

**IN THE CIRCUIT COURT FOR THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR BRADFORD COUNTY, FLORIDA  
CIVIL DIVISION**

GRACE UNITED METHODIST CHURCH, INC.,  
ALTOONA UNITED METHODIST CHURCH, INC.,  
BEACH UNITED METHODIST CHURCH, INC.,  
BETHEL UNITED METHODIST CHURCH OF LAKE CITY, INC.,  
BOYD NEW LIFE METHODIST CHURCH, INC.,  
BRISTOL UNITED METHODIST CHURCH, INC.,  
CALVARY UNITED METHODIST CHURCH, INC.,  
CALVARY UNITED METHODIST CHURCH, INC. OF TALLAHASSEE,  
CHRIST UNITED METHODIST CHURCH OF HASTINGS, FLORIDA, INC.,  
CHRIST UNITED METHODIST CHURCH OF VENICE, INC.,  
CITRA FIRST UNITED METHODIST CHURCH, INC.,  
COMMUNITY METHODIST CHURCH OF CASSELBERRY, FLORIDA, INC.,  
COMMUNITY UNITED METHODIST CHURCH OF SAN ANTONIO, INC.,  
CORAL WAY UNITED METHODIST CHURCH, INC.,  
CROSSROAD UNITED METHODIST CHURCH, INC.,  
DEER LAKE UNITED METHODIST CHURCH, INC.,  
DE LEON SPRINGS UNITED METHODIST CHURCH, INC.,  
FAITH UNITED METHODIST CHURCH, INC.,  
FAITH UNITED METHODIST CHURCH OF JACKSONVILLE, INC.,  
FIRST UNITED METHODIST CHURCH OF APOPKA, INC.,  
FIRST UNITED METHODIST CHURCH OF BUSHNELL, INC.,  
FIRST UNITED METHODIST CHURCH OF CALLAHAN, INC.,  
FIRST UNITED METHODIST CHURCH OF CLERMONT, INC.,  
FIRST UNITED METHODIST CHURCH OF DELAND, FLORIDA, INC.,  
FIRST UNITED METHODIST CHURCH OF FROSTPROOF, INC.,  
FIRST UNITED METHODIST CHURCH OF HOBE SOUND, FLORIDA, INC.,  
FIRST UNITED METHODIST CHURCH OF LAKE CITY, INC.,  
FIRST UNITED METHODIST CHURCH OF MACCLENNY, INC.,  
FIRST UNITED METHODIST CHURCH MONTICELLO,  
FIRST UNITED METHODIST CHURCH OF STARKE, FLORIDA, INCORPORATED,  
FIRST UNITED METHODIST CHURCH OF TARPON SPRINGS, INC.,  
FIRST UNITED METHODIST CHURCH OF ZEPHYRHILLS, INC.,  
FIRST UNITED METHODIST CHURCH OF ZOLFO SPRINGS, INC.,  
FLORAHOME UNITED METHODIST CHURCH, INC.,  
FLORAL CITY UNITED METHODIST CHURCH, INC.,  
FORT OGDEN COMMUNITY CHURCH, INC.,  
FORT WHITE UNITED METHODIST CHURCH INC.,  
GARDEN CITY UNITED METHODIST CHURCH, INC.,  
GENEVA UNITED METHODIST CHURCH, INC.,  
GEORGIANNA CHURCH, INC.,  
GLEN JULIA METHODIST CHURCH,  
GRACE UNITED METHODIST CHURCH OF LAKE MARY, INC.,

