501.2 further provides that:

The trust is and always has been irrevocable, except as provided in the *Discipline*. **Property can be released from the trust**, transferred free of trust or subordinated to the interests of creditors and other third parties only **to the extent authority is given by the *Discipline***. (emphasis added).

214.

Thus, under the UMC’s internal church rules, “Property can be released from the trust [or] transferred free of the trust” “to the extent authority is given by the [Book of] Discipline.”

215.

As to the property of local churches that have elected to disaffiliate pursuant to the 2019 enactment of ¶2553, the Book of Discipline provides that:

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. *Id.* (¶2553 4.c)

---

216.

As contemplated by ¶2501.2, ¶2553 is an instance where the Book of Discipline explicitly provides for an authorized release from the trust clause to allow that “a disaffiliating local church **shall have the right** to retain its . . . property.”

217.

¶2553 is the most recent enactment by the UMC General Conference regarding the trust clause and ownership of local church property.

218.

Petition 90066 to the 2019 General Conference Legislative Committee was an initial draft of the legislation that would eventually be enacted by the 2019 special session of the UMC General Conference as ¶2553.

219.

Petition 90066, as originally drafted, would have provided for oversight of the disaffiliation process by a District Superintendent—requiring the District Superintendent to conduct an inquiry in accordance with ¶2549 of the Discipline and to make a determination as to the “viability” of the disaffiliating local church.

220.

A Minority Report, removing the ¶2549 oversight provision from Petition 90066, was approved and enacted by the 2019 special session of the UMC General Conference as ¶2553. This process is described in the Judicial Council of The United Methodist Church Decision No. 1379, with footnote 3 thereto describing the specific changes proposed by the Minority Report. (A true and correct copy of JCD#1379 is attached as Exhibit B.)

---

221.

No provision of ¶2553, as enacted, requires that a local church be in “good standing” to avail itself of ¶2553 disaffiliation.

222.

There is no provision anywhere in the BOD that either defines the term “good standing” as applied to a local church, or that limits the right of a local church to disaffiliate where that church has been alleged not to be in “good standing.”

223.

The purpose of enacting ¶2553 was to avoid the types of harmful litigation over church property that has ensnared other Christian denominations as ideological splits have occurred within those churches.

224.

¶2553 has been utilized by both traditional and progressive UMC churches to disaffiliate from the UMC.

225.

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

226.

¶2553 sets out certain financial commitments from a local church in order to disaffiliate, as set forth in ¶2553.4(b) (apportionments) & ¶2553.4(d) (pension liabilities).

---

227.

¶2553 expires and member churches may no longer avail themselves of that disaffiliation process if it is not completed by December 31, 2023. Specifically, ¶2553 overtly states that upon its expiration, its provisions “shall not be used after that date.” Moreover, the United Methodist Church website specifically states that when General Conference 2024 meets, ¶2553 will not exist and therefore, it is not possible to “extend” a provision that does not exist. Further, there is no legislation presently before the General Conference to create a new or similar ¶2553. In this regard see,

[https://www.ume.org/en/content/ask-the-umc-is-the-umc-really-part-9?utm\\_source=communication%20essentials&utm\\_medium=email&utm\\_campaign=umcom&utm\\_content=disaffiliation03/01/2023&mkt\\_tok=MDc4LUpYUS02NDMAAAGKPVHRcYsExtLKfvPu-aV70xtuMkdMjtajuritM0VWKyTJyPex0oN54pgzcluoDEeA7HeOySJZUyJg2rvEfV3rYbJLLAO6l23tbjqbjCy5wff](https://www.ume.org/en/content/ask-the-umc-is-the-umc-really-part-9?utm_source=communication%20essentials&utm_medium=email&utm_campaign=umcom&utm_content=disaffiliation03/01/2023&mkt_tok=MDc4LUpYUS02NDMAAAGKPVHRcYsExtLKfvPu-aV70xtuMkdMjtajuritM0VWKyTJyPex0oN54pgzcluoDEeA7HeOySJZUyJg2rvEfV3rYbJLLAO6l23tbjqbjCy5wff)

228.

The UMC Judicial Council has affirmed the constitutionality of ¶2553 and affirmed it as a viable process for UMC local churches. See JCD #1385 and JCD #1401.

#### The ¶2553 Disaffiliation Process

229.

The process commences with a local church, acting through its governing body, requesting the district superintendent to call a church conference of the membership of the local church for the purpose of voting on whether the local church wishes to disaffiliate from the UMC. This church conference is presided over by the district superintendent or an elder designated by the district superintendent.

---

230.

With respect to this local church conference, ¶2553 states it “**shall be conducted** in accordance with ¶248” of the BOD and “**shall be held** within one hundred twenty (120) days after the district superintendent calls for the church conference” (emphasis added).

231.

¶248 makes it clear that there are two ways in which a church conference can be called by the district superintendent. One is at his/her own discretion. The other is when he/she is requested to do so by the pastor, the church governing body, or 10 percent of the professing membership of the local church. In the latter cases, the district superintendent’s duty is purely ministerial and is not subject to his/her discretion.

232.

Therefore, under ¶248, if a local church has requested a church conference, the district superintendent has no discretion to refuse to call one. A copy of ¶248 of the BOD is attached hereto as Exhibit C.

233.

At the local church conference called by the district superintendent, a vote is to be taken as to whether the local church wishes to disaffiliate from the UMC. If two-thirds of the members of the local church present and voting at the duly called church conference vote in favor of disaffiliation, then the conference trustees are directed to negotiate a disaffiliation agreement with the local church trustees and that agreement shall be presented to the annual conference for simple majority vote ratification by the annual conference members during a regular or specially called session of the annual conference.

---

234.

Under ¶2553, the bishops of the UMC, such as Defendants Hauptert-Johnson and Dease, have *no role at all* in the process of disaffiliation.

235.

Under ¶2553, district superintendents have the limited and ministerial role of calling a local church conference to consider disaffiliation when a local church council has requested one, and of presiding over the local church conference or designating another presiding officer.

236.

Under ¶2553, the board of trustees of an annual conference also has a limited role in the disaffiliation process. The role of a conference board of trustees under ¶2553 is to enter into a “binding Disaffiliation Agreement,” which is to contain standard terms specified in ¶2553 (all of which are financial or other non-religious matters), to which a conference board of trustees may add “additional standard terms that are not inconsistent” with the standard terms specified in ¶2553.

237.

No provision of ¶2553 gives the Defendant Trustees the authority to “pause,” stop, or delay the disaffiliation process once that process has been announced and implemented.

238.

No provision of ¶2553 gives the Defendant Conference the authority to “pause,” stop, or delay the disaffiliation process once that process has been announced and implemented.

239.

No provision of ¶2553 gives Defendant Hauptert-Johnson or Defendant Dease the authority to “pause,” stop, or delay the disaffiliation process once that process has been

---

announced and implemented.

240.

No provision of ¶2553 gives Defendants Sanders, Gilreath, Landry, Porterfield, McQueen, Thomas, Terrell, or Cruz the authority to “pause,” stop, or delay the disaffiliation process once that process has been requested by a local church pursuant to ¶2553.

Disaffiliation in North Georgia

241.

At the 2021 North Georgia Annual Conference session, Defendant Conference by and through the Defendant Trustees announced it had created a process for local churches to utilize ¶2553.

242.

Defendant Trustees approved a formal ¶2553 Disaffiliation Agreement and announced that the provisions of the agreement would not be negotiated; in other words, the agreement was final and official. That form agreement does not add to the conditions outlined in ¶2553 that a local church must meet to disaffiliate (*e.g.*, there is no requirement in the Disaffiliation Agreement that a local church be in “good standing” to avail itself of ¶2553). (See Defendant Trustees’ Report dated 4/19/21, attached as Exhibit D).

243.

Defendant Hauptert-Johnson, presiding over the 2021 North Georgia Annual Conference session, specifically found and ruled that theology was not implicated by the principles of ¶2553. The Judicial Council of the UMC upheld Defendant Hauptert-Johnson’s finding on procedural grounds. UMC Judicial Council Decision No. 1422, February 9, 2022, a copy of which is attached hereto as Exhibit E.

---

244.

Acting in reliance upon the above, local churches (including Plaintiffs) engaged in a process of discernment within their local churches to determine whether to disaffiliate.

245.

This process was unique for each church, but typically included the following actions: vote of the administrative council (or governing board) to enter into the discernment process; formation of a factfinding/discernment team to research the issues involved; reporting of findings of the factfinding/discernment team to the administrative council (or governing board); planning and scheduling of town hall meetings with advance notice to the district superintendent and the church membership; preparing for and conducting town hall meetings; attending town hall meetings conducted by the conference representative, bishop, or district superintendent in the local church at the request of the conference representative, bishop, or district superintendent; formal or informal polling of church membership; maintaining records of information provided to the congregation regarding disaffiliation; vote of the administrative council (or governing board) to request the district superintendent call a church conference for the purpose of conducting a disaffiliation vote; and submission of a letter to the district superintendent requesting the church disaffiliation vote.

246.

During the 2022 Annual Conference session, disaffiliation agreements of seventy (70) churches in North Georgia were ratified and these churches disaffiliated from the UMC pursuant to this process and executed the form ¶2553 Disaffiliation Agreement referenced in paragraph 207 above.

---



247.

Plaintiffs continued operating in good faith and in reliance upon the promises made by Defendants that the process announced in the summer of 2021 would continue to be followed for any church desiring to disaffiliate until December 31, 2023.

248.

Plaintiffs continued to pay apportionments to Defendant Conference and engage in other ministry actions supporting the UMC in reliance upon said promises. Individual church members of Plaintiffs remained in the UMC and continued to pay their tithes and offerings in reliance upon promises made by Defendants that the process announced in the summer of 2021 would continue to be followed for any church desiring to disaffiliate until December 31, 2023.

Defendants' Bad Conduct and *Ultra Vires* Scheme to "Run Out the Clock"  
on the Right of Local Churches to Disaffiliate under ¶2553

249.

Defendants, acting wrongfully, in bad faith, and *ultra vires* beyond the limits on their powers, have conspired to deprive Plaintiffs of their valuable property rights created by ¶2553; to wit, the right to vote on withdrawal from the UMC with their property intact.

250.

Defendants have conspired to "run out the clock" on Plaintiffs' ability to utilize ¶2553 by a combination of *ultra vires* actions, fraudulent misrepresentations, and promises which they have failed to keep so that, unless this Court intervenes, Plaintiffs cannot and indeed will not be allowed to fulfill the legislated requirements of ¶2553 in time to meet the sunset date of 12/31/23.

---

251.

Subsequent to the 2021 Annual Conference, Defendants other than Defendant Dease (who at that time was not yet within the North Georgia Conference) continually assured local churches that there was no hurry to request disaffiliation and encouraged local churches, including Plaintiffs, to engage in a period of “discernment.” Said statements were made verbally during public meetings and also in writing. See Exhibit F as a representative sample of such writing.

252.

Despite the above assurances, Defendants have engaged in a pattern of behavior intending to and having the effect of preventing Plaintiffs from using ¶2553 as follows:

a) First, Defendants Trustees and Conference delayed from 2019 to 2021 to implement a process for ¶2553 in North Georgia.

b) Then, after setting a specific process and allowing seventy (70) churches to follow that process to disaffiliation in June of 2022, the second delay was announced stating that no disaffiliation requests would be accepted from June 2022 until January 2023 and no church votes would be allowed to occur until March and April of 2023; thus, a 9-month delay in the process. No reason was given for this delay. See Exhibit F.

c) And then on December 28, 2022, came the announcement of the third delay; this time a total cessation of the process until after General Conference 2024, an additional delay of 16 months and complete elimination of the General Conference legislation. Said joint announcement is attached hereto as Exhibit G. Defendants made no advance effort to address the pretextual reasons given for the “pause,” just immediate accusation, trial and sentencing of all churches without due process and contrary to the Book of Discipline.

---

253.

The latest delay on December 28, 2022, was announced by all Defendants (other than Defendant Dease) as a joint announcement. Said announcement was an *ultra vires* action. None of Defendants have the authority to institute this “pause,” which has the practical effect of eliminating the availability of the ¶2553 process for all North Georgia churches.

254.