GREATER BELL UNITED METHODIST CHURCH,  
GREENSBORO UNITED METHODIST CHURCH,  
HICKORY GROVE UNITED METHODIST CHURCH, INC.,  
IGLESIA METODISTA UNIDA WESTWOOD INC.,  
KEYSTONE UNITED METHODIST CHURCH, INC.,  
KOREAN UNITED METHODIST CHURCH OF SOUTH FLORIDA, INC.,  
LAKE BIRD METHODIST CHURCH, INC.,  
LAKE MAGDALENE UNITED METHODIST CHURCH, INC.,  
LAKE SHORE UNITED METHODIST CHURCH, INCORPORATED,  
LAKEWOOD UNITED METHODIST CHURCH OF JACKSONVILLE, INC.,  
LEE UNITED METHODIST CHURCH, INC.,  
LIFESONG UNITED METHODIST CHURCH, INC.,  
MADISON FIRST UNITED METHODIST CHURCH, INC.,  
MEMORIAL UNITED METHODIST CHURCH OF LAKE PLACID, INC.,  
MIMS UNITED METHODIST CHURCH, INC.,  
MYAKKA CITY UNITED METHODIST CHURCH, INC.,  
NORTH HIALEAH UNITED METHODIST CHURCH, INC.,  
OLD MIAKKA UNITED METHODIST CHURCH, INC.,  
OLD MOUNT PLEASANT UNITED METHODIST CHURCH,  
ONECO UNITED METHODIST CHURCH, INC.,  
ORTEGA UNITED METHODIST CHURCH, INC.,  
PAISLEY UNITED METHODIST CHURCH, INC.,  
PEACE UNITED METHODIST CHURCH HISPANIC, INC.,  
PINE CASTLE METHODIST CHURCH, INC.,  
PINE LEVEL UNITED METHODIST CHURCH, INC.,  
PINETTA UNITED METHODIST CHURCH, INC.,  
PISGAH UNITED METHODIST CHURCH, INC.,  
PLEASANT GROVE UNITED METHODIST CHURCH,  
PORT CHARLOTTE UNITED METHODIST CHURCH, INC.,  
RIDGE MANOR COMMUNITY UNITED METHODIST CHURCH, INC.,  
RIVERSIDE UNITED METHODIST CHURCH, INC.,  
ROBERT M. HENDRY MEMORIAL METHODIST CHURCH, INC.,  
ROCKLEDGE UNITED METHODIST CHURCH, INC.,  
SAINT JAMES UNITED METHODIST CHURCH, INC.,  
SALEM UNITED METHODIST CHURCH, INC.,  
SARDIS MEMORIAL UNITED METHODIST CHURCH,  
SPRING GLEN UNITED METHODIST CHURCH, INCORPORATED,  
SPRING HILL UNITED METHODIST CHURCH,  
SPRING LAKE UNITED METHODIST CHURCH, INC.,  
ST. JOHN UNITED METHODIST CHURCH OF SEBRING, INC.,  
ST. JOHNS UNITED METHODIST CHURCH, INC.  
SYCAMORE UNITED METHODIST CHURCH, INC.,  
TALLAHASSEE HEIGHTS UNITED METHODIST CHURCH, INC.,  
TAMIAMI CHRISTIAN SCHOOL CENTER, INC.,  
THE CARLSON MEMORIAL UNITED METHODIST CHURCH, INC.,  
THE FIRST UNITED METHODIST CHURCH OF CLEWISTON, FLORIDA, INC.,

THE FIRST UNITED METHODIST CHURCH OF FORT MEADE, INC.,  
THE FIRST UNITED METHODIST CHURCH OF IMMOKALEE, INC.,  
THE FIRST UNITED METHODIST CHURCH OF INTERLACHEN, INC.,  
THE FIRST UNITED METHODIST CHURCH OF OVIEDO, INC.,  
THE FIRST UNITED METHODIST CHURCH OF SPRING HILL, INC.,  
THE LAKE GIBSON UNITED METHODIST CHURCH, INC.,  
THE MICCOSUKEE UNITED METHODIST CHURCH, INC.,  
THE VENICE-NOKOMIS UNITED METHODIST CHURCH, INC.,  
TRINITY UNITED METHODIST CHURCH OF ARCADIA FLORIDA, INC.  
TRINITY UNITED METHODIST CHURCH OF CHARLOTTE HARBOR, INC.,  
TRINITY UNITED METHODIST CHURCH OF PALATKA, INC.,  
UNITED METHODIST CHURCH OF TRENTON, INC.,  
UNIVERSITY CARILLON UNITED METHODIST CHURCH, INC.,  
WAUKEENAH UNITED METHODIST CHURCH, INC.,  
WESCONNETT UNITED METHODIST, INC.,  
WESLEY HISPANIC UNITED METHODIST CHURCH, INC.,  
WESLEY MEMORIAL UNITED METHODIST CHURCH OF LAKE CITY, INC., and  
YULEE UNITED METHODIST CHURCH, INC.

Plaintiffs,

v.

CASE NO.: \_\_\_\_\_

THE BOARD OF TRUSTEES OF THE FLORIDA  
ANNUAL CONFERENCE OF THE UNITED  
METHODIST CHURCH, INC., KENNETH H.  
CARTER, JR., ALEX SHANKS, YONIECE  
DIXON, JIM MANUEL, CRAIG SMELSER,  
JAMES L. LUTHER, DIONNE HAMMOND,  
BOB BUSHONG, EMILY HOTH0, DAVID  
ALLEN, DURWOOD FOSHEE, WAYNE WIATT,  
and CYNTHIA WEEMS,

Defendants.

\_\_\_\_\_ /

### **COMPLAINT**

Plaintiffs, by and through undersigned counsel, hereby sue Defendants, and in support thereof state as follows:

## **PARTIES AND JURISDICTION**

1. Plaintiff, Grace United Methodist Church, Inc. (“Grace”), is a Florida non-profit corporation located at 1822 Madison Street, Lawtey, Florida.
2. Plaintiff, Altoona United Methodist Church, Inc. (“Altoona”), is a Florida non-profit corporation located at Hwy. 19 Altoona, Altoona, Florida.
3. Plaintiff, Beach United Methodist Church, Inc. (“Beach”), is a Florida non-profit corporation located at 325 7th Ave N., Jacksonville Beach, Florida.
4. Plaintiff, Bethel United Methodist Church of Lake City, Inc. (“Bethel”), is a Florida non-profit corporation located at 4843 and 4869 US 441 S., Lake City, Florida.
5. Plaintiff, Boyd New Life Methodist Church, Inc. (“Boyd”), is a Florida non-profit corporation located at 2458 Boyd Rd., Perry, Florida
6. Plaintiff, Bristol United Methodist Church, Inc. (“Bristol”), located at 10815 Fl-20, Bristol, Florida.
7. Plaintiff, Calvary United Methodist Church (“Calvary”), is a Florida non-profit corporation located at 112 Blanding Blvd, Orange Park, Florida.
8. Plaintiff, Calvary United Methodist Church, Inc. of Tallahassee (“Calvary Tallahassee”), is a Florida non-profit corporation located at 218 Ausley Road, Tallahassee, Florida.
9. Plaintiff, Christ United Methodist Church of Hastings, Florida, Inc., (“Christ Hastings”), is a Florida non-profit corporation located at 200 Lattin Street, Hastings, Florida.
10. Plaintiff, Christ United Methodist Church of Venice, Inc. (“Christ Venice”), is a Florida non-profit corporation located at 1475 Center Road, Venice, Florida.
11. Plaintiff, Citra First United Methodist Church, Inc., (“Citra”), is a Florida non-profit corporation located at 2000 NE 180<sup>th</sup> Street, Citra, FL 32113.

12. Plaintiff, Community United Methodist Church of Casselberry, Florida, Inc. (“Community”), is a Florida non-profit corporation located at 4921 S. US Hwy 17/92, Casselberry, Florida.

13. Plaintiff, Community United Methodist Church of San Antonio, Inc. (“Community San Antonio”), is a Florida non-profit corporation located at 32606 Michigan Avenue, San Antonio, Florida.