Plaintiffs cannot, without discovery herein, know when Defendants began their plan and conspiracy to deprive Plaintiffs of their General Conference legislated ¶2553 right or exactly when each Defendant joined the conspiracy, but the words and actions of Defendants show that the plan began after it became clear that hundreds of churches intended to disaffiliate.

The 23 Million Dollar Misappropriation and Conversion

255.

Since the formation of the UMC in 1968, the North Georgia Annual Conference had been a plan sponsor of a pension benefit for retired clergy. This plan was ultimately administered by a third-party provider, Wespath.

256.

Years ago in 1982, it became apparent the pension plan was underfunded to sustain future projected payments to clergy approaching retirement.

257.

Defendant Conference (acting through its agents) properly implemented a plan to fund the shortfall by way of invoicing local churches monthly. Local churches were invoiced above

---

and beyond their normal apportionment requirements for the purpose of paying the cost of the pension plan benefits and fully funding any underfunding of the plan benefits.

258.

These monthly invoiced payments from local churches were used to fully fund pension benefits and fund a special purpose reserve fund by the Conference.

259.

Part of a local church's ¶2553 financial requirement is to pay that church's share of the Conference future unfunded pension liability as calculated quarterly by Wespath. After passage of ¶2553, the Conference began notifying each local church of its share of the future unfunded pension liability on a quarterly basis.

260.

In mid-2021, an agent of Defendant Conference known as the Conference Board of Pension and Health Benefits (hereinafter CBPHB), reviewed the special reserve fund, which based on then existing market conditions had amassed a surplus of approximately twenty-three million dollars (\$23,000,000.00).

261.

In October 2021, acting on this information, Defendant Conference, through its agents CBPHB and others, deposited the approximate \$23 million dollars with Wespath and designated it for the sole purpose of paying any future unfunded pension liability.

262.

Upon depositing said funds with Wespath, the Conference began posting a credit against the local church ¶2553 future unfunded pension liability for the local church's proportionate share of the designated deposit. This significantly reduced the local church ¶2553 unfunded

---

future pension liability net buy-out amount. This calculation was fully disclosed on the local church portal of the conference web site as a decrease in the local church unfunded pension liability for purposes of the ¶2553 payment.

263.

During the 2022 Annual Conference session, this depositing of funds with Wespath and corresponding ¶2553 payment reduction to local churches was reported and included in the official record. See Exhibit H (page 103 of 2022 Annual Conference Handbook) and partial transcript of the proceedings attached as Exhibit I.

264.

The first seventy (70) churches which disaffiliated in North Georgia at the 2022 Annual Conference session received the benefit of this credit. See Exhibit J.

265.

After the Annual Conference session, in October of 2022, the CBPHB announced it had re-evaluated allowing a credit to the local church ¶2553 pension buy-out amount for the local church share of the designated deposit with Wespath. The CBPHB announced this credit would no longer be allowed. This resulted in the local church ¶2553 future pension buy-out amount increasing significantly at that time.

266.

Rather than allowing disaffiliating churches to benefit from their share of this dedicated reserve, the Conference, through its agent CBPHB, announced it would no longer allow disaffiliating churches the benefit of that credit.



267.

The money in question (originally approximately \$23 million dollars) remains on deposit with Wespath dedicated to future unfunded pension benefit liability and the Conference continues to benefit from the deposit of those funds.

268.

Plaintiffs made payments to the Conference which created said funds deposited with Wespath.

269.

Disallowing Plaintiffs the credit results in each Plaintiff paying their proportionate share of the future liability twice, once when initially paying their share of the reserve fund and again when making the disaffiliation payment.

270.

Disallowing Plaintiffs the credit after allowing the first seventy (70) churches to have the credit creates an unjust disparity of treatment between two sets of churches going through the same process set by the Conference and based on legislated action of the General Conference. Further, because the Conference collected the funds at issue from local churches, including Plaintiffs, for the specific purpose of satisfying unfunded pension liabilities, the Conference's denial of a credit for the payment and its refusal or failure to return the funds to the contributing churches results in a conversion of the local church's pension liability payment.

271.

This scheme unjustly enriches the Conference and deprives the Plaintiffs of equal treatment with earlier disaffiliating churches.

---

272.

The only rationale for disallowing this credit is the desire of the Conference to stuff its coffers with funds from departing churches. This is particularly egregious considering the Conference had net unrestricted assets in excess of \$90 million dollars (\$90,000,000.00) as of December 31, 2021, according to the Conference Committee and Administration report to the 2022 Annual Conference session. See Exhibit K (page 124 of the 2022 Conference Journal).

273.

Defendants have promoted, approved, and attempted to justify this scheme. This scheme constitutes a wrongful misappropriation of funds and constitutes the tort of conversion of Plaintiffs' property rights to the Conference's own use.

COUNT I-BREACH OF CONTRACT AND SPECIFIC PERFORMANCE

274.

The allegations of paragraphs 1 through 238 hereinabove are re-alleged and incorporated herein by reference.

275.

The UMC Book of Discipline is a contract entered into by units of the UMC, including the Plaintiffs and Defendants, and by their actions and their oaths of ministry or membership all parties have agreed to be bound by the provisions thereof as alleged hereinabove.

276.

Under Georgia law, every contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement. This implied duty requires both parties to a contract to perform their promises and provide such cooperation as is required for the other party's performance.

---

277.

Defendants have breached the contract, specifically the provisions of ¶2553, the process Defendants themselves established for disaffiliation, and the implied duty of good faith and fair dealing by enacting the illegal “pause” in the disaffiliation process.

278.

Plaintiffs do not have an adequate remedy at law for Defendants’ breach. Should Defendants be allowed to run out the clock, Plaintiffs would be irreparably harmed by being deprived forever of a valuable property right, i.e., the right to disaffiliate pursuant to ¶2553. Therefore, Plaintiffs are entitled to specific performance.

279.

Alternatively, Plaintiffs are entitled to damages as determined by a fair and impartial jury.

COUNT II- PROMISSORY ESTOPPEL

280.

The allegations of Paragraphs 1 through 279 hereinabove are re-alleged and incorporated herein by reference.

281.

In the alternative, should a contract not be enforceable as alleged, Plaintiffs show Defendants should be prevented from enacting this “pause” pursuant to the doctrine of promissory estoppel.

282.

Defendants made promises to Plaintiffs by virtue of the process created in 2021 for disaffiliation, acted upon by 70 churches in 2022, promising Plaintiffs that Defendants would allow for any local church desiring disaffiliation the opportunity to do so.

---



283.

Plaintiffs reasonably relied upon said promises to their detriment as alleged above.

284.

Injustice can only be avoided by enforcing Defendants' promises to Plaintiffs.

285.

Plaintiffs are entitled to injunctive relief and damages resulting from Defendants' conduct.

COUNT III – UNJUST ENRICHMENT / QUANTUM MERUIT /  
MONEY HAD AND RECEIVED

286.

The allegations of Paragraphs 1 through 285 hereinabove are re-alleged and incorporated herein by reference.

287.

“The concept of unjust enrichment in law is premised upon the principle that a party cannot induce, accept, or encourage another to furnish or render something of value to such party and avoid payment for the value received; otherwise, the party has been unjustly enriched at the expense of another and, in fairness and good conscience, must reimburse the other to the extent of the value conferred.” Reidling v. Holcomb, 225 Ga. App. 229, 232 (1997).

288.

“An action for money had and received is founded upon the equitable principle that no one ought unjustly to enrich himself at the expense of another, and is maintainable in all cases where one has received money under such circumstances that in equity and good conscience, he ought not to retain it, and *ex aequo et bono* it belongs to another.” Jasper School Dist. v. Gormley, 184 Ga. 756 (1937).

---

289.

Pursuant to O.C.G.A. § 9-2-7, “when one renders service or transfers property which is valuable to another, which the latter accepts, a promise is implied to pay the reasonable value thereof.”

290.

As alternative relief, based upon the facts alleged above, Plaintiffs seek damages against Defendants for unjust enrichment, quantum meruit and money had and received for the value of all property paid, delivered, or held by Defendants attributable to Plaintiffs, as determined by a jury.

COUNT IV – CONVERSION

291.

The allegations of Paragraphs 1 through 290 hereinabove are re-alleged and incorporated herein by reference.

292.

“Conversion consists of an unauthorized assumption and exercise of the right of ownership over personal property belonging to another, in hostility to his rights; an act of dominion over the personal property of another inconsistent with his rights; or an unauthorized appropriation. . . . Any distinct act of dominion wrongfully asserted over another's property in denial of his right, or inconsistent with it, is a conversion.” Decatur Auto Ctr., Inc. v. Wachovia Bank, N.A., 276 Ga. 817, 819 (2003).

293.

Plaintiffs show that should the Conference disallow the credit to Plaintiffs relating to the pension reserve deposited with Wespath addressed hereinabove, the same would result in a

---

misappropriation and conversion of funds as specified hereinabove.

294.

Plaintiffs seek damages from Defendant Conference accordingly in an amount to be determined at trial.

COUNT V – BREACH OF FIDUCIARY DUTY

295.

The allegations of Paragraphs 1 through 294 hereinabove are re-alleged and incorporated herein by reference.

296.

Fiduciary duties are those imposed by law between parties in “confidential relationships.”

297.

Confidential relationships are defined by O.C.G.A. § 23-2-58: “[a]ny relationship shall be deemed confidential, whether arising from nature, created by law, or resulting from contracts, where one party is so situated as to exercise a controlling influence over the will, conduct, and interest of another or where, from a similar relationship of mutual confidence, the law requires the utmost good faith, such as the relationship between partners; principal and agent; guardian or conservator and minor or ward; personal representative or temporary administrator and heir, legatee, devisee, or beneficiary; trustee and beneficiary; and similar fiduciary relationships.”

298.

Plaintiffs are member-churches of the North Georgia Conference—of which the Defendants are officers, directors and/or agents. As such, Georgia law and the Book of Discipline, as the charter of The United Methodist Church, impose fiduciary duties upon the Defendants toward Plaintiffs.

---

299.

By virtue of the Trustees' positions as directors of the North Georgia Conference, and the Bishop and District Superintendent's positions as officers of the North Georgia Conference, Defendants owed a fiduciary duty not to act to the exclusion of, or detriment to Plaintiffs, or to deprive the local churches of the rights conferred upon member churches via ¶2553.

300.

Defendants' fiduciary duty to Plaintiffs include ensuring Plaintiffs receive the benefit of any right or privilege granted them by the General Conference through the BOD. Particular to this litigation, Defendants owe a fiduciary duty to Plaintiffs to allow them the opportunity to use ¶2553 of the BOD to ascertain the wishes of their memberships as to disaffiliation, and to comply with all other requirements of ¶2553 before December 31, 2023.

301.

*Ultra vires* acts that are outside the scope of the powers, jurisdiction, or authority of a person, office, or entity—such as an act by a corporation beyond the powers conferred in its corporate charter, or an act by an agent beyond the scope of the agency—are either void or voidable and subject to direct claim for breach of fiduciary duty by members to whom a fiduciary duty is owed.

302.

Defendants have breached their fiduciary duty to Plaintiffs as alleged above, and particularly in the *ultra vires* act of instituting the present “pause.” Plaintiffs are entitled to injunctive relief as a result.

---

303.

In the alternative, Plaintiffs are entitled to an award of damages from Defendants.

COUNT VI – FRAUDULENT CONSPIRACY

304.

The allegations of Paragraphs 1 through 303 hereinabove are re-alleged and incorporated herein by reference.

305.

Defendants other than Defendant Dease have made fraudulent statements either directly to Plaintiffs or intended to reach Plaintiffs.

306.

At the time of making these statements, Defendants other than Dease knew that the statements were false, and the statements were made with the malicious intent that Plaintiffs should rely on the statements to their detriment.

307.

Plaintiffs have reasonably relied on the fraudulent statements so made by all Defendants other than Defendant Dease, to their damage and detriment.

308.

All Defendants are participants in a conspiracy to deprive Plaintiffs of a valuable property right, that is, the right to pursue the legislatively approved disaffiliation process created by ¶2553 of the BOD and in turn to protect real and personal property occupied and in use by the Plaintiffs.

309.

The deprivation of Plaintiffs' valuable property right is an unlawful and *ultra vires* act accomplished by the acts taken by Defendants in furtherance of their shared conspiracy.

---

310.

All Defendants are liable for the acts of each other in furtherance of the conspiracy, including all the acts of each Defendant as alleged hereinabove.

311.

For Defendants' actions in furtherance of the conspiracy, Plaintiffs are also entitled to such damages as the evidence shall show.

COUNT VII- DECLARATORY JUDGMENT FOR  
REFORMATION OF TRUST PURSUANT TO THE DOCTRINE OF *CY PRES*

312.

The allegations of Paragraphs 1 through 311 hereinabove are re-alleged and incorporated herein by reference.

313.

Plaintiffs' membership overwhelmingly desires to disaffiliate from the UMC.

314.

Plaintiffs have endeavored to resolve this dispute over ownership of their property by following the process employing neutral principles of law which was established by the General Conference.

315.

As alleged in all preceding counts, Defendants have conspired to deprive Plaintiffs of the valuable property right of disaffiliation, the right to withdraw from the UMC with their property free and clear of any alleged trust in favor of any entity or body constituting a part of the UMC, including Defendant North Georgia Conference Board of Trustees.

---

316.

Speaking specifically of “title to all property now owned or hereafter acquired by a local church” [such as Plaintiffs], the Book of Discipline states that such property “shall be held by and/or conveyed and transferred to its [the local church’s] duly elected trustees, their successors and assigns, in trust for the use and benefit of such local church and of The United Methodist Church.” Book of Discipline, Paragraph 2536.

317.

If a trust exists as to Plaintiffs’ property which is dependent for its terms on the Book of Discipline, then it is a charitable trust which has become impossible to be executed in the manner provided by the Book of Discipline.

318.

If a trust exists which is governed by the Book of Discipline, and if this Court does not grant the equitable relief Plaintiffs have prayed for based on the foregoing counts, then it will be impossible for the trustees of Plaintiffs to execute the trust because the interests of the two named beneficiaries according to the Book of Discipline, these being the “local church” on the one hand and the “United Methodist Church” on the other hand, will be in direct conflict, and there is no means to reconcile the conflict.

319.

Therefore, this Court should apply the doctrine of *cy pres* as expressed in O.C.G.A. § 53-12-172, and as it exists in Georgia at common law, to reform the trust to conform it as nearly as possible to effectuate the intention of the settlor or donor.

---

320.

The intent of the donors of Plaintiffs' property has always been primarily to benefit the local church congregation of Plaintiffs, which Plaintiffs will show by appropriate evidence at trial herein.

321.

In such case, if Plaintiffs are denied the right to disaffiliate from the United Methodist Church with Plaintiffs' property, this Court should accordingly, and pursuant to its power to reform a trust *cy pres*, reform the trust so as to remove The United Methodist Church as a beneficiary and enter a declaratory judgment that the Trustees hold the property solely for the use and benefit of Plaintiffs to the exclusion of The United Methodist Church, the North Georgia Conference of the United Methodist Church, the Board of Trustees of the North Georgia Conference of the United Methodist Church, or any other agency or creation of The United Methodist Church.

COUNT VIII – ATTORNEY FEES AND LITIGATION EXPENSES

322.

The allegations of Paragraphs 1 through 321 hereinabove are re-alleged and incorporated herein by reference.

323.

Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiffs unnecessary trouble and expense.

324.

By engaging in the wrongful conduct described above, Defendants have demonstrated the requisite bad faith for recovery of litigation expenses, including attorney's fees and costs

---



pursuant to O.C.G.A. § 13-6-11.

COUNT IX – PUNITIVE DAMAGES

325.

The allegations of Paragraphs 1 through 324 hereinabove are re-alleged and incorporated herein by reference.

326.

In acting as alleged hereinabove, Defendants committed willful misconduct and have acted with malice, fraud, oppression and the entire want of care which would raise the presumption of conscious indifference to consequences, such that Plaintiffs are entitled to recover punitive damages pursuant to O.C.G.A. § 51-12-5.1 on all counts alleged hereinbelow which incorporate this paragraph.

COUNT X – INTERLOCUTORY AND PERMANENT INJUNCTION

327.

The allegations of Paragraphs 1 through 326 hereinabove are re-alleged and incorporated herein by reference.

328.

Plaintiffs show in accordance with the Motion for Interlocutory Injunction filed contemporaneously herewith and pursuant to O.C.G.A. § 9-11-65 that Plaintiffs will suffer irreparable harm unless the Court intervenes immediately, and they are otherwise entitled to the relief of an interlocutory and permanent injunction against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

- a) That summons issue and process be served upon Defendants as provided by law;



- b) A trial by jury of all issues so triable;
  - c) That the Court issue an interlocutory and permanent injunction as set forth in the accompanying Motion for Interlocutory and Permanent Injunction;
  - d) A declaratory judgment establishing that Defendant Trustees hold the property of Plaintiffs, both real and personal, upon no trust other than one for the benefit of Plaintiffs and specifically declaring that no other body, including The United Methodist Church, the North Georgia Conference of the United Methodist Church, or the Board of Trustees of the United Methodist Church, has any equitable or trust interest in such property;
  - e) Reformation of any trust upon the real and personal property of Plaintiffs so as to establish and declare that the Trustees of Plaintiffs hold such property only for the benefit of Plaintiffs and not for the benefit of any other body, and specifically declaring that no other body, including The United Methodist Church, the North Georgia Conference of the United Methodist Church, or the Board of Trustees of the North Georgia Conference of the United Methodist Church, has any equitable or trust interest in such property;
  - f) Judgment against all Defendants as pled hereinabove;
  - g) Compensatory damages as a jury may find to be just, including nominal or general damages as may be applicable upon the evidence;
  - h) Attorney fees and expenses of litigation as authorized by O.C.G.A. § 13-6-11;
  - i) Punitive damages pursuant to O.C.G.A. § 51-12-5.1 in such amount as a jury in its enlightened conscience may award; and
  - j) Any such other and further relief as the Court may determine to be just and proper.
-

Respectfully submitted, this 30th day of March, 2023.

/s/ Daniel L. Parr, Sr.

**Daniel L. Parr, Sr.**

Attorney for Plaintiffs

GA Bar No.: 564654

Weaver Law Firm

P.O. Box 414

Gainesville, GA 30503

[dan@weaverlawfirmga.com](mailto:dan@weaverlawfirmga.com)

770-503-1582 (telephone)

/s/ David C. Gibbs, III

**David C. Gibbs, III**

Attorney for Plaintiffs

National Center For Life & Liberty

13790 Roosevelt Blvd, Suite A

Clearwater, FL 33762

(727) 362-3700

[dgibbs@gibbsfirm.com](mailto:dgibbs@gibbsfirm.com)

[lwest@ncll.org](mailto:lwest@ncll.org)

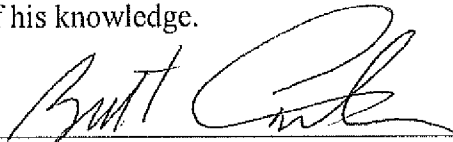
*\*Pro Hac Vice Motion*

---

STATE OF GEORGIA

**VERIFICATION**

Personally appeared before the undersigned officer authorized by law to administer oaths, **Brett Carter**, who does depose and say that the facts contained in the foregoing pleading are true and correct to the best of his knowledge.

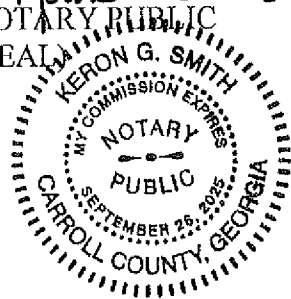
X   
Brett Carter  
Chair, Administrative Council  
Carrollton First United Methodist Church, Inc.

Sworn to and subscribed before me this

27th day March, 2023.



NOTARY PUBLIC  
(SEAL)



¶ 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.

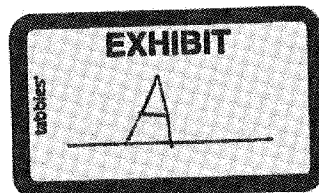
2. *Time Limits*--The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of ¶ 2553 expire on December 31, 2023 and shall 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.



- 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.

SUBJECT TO FINAL EDITING

## JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

### DECISION NO. 1379

IN RE: Petition for Declaratory Decision from the Council of Bishops regarding the constitutionality, meaning, application, and effect of Petition 90066 as amended.

#### DIGEST OF CASE

Paragraph 41 of the Constitution governs the narrowly defined circumstance of a local church transferring from one annual conference to another but does not apply to a local church seeking to exit The United Methodist Church. Under ¶ 33 of the Constitution, the annual conference as the basic body in the Church has the reserved right to make final decisions regarding the disaffiliation of local churches within its boundaries.

Any legislation of the General Conference permitting the “gracious exit” of a local church must require at a minimum that (1) the disaffiliation resolution be approved by a two-thirds majority of the professing members of the local church present and voting at the church conference, (2) the terms and conditions, including effective date, of the agreement between the annual conference and the exiting local church be established by the conference board of trustees in accordance with applicable church law and civil laws, and (3) the disaffiliation agreement be ratified by a simple majority of the members of the annual conference present and voting.

When taken together with the consent of the annual conference pursuant to ¶ 2529.1(b)(3), Petition 90066 as amended meets all three requirements and is constitutional and provides a means for the disaffiliation of a local church.

Our ruling with respect to the disaffiliation of a local church in JCD 1377 is modified.

#### STATEMENT OF FACTS

Acting as Legislative Committee, on February 25, 2019, the delegates to the 2019 Special General Conference amended and reported out Petition 90066, also known as the Taylor Disaffiliation Plan.<sup>1</sup> Subsequently, the committee passed a motion requesting the Judicial Council to determine the constitutionality of the Traditional Plan [hereinafter TP], including Petitions 90066 and 90059 (Boyette Disaffiliation Plan).<sup>2</sup> The following day, we rendered a

<sup>1</sup> See Daily Christian Advocate [hereinafter DCA], Vol. 2, No. 5 (February 26, 2019), pp. 440-445. Petition 90066 as originally submitted is printed in the Daily Christian Advocate, Vol. 1 [hereinafter ADCA], pp. 205-206.

<sup>2</sup> See DCA, Vol. 2, No. 5 (February 27, 2019), p. 467. The motion passed 437 to 371. The maker of the motion mistakenly invoked ¶ 2610 as the basis for the request. See *id.* at 464. That paragraph applies to acts of the General Conference, *not* a legislative committee. At the time the motion was made, the delegates acted as a *legislative committee*. The correct provision would have been ¶ 2609.4, which mandates that the “Judicial Council shall hear and determine the legality of any action taken by any body created or authorized by the General Conference... upon appeal by one-third of the members thereof...” Addressing the question whether a legislative committee was authorized to request a declaratory decision from the Judicial Council, the legislative chair cited JCD 1318 and 887 and answered it in the affirmative. See *id.* at 447. In JCD 1318, the Judicial Council accepted jurisdiction under ¶ 2609.4 for a request from the Judicial Administration Legislative Committee. In JCD 887, the Council did likewise but without citing the authority for jurisdiction.



declaratory decision, ruling both disaffiliation plans to be in violation of ¶¶ 33 and 41, therefore, unconstitutional. JCD 1377 at 3-4.

On February 26, during plenary session, the *Minority Report on Disaffiliation* was substituted for the majority report by a vote of 402 to 400.<sup>3</sup> In adopting the minority report, the General Conference enacted a new ¶ 2553, which reads:

¶ 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

---

<sup>3</sup> See DCA, Vol. 2, No. 5 (February 27, 2019), p. 521. Listed as Calendar Item 19, the minority report reads (in relevant part):

**Minority Report**

Adopt Petition #90066 (ADCA, p. 205) with the following changes:

1. Delete what is printed as section 2553.3 in its entirety
2. In the section listed as section 2553.5, first sentence, replace “the resident bishop” with “the board of trustees”
3. Delete the first sentence section 2553.5g
4. Change the final sentence section 2553.5g, by replacing it with the following: “Payment shall occur prior to the effective date of departure.”
5. Delete the entirety of what is printed as sub-section 2553.5c, and re-number the rest accordingly.