14. Plaintiff, Coral Way United Methodist Church, Inc, (“Coral”), is a Florida non-profit corporation located at 7900 Coral Way, Miami, Florida.

15. Plaintiff, Crossroad United Methodist Church, Inc. (“CrossRoad”), is a Florida non-profit corporation located at 10005 Gate Parkway N., Jacksonville, Florida.

16. Plaintiff, Deer Lake United Methodist Church, Inc. located (“Deer Lake”), is a Florida non-profit corporation located at 8013 Deer Lake Rd S, Tallahassee, Florida.

17. Plaintiff, De Leon Springs United Methodist Church, Inc. (“De Leon”), is a Florida non-profit corporation located at 265 Ponce Delon Blvd., De Leon Springs, Florida.

18. Plaintiff, Faith United Methodist Church, Inc. (“Faith”), is a Florida non-profit corporation located at 12128 State Road 52, Hudson, Florida.

19. Plaintiff, Faith United Methodist Church of Jacksonville, Inc. (“Faith Jacksonville”), is a Florida non-profit corporation located at 4000 Spring Park Rd., Jacksonville, Florida.

20. Plaintiff, First United Methodist Church of Apopka, Inc. (“First Apopka”), is a Florida non-profit corporation located at 201 South Park Avenue, Apopka, Florida.

21. Plaintiff, First United Methodist Church of Bushnell, Inc. (“First Bushnell”), is a Florida non-profit corporation located at 221 W Noble Ave, Bushnell, Florida.

22. Plaintiff, First United Methodist Church of Callahan, Inc. (“First Callahan”), is a Florida non-profit corporation located at 449648 US Hwy. 301, Callahan, Florida.

23. Plaintiff, First United Methodist Church of Clermont, Inc. (“First Clermont”), is a Florida non-profit corporation located at 950 7<sup>th</sup> Street, Clermont, Florida.

24. Plaintiff, First United Methodist Church of Deland, Florida, Inc. (“First Deland”), is a Florida non-profit corporation located at 115 East Howry Avenue, Deland, Florida.

25. Plaintiff, First United Methodist Church of Frostproof, Inc. (“First Frostproof”), is a Florida non-profit corporation located at 150 Devane Street, Frostproof, Florida.

26. Plaintiff, First United Methodist Church of Hobe Sound, Florida, Inc. (“First Hobe Sound”), is a Florida non-profit corporation located at 10100 SE Federal Highway, Hobe Sound, Florida.

27. Plaintiff, First United Methodist Church of Lake City, Inc. (“First Lake City”), is a Florida non-profit corporation located at 973 S. Marion Ave., Lake City, Florida.

28. Plaintiff, First United Methodist Church of Macclenny, Inc. (“Macclenny”), is a Florida non-profit located at 930 No. 5<sup>th</sup> Street, Macclenny, Florida,

29. Plaintiff, First United Methodist Church Monticello (“Monticello”), located at 325 Walnut St., Monticello, Florida.

30. Plaintiff, First United Methodist Church of Starke, Florida, Incorporated (“First Starke”), is a Florida non-profit corporation located at 200 N. Walnut St., Starke, Florida.

31. Plaintiff, First United Methodist Church of Tarpon Springs, Inc. (“First Tarpon Springs”), is a Florida non-profit corporation located at 501 E. Tarpon Ave., Tarpon Springs, Florida.

32. Plaintiff, First United Methodist Church of Zephyrhills, Inc. (“First Zephyrhills”), is a Florida non-profit corporation located at 38635 5<sup>th</sup> Avenue, Zephyrhills, Florida.

33. Plaintiff, First United Methodist Church of Zolfo Springs, Inc. (“First Zolfo Springs”), is a Florida non-profit corporation located at 3402 Suwannee Street, Zolfo Springs, Florida.

34. Plaintiff, Florahome United Methodist Church, Inc. (“Florahome Church”), is a Florida non-profit corporation located at 101 E Michigan St., Florahome, Florida.