DCA, Vol. 2, No. 2 (February 24, 2019), p. 386 (with editorial changes as noted in DCA, Vol. 2, No. 5 [February 27, 2019], p. 516). See also 2019 General Conference Legislation Tracking posted online at <http://www.umc.org/who-we-are/2019-general-conference-legislation-tracking>.



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.

On March 6, 2019, the Council of Bishops [hereinafter Petitioner] filed a request for declaratory decision as to the constitutionality, meaning, application, and effect of Petition 90066 as amended.

Petitioner and Beth Ann Cook filed briefs as interested parties. In addition, Lonnie Brooks, Warren Light, John Lomperis, and Thomas Starnes wrote separate briefs as *amici curiae*.

### JURISDICTION

The Judicial Council has jurisdiction pursuant to ¶¶ 2609.1 and 2610.1 of *The Book of Discipline 2016* [hereinafter *The Discipline*]. The Petitioner has standing to request a declaratory decision pursuant to ¶¶ 2609.1 and 2610.2(b) of *The Discipline*.

### ANALYSIS AND RATIONALE

In JCD 1377, we held that the *pre*-minority-report version of Petition 90066 violated ¶ 33 because, “[b]y sidestepping the mandatory annual conference ratification, the proposed legislation infringes upon ‘such other rights [of the annual conference] as have not been delegated to the General Conference under the Constitution.’” JCD 1377 at 4 (quoting JCD 1366 at 45 and Constitution, ¶ 33). Our analysis was based in part on JCD 1366 in which we applied ¶ 41 and ruled a similar provision in the TP unconstitutional on the grounds that the “proposed legislation improperly substitutes the 55-percent majority for the two-thirds supermajority requirement” and “completely omits the annual conference as the body ratifying any local church vote to change affiliation.” JCD 1366 at 45.

Since then, supporters and opponents of the TP alike have argued convincingly that ¶ 41 does not apply to a disaffiliating local church because this provision governs, as the heading says, the narrowly defined circumstance of “Transfer of Local Churches,” or in constitutional terms, a “local church [requesting to] be transferred from one annual conference to another in which it is geographically located.”<sup>4</sup> Constitution, ¶ 41.1. We agree. Consequently, we determine that ¶ 41 is inapplicable when a local church seeks to exit The United Methodist Church.

However, under the principle of enumerated powers, “all matters distinctly connectional,” over which the General Conference has full legislative power, must be expressly listed in the Constitution.<sup>5</sup> Constitution, ¶ 16. Since the disaffiliation of local churches is *not*

---

<sup>4</sup> See Opening Brief of Beth Ann Cook, p. 5 (“...however, ¶ 41, by its very terms, is only applicable to the transfer of a local church from one annual conference to another annual conference in The United Methodist Church and does not provide for a ‘mandatory annual conference ratification’ in all situations of a local church changing its affiliation with The United Methodist Church.”); Opening Brief of John Lomperis, p. 5 (“...the plain-sense language of ¶41 is that, in the Constitution’s own words, it only applies to situations in which a congregation seeks to ‘transfer from one annual conference to another [i.e., another UMC annual conference] in which it is geographically located,’ and that nothing in the actual language of ¶41 indicates that it is intended to address congregations leaving The United Methodist Church altogether.”); Opening Brief of Thomas Starnes, p. 8 (“Specifically, we do not believe the Constitution requires annual conference approval by a two-thirds majority vote in the circumstances contemplated by Petition 90066 and similar “disaffiliation” petitions. By its terms, Constitution ¶ 41 expressly applies only to a transfer of a local church from one UMC annual conference to another UMC annual conference. In that particular circumstance, the Constitution not only requires the approval of both annual conferences, but requires supermajorities to approve the transfer at both the church conference and annual conference level.”).

<sup>5</sup> See JCD 5 (Interim Judicial Council): “The powers of a General Conference are enumerated in Paragraph 15 [now ¶ 16] (Art. IV, Division One, Part I) of the Constitution.” [emphasis added].

mentioned among the enumerated powers of the General Conference, this subject matter has “not been delegated to the General Conference under the Constitution,” and, therefore, the final decision concerning exiting local churches belongs to the annual conference as part of its “reserved rights.” Constitution, ¶ 33.

In light of the foregoing conclusions, the parts of our ruling in JCD 1377 that address the question of local church disaffiliation are hereby modified. Any legislation of the General Conference permitting the “gracious exit” of a local church must have the following minimum requirements:

- (1) Approval of the disaffiliation resolution by a two-thirds majority of the professing members of the local church present and voting at the church conference.
- (2) Establishment of the terms and conditions, including effective date, of the disaffiliation agreement between the annual conference and the exiting local church by the conference board of trustees in accordance with applicable Church law and civil laws.
- (3) Ratification of the disaffiliation agreement by a simple majority of the members of the annual conference present and voting.

Upon examination of the *post*-minority-report language, we find that ¶ 2553 satisfies the first two conditions. The legislation lacks a provision stating that the disaffiliation agreement is subject to ratification by the annual conference. Although the board of trustees, cabinet, and other conference officials are mandated to participate in the decision-making process under ¶ 2553.4, their role “in facilitating the change of affiliation...is not sufficient to make up for the annual conference’s involvement.” JCD 1366 at 45. As we recently ruled in JCD 1371, the decision of the board of trustees, though important and necessary, cannot be a substitute for the action of the annual conference. “The Annual Conference is to maintain its role in decision-making.” *Id.* at 3.

As a stand-alone piece of legislation, Petition 90066 falls short of the third requirement. However, its constitutionality, meaning, application, and effect should not be determined in isolation. If upheld, this legislation will be codified as ¶ 2553 in *The Discipline* and must be construed in relation to other pertinent disciplinary paragraphs. Fortunately, there is a provision elsewhere in *The Discipline*, which supplies the missing requirement. Paragraph 2529, placed under “Section VI. Local Church Property” and entitled “*Charge Conference Authority*,” which provides, in § 1(b)(3):

- b) Regardless of whether the charge conference elects to incorporate the local church, the local church:
  - (3) cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference. [emphasis added]

Although the previous sub-sections pertain to the powers and duties of the charge conference, § 1(b)(3) places a restriction on the local church as a whole but also, by extension, the *church conference* because the latter is integral part of the former. *The Discipline*, ¶ 248.<sup>6</sup> Here is the ingredient found to be missing in JCD 1377, which was already in *The Discipline*. Under ¶ 2529.1(b)(3), the church conference cannot resolve to sever its ties with The United Methodist Church “without the consent of the annual conference.” As a policy, the prohibition of exit

---

<sup>6</sup> Entitled “*Church Conference*,” ¶ 248 states:

To encourage broader participation by members of the church, the charge conference may be convened as the church conference, extending the vote to all professing members of the local church present at such meetings [emphasis added].

without annual conference consent is closely related to ¶ 2553, which sets forth the process for congregations deciding to leave the denomination. Even though ¶ 2553 contains no reference to ¶ 2529.1(b)(3), it is indisputable that both provisions regulate the same subject matter, namely the disaffiliation of local churches, and, thus, should be read together. Paragraph 2529.1(b)(3) does not say whether the consent must be obtained *before* or *after* the church conference action, nor does it indicate the majority (*simple* or *supermajority*) required for the annual conference action. Absent specific language to the contrary, this provision can reasonably be construed as requiring ratification (*i.e.* consent after) by simple majority of the members of an annual conference.<sup>7</sup>

Save for ¶ 2529.1(b)(3), the legislation under review would fall short of the third requirement and run afoul of the Constitution. “When reviewing legislation for constitutionality, we defer to the legislative authority of the General Conference. In reviewing acts of the General Conference for constitutionality, our first inclination is to save legislation, if at all possible, and not destroy.” JCD 1210. In deference to the legislative branch, we reluctantly declare amended Petition 90066 constitutional but stress at the same time that the General Conference bears the responsibility to legislatively address the deficiency identified in ¶ 2553.

### RULING

Paragraph 41 of the Constitution governs the narrowly defined circumstance of a local church transferring from one annual conference to another but does not apply to a local church seeking to exit The United Methodist Church. Under ¶ 33 of the Constitution, the annual conference as the basic body in the Church has the reserved right to make final decisions regarding the disaffiliation of local churches within its boundaries.

Any legislation of the General Conference permitting the “gracious exit” of a local church must require at a minimum that (1) the disaffiliation resolution be approved by a two-thirds majority of the professing members of the local church present and voting at the church conference, (2) the terms and conditions, including effective date, of the agreement between the annual conference and the exiting local church be established by the conference board of trustees in accordance with applicable church law and civil laws, and (3) the disaffiliation agreement be ratified by a simple majority of the members of the annual conference present and voting.

When taken together with the consent of the annual conference pursuant to ¶ 2529.1(b)(3), Petition 90066 as amended meets all three requirements and is constitutional and provides a means for the disaffiliation of a local church.

Our ruling with respect to the disaffiliation of a local church in JCD 1377 is modified.

April 25, 2019

---

<sup>7</sup> To construe ¶ 2529.1(b)(3) as requiring consent by the annual conference *prior* to the church conference action would be inconsistent with ¶ 2553.4, which stipulates that the terms and conditions of the disaffiliation agreement be established by the board of trustees *after* “the church conference votes to disaffiliate from The United Methodist Church.” As a matter of law and practicality, until a church conference passes the disaffiliation resolution and the board of trustees approves the terms and conditions, there is nothing for the annual conference to consent to.

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

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

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

20. The charge conference shall promote awareness of and concurrence with the Doctrinal Standards and General Rules of The United Methodist Church, and with policies relative to Socially Responsible Investments (¶ 717), the Social Principles (¶¶ 160-166), and *The Book of Resolutions of The United Methodist Church*.

21. If any charge conference initiates, joins, monitors, or terminates a boycott, the guidelines in *The Book of Resolutions, 2012*, should be followed. The General Conference is the only body that can initiate, empower, or join a boycott in the name of The United Methodist Church.

22. When authorized by the district superintendent and the district board of church location and building, the charge conference may provide for the sponsoring of satellite congregations.

23. The charge conference shall have such other duties and responsibilities as the General, jurisdictional, or annual conference may duly commit to it.

¶ 248. *The Church Conference*—To encourage broader participation by members of the church, the charge conference may be convened as the church conference, extending the vote to all professing members of the local church present at such meetings. The church conference shall be authorized by the district superinten-

EXHIBIT

C

dent. It may be called at the discretion of the district superintendent or following a written request to the district superintendent by one of the following: the pastor, the church council, or 10 percent of the professing membership of the local church. In any case a copy of the request shall be given to the pastor. Additional regulations governing the call and conduct of the charge conference as set forth in ¶¶ 246-247 shall apply also to the church conference. A joint church conference for two or more churches may be held at the same time and place as the district superintendent may determine. A church conference shall be conducted in the language of the majority with adequate provision being made for translation. (For church local conference see ¶ 2527.)

¶ 249. *Election of Leaders*—The charge conference, or church conference authorized by the district superintendent, shall elect upon recommendation by the committee on nominations and leadership development of each local church on the pastoral charge, or by nomination from the floor and by vote of each such local church, at least the following leaders for the four basic responsibilities (¶ 244):

1. Chairperson of the church council.
2. The committee on nominations and leadership development.
3. The committee on pastor-parish relations and its chairperson.
4. A chairperson and additional members of the committee on finance; the financial secretary and the church treasurer(s) if not paid employees of the local church; and the trustees as provided in ¶¶ 2526-2528, unless otherwise required by state law.
5. The lay member(s) of the annual conference and lay leader(s).
6. A recording secretary (see ¶ 247.4).
7. Special attention shall be given to the inclusion of women, men, youth, young adults, persons over sixty-five years of age, persons with disabilities, and racial and ethnic persons.
8. All local church offices and all chairs of organizations within the local church may be shared between two persons, with the following exceptions: trustee, officers of the board of trustees, treasurer, lay member of annual conference, member and chairperson of the committee on staff- or pastor-parish relations. When two persons jointly hold a position that entails membership on the church council, both may be members of it.

1 **Trustees of the North Georgia Conference of the UMC, Inc.**

2  
3 **205. a. The Trustees of the North Georgia Conference**  
4 **of the United Methodist Church, Inc. Report 4/19/21**

5  
6 The Conference Board of Trustees (CBOT) provides oversight of properties and other assets  
7 that are entrusted to us for the benefit of the Annual Conference in accordance with *The*  
8 *Discipline* of our church. We practice transparency and accountability in all ways possible as  
9 we oversee and support various initiatives and programs through judicious use of assets and  
10 report these to the Annual Conference (AC) and the AC leadership.

11 Norton Commercial continues to serve as the real estate agent of the AC through  
12 CBOT. This relationship was begun at the direction of the 2017 AC. While the relationship is  
13 only 4 years old, Norton's competence and expertise in evaluating, selling, and overseeing  
14 properties have proven to be very beneficial. As of March 1, 2021, Norton has facilitated the  
15 sale of 49 properties since July 1, 2017 (total sale value of \$20,925,601). We have 6 listed  
16 properties for sale with an aggregate "Broker's Opinion of Value" (BOV) of \$1,634,000. In  
17 addition, 3 properties are currently under contract with an aggregate contract value of  
18 \$2,252,000.

19 The Trustees continue the oversight of the Wesley Campership Fund. Due to the  
20 Covid-19 pandemic, camp operations were suspended for the summer, 2020, so no  
21 camperships were supported. North Georgia Camp and Retreat Ministries, Inc. (NGCRM)  
22 plans on having summer camp on a reduced capacity in summer, 2021. In recent years  
23 NGCRM Board of Directors does not have the ability to spend all that is generated by this  
24 fund for scholarships. They believe that funds for scholarships for underprivileged children  
25 are the easiest funds to raise from churches and individuals. The greater need is for capital  
26 expenditures in order to provide excellence in facilities and experiences. The greater need is  
27 for a \$10M capital endowment. As of March 4, 2021, the Wesley Campership Fund was  
28 \$2,972,044. At the recommendation of the NGCRM, CBOT recommends that the AC allow  
29 NGCRM to reallocate the Wesley Campership Fund from use as camperships to become part  
30 of the NGCRM capital endowment. This request will automatically be reviewed in 5 years  
31 and may be renewed after review.

32 A Relocation Committee for conference offices began working with an  
33 architect/planner, Jim Winer, to counsel the CBOT for a permanent location of the future UM  
34 Center. Our current UM Center lease terminates in March 2023. Given the uncertainty of the  
35 future shape and size of our AC, there is no report at this time.

36 The 2020 AC approved the recommendation of the CBOT for the formation of a  
37 committee to fairly and equitably begin to use the Barnes Fund for ministry. This Committee  
38 began its work as the Barnes Evaluation and Administration Team (BEAT) under the  
39 leadership of Steven Usry. The CBOT developed a spending policy for the Barnes Fund to be  
40 used by the BEAT to invest in ministry for the AC. BEAT will report to CBOT and CFA the  
41 usage of funds provided through the Barnes Fund.

42 The trustees continue to provide oversight of the E.R. Park Medical Mission Fund  
43 and the Louise D. Park Eye Fund. The E.R. Park Medical Mission Fund can be accessed  
44 through the Conference Director of Administrative Services. While both funds are  
45 underutilized, the Park Eye Fund has been particularly underutilized. The expectation of the  
46



1 Park Eye Fund as stipulated in Mrs. Parks will is to identify patients “in definite need of  
2 financial assistance in order to secure the indicated treatment of the disorder of the eye or  
3 eyes which would result in blindness if such treatment were not otherwise available.”

4 At the 2019 AC, we reported entering a relationship with the Emory Eye Center.  
5 Through 2/25/21, donations of \$475,214 have been made from the Park Eye Fund. Of that  
6 \$224,050 has been used for completed surgeries and contact lenses.

7 The 2020 pandemic halted anticipated surgeries but another \$366,150 has been  
8 identified as anticipated surgeries and contact lenses for children and young adults.  
9 Contributions through the CBOT on behalf of the AC have been made to the Emory Eye  
10 Center for Crosslinking for children under 17 years old and young adults. Crosslinking is a  
11 newly approved procedure that prevents blindness, particularly in children. As of 2/25/21, 24  
12 children under 18, 10 young adults between 18-21 and 12 adults between 22-33 have  
13 received or will receive treatment through the Park Eye Fund.

14 Also, an additional 12 persons have benefited from donations for 19 Glaucoma  
15 prescriptions from the Park Eye Fund from 9/1/20-12/31/20. The Park Eye Fund currently  
16 has an accumulated balance of \$867,405 on 1/1/2020 to \$576,587 as of 12/31/2020, even  
17 with the \$170,000 going to Emory Eye Center.

18 The 2019 General Conference produced legislation regarding disaffiliation of a local  
19 church from the Annual Conference. CBOT has discussed the role assigned to the trustees  
20 under that legislation and has adopted both a disaffiliation process and a standard form  
21 agreement for local churches in keeping with the terms of Section 2553 of the  
22 Discipline. The trustee’s “Disaffiliation Agreement pursuant to paragraph 2553” and “Steps  
23 of disaffiliation process under par. 2553” are attached to this report. If any local churches  
24 choose to invoke this process in the coming year, those disaffiliation agreements will be  
25 presented to the 2022 annual conference for final approval.

26 Thank you for the trust you have placed with us as we strive to be good stewards of a  
27 portion of our Conference’s resources.

28 CBOT Recommendation to the Annual Conference:

- 29 1. Allow NGCRM to reallocate the Wesley Campership Fund from use as camperships  
30 to become part of the NGCRM capital endowment.  
31

32 On behalf of your conference trustees, I want to say thank you for your support of our  
33 Annual Conference and to thank each member of the trustees for their service.  
34

35 John Simmons, Chair  
36  
37  
38

39 **205.a. Steps of Disaffiliation Process Under ¶2553**  
40

- 41 **1. Request for church conference and call by district superintendent.**  
42 The church conference shall be conducted in accordance with ¶ 248 and shall be held within  
43 one hundred twenty (120) days after the district superintendent calls for the church  
44 conference.  
45  
46



1       **2. Approval of the disaffiliation resolution by a two-thirds majority of the professing**  
2       **members of the local church present and voting at the church conference.**

3       At least two-thirds (2/3) of the professing members present at a church conference of Local  
4       Church must vote to disaffiliate from The United Methodist Church “for reasons of  
5       conscience regarding a change in the requirements and provisions of the Book of Discipline  
6       related to the practice of homosexuality or the ordination or marriage of self-avowed  
7       practicing homosexuals as resolved and adopted by the 2019 General Conference, or the  
8       actions or inactions of its annual conference related to these issues which follow.”  
9

10       **3. Establishment of the terms and conditions, including effective date, of the**  
11       **disaffiliation agreement between the annual conference and the exiting local church**  
12       **by the conference board of trustees.**

13       If the church conference votes to disaffiliate from The United Methodist Church, the terms  
14       and conditions for that disaffiliation shall be established by the board of trustees of the  
15       annual conference, with the advice of the cabinet, the annual conference treasurer, the  
16       annual conference benefits officer, the director of connectional ministries, and the annual  
17       conference chancellor.

18       a. Payments. Prior to the Disaffiliation Date, Local Church shall pay to Annual  
19       Conference, the following:

20       i. Any unpaid apportionments for the twelve (12) months immediately prior to the  
21       Disaffiliation Date;

22       ii. An additional twelve (12) months of apportionments;

23       iii. An amount equal to Local Church’s pro rata share, as determined by Annual  
24       Conference, of Annual Conference’s unfunded pension obligations, based on the Annual  
25       Conference’s aggregate funding obligations as determined by the General Board of  
26       Pension and Health Benefits using market factors similar to a commercial annuity  
27       provider;

28       iv. Any direct-bill obligations as verified by the Conference Benefits Office.

29       b. Other Liabilities. Local Church shall either satisfy all of its debts, loans, and  
30       liabilities, or assign or transfer such obligations to its new entity. Local Church must provide  
31       sufficient documentation of same to Annual Conference.

32       c. Intellectual Property. Local Church shall cease all use of “United Methodist,” the  
33       Cross & Flame insignia, and any other intellectual property of the denomination and Annual  
34       Conference, including the removal of all signage containing the same.”

35       d. Group Tax Exemption Ruling. As of the Disaffiliation Date, Local Church shall cease  
36       to use, and also shall ensure that any affiliates of Local Church which have been included in  
37       the group tax exemption ruling shall cease to use, any and all documentation stating that  
38       Local Church is included in the denomination’s group tax exemption ruling administered by  
39       the General Council on Finance and Administration of The United Methodist Church.

40       e. Records and Cemeteries. The Local Church shall cooperate with the staff of the  
41       Annual Conference to ensure the preservation of church archives, membership rolls,  
42       historical documents related to funerals, baptisms, weddings, minutes, etc.. If the Local  
43       Church has a cemetery or columbarium, the Local Church shall ensure provisions related to  
44

1 continued maintenance after disaffiliation and continued access for families and loved ones  
2 of United Methodists buried there.

3 **4. Ratification of the disaffiliation agreement by a simple majority of the members of**  
4 **the annual conference present and voting.**

5 The final Disaffiliation Agreement, after preparation by the Board of Trustees and execution  
6 by the Local Church, must be “ratified by a simple majority of the members . . . present and  
7 voting” at a duly-called session of Annual Conference.

8  
9 **5. Completion of all steps must occur prior to December 31, 2023.**

10 The choice by a local church to disaffiliate with The United Methodist Church under this  
11 paragraph shall be made in sufficient time for the process for exiting the denomination to be  
12 complete prior to December 31, 2023.

13  
14  
15 **205.b. Disaffiliation Agreement Pursuant To ¶ 2553**

16  
17 This Disaffiliation Agreement Pursuant to ¶ 2553 (“Disaffiliation Agreement”) is  
18 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between  
19 \_\_\_\_\_ (“Local Church”) and North Georgia Annual Conference (“Annual  
20 Conference”).

21 WHEREAS, Local Church is a United Methodist church within the boundaries of Annual  
22 Conference;

23  
24 WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248,  
25 and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at  
26 which at least two-thirds (2/3) of the professing members present at the church conference of  
27 Local Church voted to disaffiliate from The United Methodist Church “for reasons of  
28 conscience regarding a change in the requirements and provisions of the *Book of Discipline*  
29 related to the practice of homosexuality or the ordination or marriage of self-avowed practicing  
30 homosexuals as resolved and adopted by the 2019 General Conference, or the actions or  
31 inactions of its annual conference related to these issues which follow.”

32  
33 WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal,  
34 tangible and intangible property “in trust for The United Methodist Church and subject to the  
35 provisions of its *Discipline*.”

36  
37 WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of  
38 trust or subordinated to the interests of creditors and other third parties only to the extent  
39 authority is given by the *Discipline*.” (¶ 2501.2)

40 WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1  
41 can be released from the trust imposed by that paragraph.

42  
43 WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from  
44 The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

1 WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between  
2 them, and Local Church wishes to acquire from Annual Conference all of Annual Conference's  
3 interest, on behalf of The United Methodist Church, in the real and personal, tangible and  
4 intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and  
5 Judicial Council *Decision* 1379.

6  
7 NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein  
8 contained, and for other good and valuable consideration, the receipt and sufficiency of which  
9 is hereby acknowledged, Local Church and Annual Conference agree as follows:

10 1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

- 11 a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members  
12 present at a church conference of Local Church must vote to disaffiliate from The  
13 United Methodist Church "for reasons of conscience regarding a change in the  
14 requirements and provisions of the *Book of Discipline* related to the practice of  
15 homosexuality or the ordination or marriage of self-avowed practicing  
16 homosexuals as resolved and adopted by the 2019 General Conference, or the  
17 actions or inactions of its annual conference related to these issues which follow."  
18 Local Church must provide documentation, to the satisfaction of Annual  
19 Conference, which evidences the result of the disaffiliation vote taken at the church  
20 conference. Such documentation must be certified by an authorized officer of Local  
21 Church and shall be included as an exhibit to this Disaffiliation Agreement.  
22 b. *Annual Conference Vote*. This Disaffiliation Agreement must be "ratified by a  
23 simple majority of the members . . . present and voting" at a duly-called session of  
24 Annual Conference, as required by Judicial Council *Decision* 1379 and ¶  
25 2529.1b(3).