35. Plaintiff, Floral City United Methodist Church, Inc. (“Floral City”), is a Florida non-profit corporation located at 8478 E. Marvin St., Floral City, Florida.

36. Plaintiff, Fort Ogden United Methodist Church, Inc. (“Fort Ogden”), is a Florida non-profit corporation located at 6923 SW River St., Fort Ogden, Florida.

37. Plaintiff, Fort White United Methodist Church, Inc. (“Fort White”), is a Florida non-profit corporation located at 185 SW Well St., Fort White, Florida.

38. Plaintiff, Garden City United Methodist Church, Inc. (“Garden City”), is a Florida non-profit corporation located at 3057 Dunn Ave., Jacksonville, Florida.

39. Plaintiff, Geneva United Methodist Church, Inc. (“Geneva”), is a Florida non-profit corporation located at 270 First Street, Geneva, Florida.

40. Plaintiff, Georgianna Church (“Georgianna”), is a Florida non-profit corporation located at 3925 South Tropical Trail, Merritt Island, Florida.

41. Plaintiff, Glen Julia Methodist Church (“Glen Julia”), located at 2592 Mount Pleasant Rd., Mt. Pleasant, Florida.

42. Plaintiff, Grace United Methodist Church of Lake Mary, Inc. (“Grace”), is a Florida non-profit corporation located at 499 N. Country Club Rd., Lake Mary, Florida.

43. Plaintiff, Greater Bell United Methodist Church, (“Greater Bell”), located at 21024 N SR 235, Brooker, FL 32622.

44. Plaintiff, Greensboro United Methodist Church (“Greensboro”), located at 310 Gadsen Ave., Greensboro, Florida.

45. Plaintiff, Hickory Grove United Methodist Church, Inc. (“Hickory Grove”), is a Florida non-profit corporation located at 1218 NE Hickory Grove Rd., Pinetta, Florida.

46. Plaintiff, Iglesia Metodista Unida Westwood Inc. (“Westwood”), is a Florida non-profit corporation located at 10780 SW 56<sup>th</sup> St., Miami, Florida.

47. Plaintiff, Keystone United Methodist Church, Inc. (“Keystone”), is a Florida non-profit corporation located at 4004 Hwy 21 South, Keystone Heights, Florida.

48. Plaintiff, Korean United Methodist Church of South Florida, Inc. (“Korean”), is a Florida non-profit corporation located at 6501 West Commercial Blvd., Tamarac, Florida.

49. Plaintiff, Lake Bird Methodist Church, Inc. (“Lake Bird”), is a Florida non-profit corporation located at 2960 Lake Bird Church Rd., Perry, Florida.

50. Plaintiff, Lake Magdalene United Methodist Church, Inc. (“Lake Magdalene”), is a Florida non-profit corporation located at 2902 W. Fletcher Ave., Tampa, Florida.

51. Plaintiff, Lake Shore United Methodist Church, Incorporated (“Lake Shore”), is a Florida non-profit corporation located at 2246 Blanding Blvd., Jacksonville, Florida.

52. Plaintiff, Lakewood United Methodist Church of Jacksonville, Inc. (“Lakewood Jacksonville”), is a Florida non-profit corporation located at 6133 San Jose Blvd., Jacksonville, Florida.

53. Plaintiff, Lee United Methodist Church, Inc. (“Lee”), is a Florida non-profit corporation located at 246 South East County Road 255, Lee, Florida.



54. Plaintiff, Lifesong United Methodist Church, Inc. (“Lifesong”), is a Florida non-profit corporation located at 2800 South Alafaya Trail, Orlando, Florida.

55. Plaintiff, Madison First United Methodist Church, Inc. (“Madison”), is a Florida non-profit corporation located at 348 SW Rutledge St., Madison, Florida.