26 Should either of the above not occur, this Disaffiliation Agreement shall immediately become  
27 null and void.

28 2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of  
29 the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in  
30 trust for the benefit of The United Methodist Church.

31 3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set  
32 forth herein, Local Church's disaffiliation from The United Methodist Church will be effective  
33 on \_\_\_\_\_, 20\_\_ ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the  
34 Annual Conference's ratification referenced in Section 1 above.

35 4. Local Church's Obligations. Unless a different date is specified, Local Church shall, by no  
36 later than the Disaffiliation Date, do the following:

- 37 a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual  
38 Conference, in a manner specified by Annual Conference, the following:  
39 i. Local Church shall have the right to retain its real and personal, tangible  
40 and intangible property without charge. Any costs relating to Local  
41 Church's retention of its property will be borne by Local Church.  
42 ii. Any unpaid apportionments for the twelve (12) months immediately prior  
43 to the Disaffiliation Date, as calculated by Annual Conference, totaling  
44 \_\_\_\_\_;  
45

- 1           iii. An additional twelve (12) months of apportionments, as calculated by  
2           Annual Conference, totaling \_\_\_\_\_;
- 3           iv. An amount equal to Local Church's pro rata share, as determined by Annual  
4           Conference, of Annual Conference's unfunded pension obligations, based  
5           on the Annual Conference's aggregate funding obligations as determined  
6           by the General Board of Pension and Health Benefits using market factors  
7           similar to a commercial annuity provider, totaling \_\_\_\_\_; and
- 8           v. Any other payments that are related to conference-provided benefits that are  
9           direct billed to the Local Church for benefits provided prior to the effective  
10          date of disaffiliation. The parties will consult with the Conference Benefits  
11          Office to determine if there is an amount owed for direct billed benefits, and  
12          the parties further agree to true-up any such obligations within a reasonable  
13          period of time after the effective date of disaffiliation.
- 14          b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and  
15          liabilities, or assign or transfer such obligations to its new entity. Local Church  
16          must provide sufficient documentation of same to Annual Conference.
- 17          c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the  
18          Cross & Flame insignia, and any other intellectual property of the denomination  
19          and Annual Conference, including the removal of all signage containing the same.
- 20          d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall  
21          cease to use, and also shall ensure that any affiliates of Local Church which have  
22          been included in the group tax exemption ruling shall cease to use, any and all  
23          documentation stating that Local Church is included in the denomination's group  
24          tax exemption ruling administered by the General Council on Finance and  
25          Administration of The United Methodist Church. Local Church and any of its  
26          affiliates which have been included in the group tax exemption ruling will be  
27          removed as of the Disaffiliation Date.
- 28          e. *Records and Cemeteries.* The Local Church shall cooperate with the Annual  
29          Conference and its staff in securing the records of the Local Church, including  
30          church archives, membership rolls, and historical documents related to funerals,  
31          baptisms, weddings, minutes, etc. If the Local Church has a cemetery or  
32          columbarium, the Local Church shall provide its plan for maintenance after  
33          disaffiliation and continued access for families and loved ones of United Methodists  
34          buried there.
- 35          5. Organizational Transition. Local Church shall take all steps necessary to close and/or  
36          dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such  
37          entities, or to establish any new legal entities, or to modify its current organizing documents,  
38          as needed to effectuate its disaffiliation from The United Methodist Church, to the satisfaction  
39          of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual  
40          Conference and its officers, directors, agents, and employees from any liability or costs  
41          (including reasonable attorney fees) resulting from any claim, action, or cause of action for  
42          damages to persons or property resulting from Local Church's failure to take all necessary  
43          steps as required by this Section 5.
- 44          6. Property. On the Disaffiliation Date, Local Church will have full ownership of the property  
45          and assets of the Local Church, except for those specifically required to be transferred to the  
46

1 Annual Conference under this Agreement or for those subject to the rights of persons or entities  
2 who are not parties to this Agreement. The parties shall ensure all necessary transfers or other  
3 transactions relating to the above properties are completed prior to the Disaffiliation Date. Any  
4 costs resulting from such transfers or other transactions shall be borne by Local Church.  
5 Annual Conference shall fully cooperate with Local Church, as needed and applicable, to  
6 ensure that such transfers and other transactions convey all of Annual Conference's interest –  
7 both for itself and on behalf of The United Methodist Church – in the real and personal, tangible  
8 and intangible property of Local Church.

9 7. Release of Claims. Upon the completion of all of their respective obligations herein,  
10 Annual Conference and Local Church, for themselves and their agents, representatives,  
11 members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever  
12 covenant not to sue each other, and release and discharge each other, and their current and  
13 former trustees, officers, representatives, employees, and assigns, in both their official and  
14 individual capacities, from any liability for any and all causes of action and claims, including  
15 any statutory or common law cause of action, tort or contractual claims, any claims for  
16 attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or  
17 unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have  
18 or claim to have against any of the above-named entities or persons in any way arising out of  
19 their relationship with each other. The parties further represent they have no pending lawsuit,  
20 charge, complaint, or other action against each other. Notwithstanding the foregoing releases  
21 and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement  
22 in any court where jurisdiction and venue are proper.

23 8. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by  
24 December 31, 2023, this Disaffiliation Agreement shall be null and void.

25 9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local  
26 Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General  
27 Board of Pension and Health Benefits, to the extent permitted by federal law, and provided  
28 that Local Church has not expressly resolved that it no longer shares common religious bonds  
29 with The United Methodist Church.

30 10. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and  
31 integral part hereof. Should any provision of this Disaffiliation Agreement be held  
32 unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and  
33 void.

34 IN WITNESS WHEREOF, the Local Church and the Annual Conference, through  
35 authorized officers, have adopted this Disaffiliation Agreement on the date first above written.

36 LOCAL CHURCH:

ANNUAL CONFERENCE:

37  
38  
39 BY: \_\_\_\_\_

BY: \_\_\_\_\_

40  
41 ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

SUBJECT TO FINAL EDITING

## JUDICIAL COUNCIL OF THE UNITED METHODIST CHURCH

### DECISION NO. 1422

(Docket No. 1021-10)

IN RE: Review of a Bishop's Ruling on Questions of Law in the North Georgia Annual Conference Concerning the Circumstances under which a Local Church may Pursue Disaffiliation.

#### DIGEST

The bishop's Decision of Law is affirmed.

#### STATEMENT OF FACTS

During the 2021 session of the North Georgia Annual Conference, on June 4, 2021, the Conference Board of Trustees presented a plan for disaffiliation of local churches, consisting of two parts: "Steps of Disaffiliation Process under ¶ 2553," listed as item 205a, and "Disaffiliation Agreement Pursuant to ¶ 2553," item 205b on page 50 of the *Reports*. Immediately after the report, a lay member [hereinafter Movant] raised the following Question of Law:

Does a local church that identifies itself as Traditional in the current understanding of that word as it applies to whether or not a church supports the current language of the Discipline regarding the practice of homosexuality, the marriage of same sex persons, and the ordination and appointment of LGBTQIA+ people have recourse to ¶2553 which provides a mechanism for the local church to disaffiliate from The United Methodist Church? More specifically, does the portion of ¶2553 that says the following:

¶ 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...

provide Mt. Bethel United Methodist Church authority to invoke ¶2553 as providing a process for its disaffiliation since the leadership of the North Georgia Annual Conference has stated in its document entitled "Love is Making Room" the following:

We believe that harmful language about LGBTQ people and restrictions on marriage and ordination should be removed from the Book of Discipline.

On June 30, 2021, Bishop Sue Hauptert-Johnson issued her Decision of Law in which she ruled:



I find that no ruling of law is required because the North Georgia Annual Conference Board of Trustees has indicated that it will not question “the reasons of conscience” behind a church’s decision to disaffiliate. If the church sets forth this paragraph in the call for the called church conference, and the church conference is held fairly and in conformance with the BOD, and the motion contains the language of this paragraph and is duly voted upon, the Board of Trustees will not pursue any inquiry into the “reasons of conscience” behind the vote.

### **JURISDICTION**

The Judicial Council has jurisdiction pursuant to ¶ 2609.6 of *The Book of Discipline 2016*.

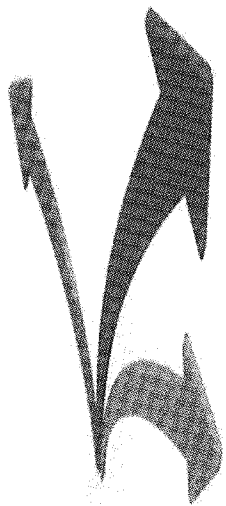
### **ANALYSIS AND RATIONALE**

Paragraph 51 of the Constitution mandates that a Bishop presiding over an annual, central or jurisdictional conference shall decide all question of law coming before the bishop in the regular business session of the Annual Conference. Bishops are given 30 days to issue a ruling and are constrained to respond to the question placed before them. The record supplied confirms the bishop acted in accordance with the provision of ¶ 51 which is substantiated by the Movant and the interested party.

The interested parties and *amicus curiae* conceded in their briefs of record that the bishop’s ruling was correct and should be affirmed. All other issues raised by the Movant and the *amicus* are outside the scope of the Question of Law as presented and cannot be addressed by the Judicial Council. The reach of our judicial authority is limited to “the decisions of law made by bishops...upon questions of law submitted to them in writing in the regular business of a session.” ¶ 2609.6 [emphasis added].

### **RULING**

The bishop’s Decision of Law is affirmed.



THE NORTH GEORGIA CONFERENCE

# CENTRAL EAST

— DISTRICT —

*Developing generative spiritual leaders who influence their communities for Christ.*

## **Disaffiliation Update**

Dear Clergy and Laity of Central East,

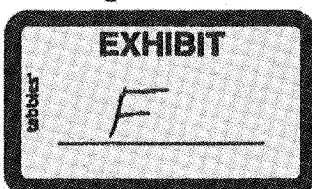
On the heels of our 2022 Annual Conference, I am praying for each of you and your congregations. I am also praying for the 70 congregations in our conference that are approaching the June 30, 2022, disaffiliation date.

Because the subject of disaffiliation is still on the table, many congregations are asking what it might mean for them. Since the disaffiliation process (and implementation of the same) was new to all of us, and because there weren't many details to undergird section 2553, we have learned a lot that we didn't know this time last year. So now based on our experience, we feel that additional information and guidelines can be offered IF your congregation is seeking to learn more about the subject and/or process of disaffiliation.

However, before you go through the additional information we are providing below; we encourage you to read (or re-read) Paragraph 2553 of our Discipline and the actual Disaffiliation Agreement with the North Georgia Conference — both of which are found at [www.ngumc.org/disaffiliation-process-and-information](http://www.ngumc.org/disaffiliation-process-and-information) and [attached herewith](#). There's no question that the first and also best step to answering people's questions is to understand the process, including timelines, expectations and other details.

### **Additional Information and Guidelines**

1. **No church is required to vote** or required to consider a vote to disaffiliate from The United Methodist Church. For reference, the vast majority of our 700+ churches in the North Georgia Conference have indicated to us that they





will not take a vote to disaffiliate. Additionally, the vast majority of the pastor in the North Georgia Conference have confirmed that they will remain in the UMC.

2. **There is no hurry** or need to rush the process of discernment if your church is considering disaffiliation. Disaffiliation requests won't be received by your DS any earlier than January 1, 2023 and will be accepted through February 28, 2023. No DS will prioritize churches that are "first in line" based on the timing of their submission regarding disaffiliation. Please know that no church will be assigned a church conference date prior to February 28. The schedule will be set to ensure completion and efficiency (not be based on when a request is made). There is no advantage or disadvantage to requesting earlier or later in the window. So, encourage congregations to use the full amount of time between now and February to pray/discern about any decisions being considered.

3. **We are still working** on a checklist of education and types of events that we expect churches to facilitate in the process of discernment, but until those specifics are released in coming weeks, please encourage your congregation to pray, be kind to one another, and do no harm in any way to the Body of their church, District, Conference and the UMC.

4. **There are to be NO secret meetings** of any type about disaffiliation; everyone in the congregation must be aware of what's being discussed – everyone in your congregation should be invited to any/all meeting(s) involving disaffiliation. These meetings should be well publicized with at least two weeks of advance notice. And please notify me of any church-wide sessions you conduct so that I can choose to be present or send someone to be present as it's helpful.