56. Plaintiff, Memorial United Methodist Church of Lake Placid, Inc. (“Memorial”), is a Florida non-profit corporation located at 500 Kent Avenue, Lake Placid, Florida.

57. Plaintiff, Mims United Methodist Church, Inc. (“Mims”), is a Florida non-profit corporation located at 3302 Green St., Mims, Florida.

58. Plaintiff, Myakka City United Methodist Church, Inc. (“Myakka City”), is a Florida non-profit corporation located at 10535 Lebanon St., Myakka City, Florida.

59. Plaintiff, North Hialeah United Methodist Church, Inc. (“North Hialeah”), is a Florida non-profit corporation located at 5559 Palm Avenue, Hialeah, Florida.

60. Plaintiff, Old Miakka United Methodist Church, Inc. (“Old Miakka”), is a Florida non-profit corporation located at 1620 Myakka Rd., Sarasota, Florida.

61. Plaintiff, Old Mount Pleasant United Methodist Church, (“Old Mount Pleasant”), located at 6412 Blue Star Memorial Hwy., Chattahoochee, Florida.

62. Plaintiff, Oneco United Methodist Church, Inc. (“Oneco”), is a Florida non-profit corporation located at 2112 53<sup>rd</sup> Avenue East, Bradenton, Florida.

63. Plaintiff, Ortega United Methodist Church, Inc. (“Ortega”), is a Florida non-profit corporation located at 4807 Roosevelt Blvd., Jacksonville, Florida.

64. Plaintiff, Paisley United Methodist Church, Inc. (“Paisley”), is a Florida non-profit corporation located at 24980 Co. Rd. 42, Paisley, Florida.

65. Plaintiff, Peace United Methodist Church Hispanic, Inc. (“Peace”), is a Florida non-profit corporation located at 12755 Quail Roost Drive, Miami, Florida.

66. Plaintiff, Pine Castle Methodist Church, Inc. (“Pine Castle”), is a Florida non-profit corporation located at 731 Fairlane Ave., Orlando, Florida.

67. Plaintiff, Pine Level United Methodist Church, Inc. (“Pine Level”), is a Florida non-profit corporation located at 9596 NW Pine Level St., Arcadia, Florida.

68. Plaintiff, Pinetta United Methodist Church, Inc. (“Pinetta”), is a Florida non-profit corporation located at 10344 N.E. Colin Kelly Hwy., Pinetta, Florida.

69. Plaintiff, Pisgah United Methodist Church, Inc. (“Pisgah”), is a Florida non-profit corporation located at 7000 Pisgah Church Rd., Tallahassee, Florida.

70. Plaintiff, Pleasant Grove United Methodist Church, (“Pleasant Grove”) located at 5930 NW 177<sup>th</sup>, Starke, Florida.

71. Plaintiff, Port Charlotte United Methodist Church, Inc. (“Port Charlotte”), is a Florida non-profit corporation located at 21075 Quesada Ave., Port Charlotte, Florida.

72. Plaintiff, Ridge Manor Community United Methodist Church, Inc. (“Ridge”), is a Florida non-profit corporation located at 34350 Cortez Blvd., Dade City, Florida.

73. Plaintiff, Riverside United Methodist Church, Inc. (“Riverside”), is a Florida non-profit corporation located at 985 NW 1<sup>st</sup> St., Miami, Florida.

74. Plaintiff, Robert M. Hendry Memorial Methodist Church, Inc. (“Robert”), is a Florida non-profit corporation located at 3625 Alton Wentworth Rd., Greenville, Florida.

75. Plaintiff, Rockledge United Methodist Church, Inc. (“Rockledge”), is a Florida non-profit corporation located at 1935 S. Fiske Blvd., Rockledge, Florida.

76. Plaintiff, Saint James United Methodist Church, Inc. (“Saint James”), is a Florida non-profit corporation located at 2049 North Honore Ave. Sarasota, Florida.