5. **As a UMC pastor who has agreed to clergy covenants**, you are responsible for making sure there is no misinformation, untruths, skewed facts and/or intentional omission of information allowed in the church as your congregation discerns its future. Remember that you as the assigned pastor to your church have agreed to be the Pastor to ALL who attend and/or seek to be followers of Jesus. Regardless of which perspective a congregant takes, we are called to love them all.

6. **Try to persuade your congregation** to use the word "perspective" instead of "side" when alternate or conflicting viewpoints are being presented in the church and/or otherwise. Sometimes just a word change allows us to be a better witness to the world.

Finally, as a "catch all" for all of this, please feel free to call me if you have questions, need guidance, or want me (or a lay leader) to speak to your church. We will be glad to schedule time to help.

Thank you and blessings!



[About:](#)

[Administration:](#)

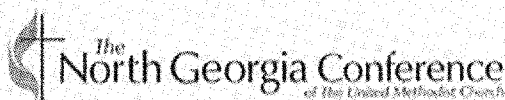
[Ministries:](#)

[News:](#)

[Offices:](#)

# North Georgia Conference to Pause Disaffiliation Process

## Important Announcement



12/28/2022

Dear North Georgia United Methodists,

As we approach the window set by the appointive cabinet to receive disaffiliation requests using Book of Discipline paragraph 2553, it has become clear that there is a need for a pause in this process for our conference.

It is the responsibility of conference leaders to ensure that the disaffiliation process, put into place by the conference board of trustees, is carried out with integrity and grace.

In its report to the North Georgia Annual Conference of The United Methodist Church in June 2021, and again in June 2022, the conference board of trustees affirmed its



commitment to the concept of the gracious exit. In particular, the trustees affirmed a desire for disaffiliations to be handled in a fair, transparent, uniform, and good faith manner that affirms the one universal church in service to Christ and honors the mission and ministry of all Christians.

The board of trustees, in consultation with the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor, worked diligently to develop, update, and implement a disaffiliation process that would fulfill the requirements of the Book of Discipline and the stated aspirations of the Conference Board of Trustees and the Annual Conference.

However, the cabinet has discovered and observed that many local churches have been misled about the disaffiliation process and have been presented with information about the process, and about The United Methodist Church and its leadership, that is factually incorrect and defamatory. We have significant concerns about this misinformation and are well aware that it has the potential to do irreparable harm.

This information presented to members of local churches about disaffiliation has been outside the bounds of normal and acceptable civil discourse. It has not only been false and misleading but has been antithetical to the concept of a gracious exit or a commitment to honoring the mission and ministry of all Christians.

As a result of the misleading, defamatory, and false statements and materials shared with local church members by certain organizations as well as clergy and lay members of various churches and outside groups, we do not have confidence in the validity of upcoming church conference disaffiliation votes. After lengthy periods of discussion and consultation involving the cabinet, the board of trustees, and appropriate conference leadership, we have agreed that our Annual Conference cannot rely upon such votes for purposes of negotiating a gracious exit.

The ultimate step in the disaffiliation process is the ratification of disaffiliation agreements by the Annual Conference. However, because of the issues observed, the conference board of trustees is no longer confident it could recommend in good faith disaffiliation agreements to the Annual Conference at this time.

The appointive cabinet is therefore amending its previously presented policy and will not accept disaffiliation requests at this time nor will the conference board of trustees negotiate disaffiliation agreements.

The appointive cabinet, board of trustees, and bishop recognize the significance of this action.

We reaffirm our commitment to honor and uphold the Book of Discipline of The United Methodist Church.

We commit to walking alongside the clergy and laity of the North Georgia Conference as we together take this opportunity to re-set our focus on the mission of the church, to commit to deepening our focus on discipleship, and to get to know our incoming episcopal leader.

With just 15 months until the next session of the United Methodist General Conference, which will be held April 23 to May 3, 2024, in Charlotte, North Carolina, this pause will allow churches to gain more information about the real, rather than the false or hypothetical, future of our church.

We give thanks for all North Georgia United Methodists in all our varied contexts. We stand beside you knowing that pause and uncertainty is hard. We pray for you and your ministry daily as together we make disciples of Jesus Christ for the transformation of the world.

Yours in Christ,

Bishop Sue Hauptert-Johnson

The Appointive Cabinet

## Questions & Answers

### Why take this action now?

In recent months, District Superintendents holding informational meetings have encountered an astounding proliferation of misinformation in local churches. This misinformation is being intentionally deployed, is present in every district, and has the potential to cause irreparable harm. As we approach the time to take the next step in the disaffiliation process, it is clear to the district superintendents, bishop, and the board of trustees that the process cannot go forward with integrity at this time. We are ethically obligated to pause the process.

### What is the misinformation?

The misinformation has come in the form of printed materials, PowerPoint presentations, websites, videos, emails, and social media posts. Some of the most pervasive misinformation and examples of a breach of integrity include:

- Clergy suggesting that members of one church would be willing to join another church to help push them over the threshold to disaffiliate.
- Clergy making presentations to congregations that are not their own, without the appointed pastor's permission, and in many cases without their knowledge, therefore, undermining their ministry.
- Church leaders communicating to members that "The UMC's theological impasse is rooted in our differing beliefs regarding the authority of the Bible, the interpretation of the Bible, its impact on how we live out our faith, and the Lordship of Jesus." This is untrue and is among the most widespread misinformation we've seen.
- Church leaders sharing that The United Methodist Church no longer believes in the resurrection of Christ. This is untrue.
- Churches holding secret meetings on this matter to which not all members are invited or equally informed.
- Presentations saying that in the future the UMC will force all churches to receive appointments of gay pastors, will force all clergy to officiate same-sex weddings, and that all churches must host same-sex weddings. This is untrue.
- Church leaders presenting disaffiliation as an opportunity to "own" church property. This is not the purpose of paragraph 2553 and it is an inappropriate use of this process.
- Church leaders communicating that North Georgia Conference leadership is not following the Book of Discipline. In fact, the North Georgia Annual Conference and its leaders have taken no actions in conflict with the Book of Discipline.
- Church leaders claiming that The Apostles Creed has been changed. This is untrue.
- Church leaders claiming that United Methodists no longer believe in the divinity of Christ. This is untrue.
- Church leaders claiming United Methodist seminaries are teaching a variety of unchristian material by non-Christian professors. This is untrue.
- ... and so on

## How has the North Georgia Conference addressed the misinformation?

The North Georgia Conference has offered steady online and in-person access to accurate information.

- District Superintendents have held more than 200 information sessions over the past year.
- The website [ngumc.org](http://ngumc.org) and, specifically [www.ngumc.org/BeUMC](http://www.ngumc.org/BeUMC), are updated regularly.
- The Conference has provided [printable, sharable Q&As](#).
- The Conference has empowered informed laity to speak on the topic to local churches.
- Bishop Sue Hauptert-Johnson has held six recent regional gatherings with opportunities for questions and answers. She met with pastors for conversation. She has met with lay members of Annual Conference in every district. And she has met with individual United Methodist congregations.
- Clergy and laity of the North Georgia Conference shared their commitment to the church, directly countering the misinformation, through an Open Letter at [www.ngumc.org/OpenLetter](http://www.ngumc.org/OpenLetter).

## Didn't the bishop say North Georgia wouldn't question a church's conscience?

Since adopting the Disaffiliation Agreement in 2021, the bishop, cabinet, and board of trustees agreed that they assumed good faith and would not question the conscience of a church seeking disaffiliation. Their interest and commitment was to the integrity of the process. This path was affirmed by the United Methodist Judicial Council ([read that decision](#)).

This gracious approach was an invitation to proceed with integrity.

**Misinformation is present everywhere in our country. If we couldn't move forward because of the presence of misinformation could we ever accomplish anything?**

Misinformation is not passively present in our churches, it is being intentionally deployed. There is no place for this behavior in United Methodist churches.

**The bishop has said, "We are not trying to hold any church captive." Is this pause counter to her statement?**

Reaching the point of pausing this process was not the intention or the desire of the cabinet, the bishop, or the board of trustees. This pause is a direct response to deceptive behavior and manipulative misinformation deployed in local churches.

**What does this pause offer?**

This pause offers churches an opportunity to re-set focus on the mission of the church, to commit to deepening our focus on discipleship, and to get to know our incoming episcopal leader, Bishop Robin Dease.

**Is Bishop Dease aware of the pause?**

Yes. Bishop Robin Dease, who will begin her assignment as bishop of the North Georgia Annual Conference January 1, 2023, is aware of this pause and why it is necessary.

**What is next?**

The next United Methodist General Conference has been announced for April 23 to May 3, 2024, in Charlotte, North Carolina. Following that meeting, the process will be revisited. Foremost, however, is the continued vital and missional work of the church. There are hungry and hurting neighbors who need us and there is a world that needs to know the love

of Jesus Christ. That work must never pause.

## North Georgia Conference (711) 2023 Comprehensive Benefit Funding Plan

### Elections and Estimates

#### Description of Benefit

HRA

	Final
Health plan benefit offered to retirees	Via Benefits
Expected average future annual increases	1.50%
Projected annual plan benefit cost as of 2023	\$2,013,163

### Funding Plan Contribution

*The following calculations are not a present value of future costs.*

Net PRM assets		\$44,920,571
APBO net plan sponsor cost	-	\$34,800,345
Funded status	=	\$10,120,226
Portion of funded status payable (\$0 if Funded status ≥ \$0)		\$0
Funding plan service cost (\$0 if Net PRM assets ≥ EPBO)	+	\$0
Ongoing funding contribution for 2023	=	\$0

### Rationale for each change

The Annual Conference voted in 2021 to no longer provide the HRA benefit to spouses of clergy who retire after 12/31/2021. Due to the reduction in the HRA liability, the Conference voted to move approximately \$25m of the assets into a separate account to help lower the liability of churches that are choosing to disaffiliate.



2022 NORTH GEORGIA ANNUAL CONFERENCE

SESSION TWO

JUNE 3, 2022

EXCERPT QUESTIONS AND ANSWERS BY  
MR. JOE WHITTEMORE TO MR. KEITH COX

ATTENDEES INCLUDED:

BISHOP SUE HAUPERT-JOHNSON,

PRESIDING OVER CONFERENCE

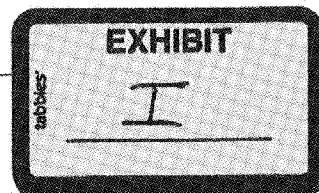
JOE WHITTEMORE,

ACCOUNTANT

KEITH COX,

TREASURER OF THE ANNUAL CONFERENCE

JANET BERANEK, CCR  
APPALACHIAN COURT REPORTING  
POST OFFICE BOX 943  
BLAIRSVILLE, GEORGIA 30514  
(706) 745-4455





1 P R O C E E D I N G S

2 (A portion was transcribed from a video from the 2022 North  
3 Georgia Annual Conference, June 3, 2022.)

4 BISHOP HAUPERT-JOHNSON: Yes, I see a hand. Joe  
5 Whittemore, microphone six.

6 MR. WHITTEMORE: Thank you, Bishop. Bishop, I have a  
7 couple of questions and clarification about the Unfunded  
8 Pension Liability page.

9 Is Keith available to answer questions?

10 BISHOP HAUPERT-JOHNSON: Yes. I think so.

11 Do we have Keith online?

12 MR. COX: I am. Yes. I've been electronically  
13 lurking, Bishop.

14 BISHOP HAUPERT-JOHNSON: Yeah. He's -- yeah. That is  
15 an inside joke because his office is down the hall, and he  
16 would lurk around my office sometimes, and I accused him of  
17 that. Now, he is lurking over my shoulder, which I'm not  
18 sure which I prefer because you're much bigger.

19 Okay. Joe, fire away. I think Keith would love to  
20 answer your questions

21 MR. WHITTEMORE: Thank you, Bishop.

22 Keith, first, congratulations on 21 years of great  
23 service to the conference.

24 MR. COX: Thanks, Joe.

25 MR. WHITTEMORE: I was onboard -- I was one of those

1 that was around when you first came onboard, and you've  
2 done exceptional work with financial records, and  
3 especially with our reporting and with the transparency.

4 MR. COX: Thank you, Joe.

5 MR. WHITTEMORE: As a retired accountant, I guess I'm  
6 qualified to -- or to say thank you for serving the  
7 conference really, really well over this period of time.

8 MR. COX: Thank you, Joe.

9 MR. WHITTEMORE: My first question, as you know,  
10 Keith, there has been a lot of focus on the new Unfunded  
11 Pension Liability page of the local church portal on the  
12 conference website. This disclosure was very much needed  
13 and is very much appreciated.

14 Recently, two new lines have been added -- one for  
15 Gross Unfunded Pension Liability; and another line  
16 entitled, Less Designated Funds. Then the third line is  
17 for the Net Unfunded Pension Buy-Out Amount, which has been  
18 there all along.

19 I'm wondering if you could explain exactly why the  
20 additional lines were added and what they mean?

21 MR. COX: Sure, I can. Can everybody -- can you hear  
22 me okay?

23 MR. WHITTEMORE: Yes.

24 MR. COX: Okay. So Amy mentioned in her report that  
25 in October of last year at the pension meeting, we took \$24

1 million, roughly and transitioned it -- transferred it from  
2 the HRA Reserve Fund to a new investment at Wespeth  
3 entitled CRSP and MPP Unfunded Liability.

4 So when we did that, the effect was to reduce the  
5 gross liability that is provided to us by Wespeth on a  
6 quarterly basis, and I posted that letter on our website  
7 with an update each quarter. We allocate the gross  
8 liability on a methodology that is based on the portion of  
9 a decimal. In return, we allocate that designated fund in  
10 the exact same methods.

11 So proportionately, the designated fund is allocated  
12 to each church in the conference.

13 And what could happen from an audit trail perspective,  
14 if you added every gross liability amount showing on every  
15 church's page, look-up page, it would add up exactly to the  
16 letter that is posted on our website.

17 And, if in turn, you took each designated fund amount  
18 showing on each church's page and added them all up, they  
19 would equal to the penny what is the value of that  
20 investment fund at Wespeth.

21 So what we were trying to do is reflect, through a  
22 complete and total disclosure, the ability of any church to  
23 see how that liability that they were responsible for, if  
24 they disaffiliate, was derived. So it was derived based on  
25 gross liability provided by Wespeth less a proportionate

1 share of the designated fund that we invested and started  
2 last October.

3 So, you know, we could have put in just a net number,  
4 but I thought for disclosure purposes, it was better to  
5 explain how we did it and why we did it, and that is the  
6 purpose.

7 Joe, I don't have to tell you, that full disclosure  
8 from before broad concepts financially -- that is what the  
9 attempt was to show exactly how those numbers were derived.

10 Now, Tony is here and has already been called on, but  
11 I may ask him to expand on this a little bit.

12 We're not the only conference that allocates a  
13 designated reserve fund against the unfunded liability. I  
14 know Central Texas does, North Carolina does. It may be  
15 some others. I know those two specifically do.

16 I think I would ask Tony if what we are doing runs  
17 afoul of any of the guidance that Wespath is providing to  
18 annual conferences relative to this.

19 Tony, if you feel like answering that, that is fine,  
20 and if you don't, that is okay, too. But I think it might  
21 be helpful if you could give some context about if what  
22 we're doing is considered proper or improper from Wespath's  
23 perspective.

24 Joe, does that get at the basics of your question?

25 MR. WHITTEMORE: Regarding the designated reserve --

1 MR. COX: Yes.

2 MR. WHITTEMORE: -- that was deposited with Wespath,  
3 was this --

4 MR. COX: Yes.

5 MR. WHITTEMORE: -- reserve the results of funds  
6 accumulated over time from pretty much all churches --

7 MR. COX: Yes.

8 MR. WHITTEMORE: -- rather than a few churches  
9 providing the money for the reserve?

10 MR. COX: Yes. Because for many, many years, we  
11 apportioned funds to go to fund that retiree HRA plan. We  
12 don't have to apportion it right now. So, yeah, all of the  
13 churches participated to some extent in the creation of  
14 that reserve fund.

15 MR. WHITTEMORE: So allocating those funds to all the  
16 churches would be fair and equitable, I'm assuming?

17 MR. COX: Yes, and I would add it is consistent with  
18 the methodology of allocating the gross liability, Joe.  
19 But, yeah, I think that is a fair represent- -- fair  
20 characterization.

21 MR. WHITTEMORE: One final question, the 2553 Unfunded  
22 Pension Liability payments that the conference receives  
23 from disaffiliated churches, will those amounts be placed  
24 in the conference deposit with Wespath?

25 MR. COX: Yes. That is correct, Joe.

1 MR. WHITTEMORE: Okay. This is very helpful.

2 Bishop, that's all I have. Thank you very much.

3 BISHOP HAUPERT-JOHNSON: Thank you, Joe, appreciate  
4 it.

5 MR. COX: Thanks, Joe.

6 BISHOP HAUPERT-JOHNSON: I love accountant talking.  
7 Isn't that great? They have their own little conversation.  
8 I'm grateful for them, though. They do keep us  
9 transparent. You know, if you follow the local -- the news  
10 these days, it really is a tragedy when it is not done  
11 above-board or is not handled fairly.

12 So I appreciate both Joe Whittemore and Keith Cox and  
13 Tony Prosipino (phonetic) for their input and for their  
14 continued work to make sure that every penny is -- this is  
15 a sacred trust, and we consider it a sacred trust. So  
16 thank you all, I appreciate it.

17 (End of excerpt.)  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE

STATE OF GEORGIA

COUNTY OF HALL

I, Janet Beranek, Certified Court Reporter, 2753, hereby certify that the foregoing transcript was transcribed by me from a video.

I further certify that I am a disinterested party to this action, and that I am neither of kin nor counsel to any of the parties hereto.

This certification is expressly withdrawn and denied upon disassembly, photocopying or duplication in any manner or upon certification of the foregoing transcript or any part thereof by any person or entity other than by me. This certification is further expressly withdrawn and denied absent my original signature and original seal appearing hereon below.

In witness hereof, I hereby affix my hand on this the 10th day of February, 2023.



*Janet Beranek*

Janet Beranek, CCR 2753

### UNFUNDED PENSION LIABILITY

This is the unfunded pension amount required to be paid under 2553 disaffiliation.

The Conference Trustees developed and approved the allocation methodology which will not be shared.

At the October 2021 meeting the Conference Board of Pension and Health Benefits voted to designate funds at Wespath to decrease the liability for each church. The balance shown is the total liability less the designated funds.

#### Allocated Liability as of Apr 01, 2022:

Gross unfunded liability:	\$10,914.30
Less designated funds:	\$6,184.30
Net Due pursuant to 2553:	\$4,730.00

These amounts are valid now but will be revised with each updated Wespath actuarial estimate. These updated estimates are generally provided once per quarter. Once we've received those updates, then the amounts on this page will be changed accordingly.

### APPORTIONED AMOUNTS

The following are the currently calculated and projected apportionment amounts pursuant to the conference disaffiliation policy. The apportioned amount formula assumes a June 30, 2022 disaffiliation. The apportionment period covers the 12 months immediately prior to the disaffiliation date (from 7/1/2021 to 6/30/2022) and the 12 months after disaffiliation from 7/1/2022 to 6/30/2023. The calculated apportioned amount due as shown below includes currently reported receipts and will change as additional payments are received and processed by the Conference Treasurer's Office.

#### 2021 (6 months): Method 2

*The Apportioned Amount is based on 6 months of the 2021 rate (2021 x .5).*

Apportioned: \$2,577.50  
Amount Due: \$2,577.50

#### 2022 (12 months) and 2023 (6 months):

*The Apportioned Amount is based on 18 months of the 2022 rate (2022 x 1.5).*

Apportioned: \$7,258.50  
Paid to date: \$245.76  
Current Due: \$7,012.74

#### Total Due as of 5/3/2022 3:13:33 PM:

**Total Apportioned Amount Due pursuant to 2553: \$9,590.24**

The amount due will change as payments are received and processed by the Conference Treasurer's Office.





## 208.e. Fund Balances

North Georgia Conference  
Fund Balances  
As of 12/31/2020 and 12/31/2021 (Unaudited)

	Fund Balances 12/31/2020 Audited	Fund Balances 12/31/2021 Unaudited	Change
<b>Unrestricted Undesignated</b>			
CFA Reserve	\$5,609,444	\$4,634,346	(\$975,098)
<b>Unrestricted Designated</b>			
Connecional Ministries	452,655	767,326	314,671
Academy for Clergy Excellence*2	240,198	150,237	(89,961)
Board of Ordained Ministries - Transitioning	113,114	115,106	1,992
Conference Ministerial Education Fund	292,247	182,141	(110,106)
Congregational Excellence (Previously Church Dev.)			
Liquid	1,878,818	1,513,597	(365,221)
Non-liquid	26,618	26,618	0
Total Congregational Excellence	1,905,436	1,540,215	(365,221)
Disaster Response	83,729	77,251	(6,478)
Benefits Programs			
Current Benefits Reserve	9,324,893	7,075,422	(2,249,471)
Out-of-Plan Pra - 1982	1,217,871	301,632	(916,239)
Retiree HRA Plan Reserve	15,380,935	9,558,848 (a)	(5,822,087)
Out-of-Plan CRSP and MPP	0	24,278,206 (a)	24,278,206
Total Benefits Programs	25,923,699	41,214,108	15,290,409
Board of Trustees - Methodist Ctr, Episcopal Res.	3,650,879	4,195,860	544,981
Board of Trustees - Closed Church Properties	3,791,400	2,179,000	(1,612,400)
Total Board of Trustees	7,442,279	6,374,860	(1,067,419)
Conference Parsonage Fund	1,049,053	3,065,315	2,016,262
Windfall Committee (Trustees)	6,707,866	0 (b)	(6,707,866)
Atlanta - West Church Start (Formerly Tenth St Undr)	2,102,300	62,177 (c)	(2,040,123)
Board of Laity	251,153	296,518	45,365
Housing and Homeless Council	1,858,208	1,996,458	140,250
Charles Barnes Fund for Church Development	15,492,821	32,841,706 (d)	17,348,885
Simpson Bequest Fund	762,742	0 (e)	(762,742)
Camp Wesley Campership Fund	2,918,812	0 (f)	(2,918,812)
Total District Work Funds	685,866	1,072,672	386,806
District Unrestricted Fund	0	803,579	803,579
All Other Unrestricted Designated (g)	135,336	158,925	23,589
<b>Total Unrestricted Designated</b>	<b>68,417,514</b>	<b>90,720,594</b>	<b>22,303,080</b>
<b>Total Temporarily Restricted (h)</b>	<b>2,235,937</b>	<b>2,264,669</b>	<b>28,732</b>
<b>Total Permanently Restricted (i)</b>	<b>264,186</b>	<b>285,997</b>	<b>21,811</b>
<b>Total Fund Balances</b>	<b>\$76,527,081</b>	<b>\$97,905,606</b>	<b>\$21,378,525</b>

- (a) Based on February 2022 actuarial valuation, over-funding transferred to "Out-of-Plan CRSP and MPP."  
 (b) Conf Board of Trustees approved closing Windfall Fund and transferring all funds to the Barnes Fund.  
 (c) Atlanta West - \$1.1M paid out to P'tree Rd UMC for the church start, \$950K transferred to the Barnes Fund.  
 (d) Church sales net proceeds, Windfall and Atlanta West transfers.  
 (e) Former S'wood Chapel Mtc Fund. Holding period ended 8/2021, funds transferred to Methodist Ctr replacement.  
 (f) Trustees closed fund and approved transferring fund balance to the N. GA Camp Ministries Capital Asset Fund.  
 (g) Episcopal Office, Archives & History  
 (h) Millsaps Sustentation, Park Eye Fund, Park Medical Missions Fund, Retiree Needs, Pastor Sustentation, Butler Fund, Myrtle Black Home Mission Fund, Golden Cross, Peace with Justice, Youth Service Fund, Board of Mission Fund, Gibson Fund, Christian Education Sunday, Native American Awareness  
 (i) Superannuate Fund, Cuipepper Fund