77. Plaintiff, Salem United Methodist Church, Inc. (“Salem”), is a Florida non-profit corporation located at 202 9<sup>th</sup> Avenue East, Havana, Florida.

78. Plaintiff, Sardis Memorial United Methodist Church (“Sardis”), located at 4543 Waukeelah Highway, Monticello, Florida.

79. Plaintiff, Spring Glen United Methodist Church, Incorporated (“Spring Glen”), is a Florida non-profit corporation located at 6007 Beach Blvd., Jacksonville, Florida.

80. Plaintiff, Spring Hill United Methodist Church (“Spring Hill”), located at Old Bellamy Rd., Lake City, Florida.

81. Plaintiff, Spring Lake United Methodist Church, Inc. (“Spring Lake”), is a Florida non-profit corporation located at 4191 Spring Lake Hwy., Brooksville, Florida.

82. Plaintiff, St. John United Methodist Church of Sebring, Inc. (“St. John”), is a Florida non-profit corporation located at 33631 Grand Prix Dr., Sebring, Florida.

83. Plaintiff, St. Johns United Methodist Church, Inc. (“St. Johns UMC”), is a Florida non-profit corporation located at 6611 Proctor Rd., Sarasota, Florida.

84. Plaintiff, Sycamore United Methodist Church, Inc. (“Sycamore”), is a Florida non-profit corporation located at 3246 Sycamore Rd., Quincy, Florida.

85. Plaintiff, Tallahassee Heights United Methodist Church, Inc. (“Tallahassee Heights”), is a Florida non-profit corporation located at 3004 Mahan Drive, Tallahassee, Florida.

86. Plaintiff, Tamiami Christian School Center, Inc. (“Tamiami”), is a Florida non-profit corporation located at 726 SW 14<sup>th</sup>, Miami, Florida.

87. Plaintiff, The Carlson Memorial United Methodist Church, Inc. (“Carlson”), is a Florida non-profit corporation located at located at 310 Campbell St, LaBelle, Florida.

88. Plaintiff, The First United Methodist Church of Clewiston, Florida, Inc. (“First Clewiston”), is a Florida non-profit corporation located at 331 W. Osceola Avenue, Clewiston, Florida.

89. Plaintiff, The First United Methodist Church of Fort Meade, Inc. (“First Fort Meade”), is a Florida non-profit corporation located at 135 E. Broadway, Fort Meade, Florida.

90. Plaintiff, The First United Methodist Church of Immokalee, Inc. (“Immokalee”), is a Florida non-profit corporation located at 303 N. 9<sup>th</sup> Street, Immokalee, Florida.

91. Plaintiff, The First United Methodist Church of Interlachen, Inc. (“First Interlachen”), is a Florida non-profit corporation located at 200 East Boyleston St., Interlachen, Florida.

92. Plaintiff, The First United Methodist Church of Oviedo, Inc. (“First Oviedo”), is a Florida non-profit corporation located at 263 King St., Oviedo, Florida.

93. Plaintiff, The First United Methodist Church of Spring Hill, Inc. (“UMC Spring Hill”), is a Florida non-profit corporation located at 9344 Spring Hill Dr., Spring Hill, Florida.

94. Plaintiff, The Lake Gibson United Methodist Church, Inc. (“Lake Gibson”), is a Florida non-profit corporation located at 424 W. Daughterty Rd., Lakeland, Florida.

95. Plaintiff, The Miccosukee United Methodist Church, Inc. (“Miccosukee UMC”), is a Florida non-profit corporation located at 8841 Veterans Memorial Drive, Miccosukee, Florida.

96. Plaintiff, The Venice-Nokomis United Methodist Church, Inc. (“Venice-Nokomis”), is a Florida non-profit corporation located at 208 Palm Avenue, Nokomis, Florida.

97. Plaintiff, Trinity United Methodist Church of Arcadia Florida, Inc. (“Trinity Arcadia”), is a Florida non-profit corporation located at 304 West Oak Street, Arcadia, Florida.

98. Plaintiff, Trinity United Methodist Church of Charlotte Harbor, Inc. (“Trinity Charlotte Harbor”), is a Florida non-profit corporation located at 23084 Seneca Avenue, Port Charlotte, Florida.

99. Plaintiff, Trinity United Methodist Church of Palatka, Inc. (“Trinity Palatka”), is a Florida non-profit corporation located at 1400 Husson Ave., Palatka, Florida.

100. Plaintiff, United Methodist Church of Trenton, Inc. (“UMC Trenton”), is a Florida non-profit corporation located at 203 NE 2<sup>nd</sup> Street, Trenton, Florida.

101. Plaintiff, University Carillon United Methodist Church, Inc. (“University Carillon”), is a Florida non-profit corporation located at 1395 Campus View Court, Oveido, Florida.

102. Plaintiff, Waukeelah United Methodist Church, Inc (“Waukeelah”), is a Florida non-profit corporation located at 81 Methodist Church Rd., Monticello, FL 32344

103. Plaintiff, Wesconnett United Methodist Church, Inc. (“Wesconnett”), is a Florida non-profit corporation located at 5630 Wesconnett Blvd., Jacksonville, Florida.

104. Plaintiff, Wesley Hispanic United Methodist Church, Inc. (“Wesley Hispanic”), is a Florida non-profit corporation located at 133 Ponce De Leon Blvd., Coral Gables, Florida.

105. Plaintiff, Wesley Memorial United Methodist Church of Lake City, Inc. (“UMC Wesley Memorial”), is a Florida non-profit corporation located at 1272 SW McFarlane Ave., Lake City, Florida.

106. Plaintiff, Yulee United Methodist Church, Inc. (“Yulee”), is a Florida non-profit corporation located at 860003 Christian Way, Yulee, Florida.

107. Plaintiffs, collectively, are referred to herein as “Plaintiff Churches.”

108. The United Methodist Church (“The UMC”) is an unincorporated, worldwide, evangelical church denomination.

109. Defendant, THE BOARD OF TRUSTEES OF THE FLORIDA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, INC. (the “Annual Conference”), is a Florida non-profit corporation located at 450 Martin Luther King Jr. Ave., Lakeland, Florida.

110. Defendant, KENNETH H. CARTER, JR., is the Resident Bishop and Principal presiding over the Annual Conference.

111. Defendant, YONIECE DIXON, is the President of the Annual Conference.

112. Defendant JIM MANUEL is Vice President of the Annual Conference.

113. Defendant, CRAIG SMELSER, is Treasurer of the Annual Conference.

114. Defendant, JAMES L. LUTHER, is the Secretary of the Annual Conference.

115. Defendant, DIONNE HAMMOND, is the Superintendent over the Atlantic Central District of the Annual Conference.

116. Defendant, BOB BUSHONG, is the Superintendent over the East Central District of the Annual Conference.

117. Defendant, EMILY HOTHO, is the Superintendent over Gulf Central District of the Annual Conference.

118. Defendant, DAVID ALLEN, is the Superintendent over the North Central District of the Annual Conference.

119. Defendant, DURWOOD FOSHEE, is the Superintendent over the North East District of the Annual Conference.

120. Defendant, WAYNE WIATT, is the Superintendent over the North West District of the Annual Conference.

121. Defendant, CYNTHIA WEEMS, is the Superintendent over the South East District of the Annual Conference.

122. Defendant, Deborah L. Allan, is the Superintendent of the South West District of the Annual Conference.

123. Defendant, Alex Shanks, is the Assistant to the Bishop and has been tasked by the Annual Conference with overseeing and controlling the process of disaffiliation by the Bishop and the Board of Trustees.

124. Defendants as set forth in paragraphs 108-122 above, collectively are referred to herein as “Annual Conference Defendants.”

125. This matter is a property dispute between Plaintiff Churches, the UMC, and the Annual Conference Defendants.

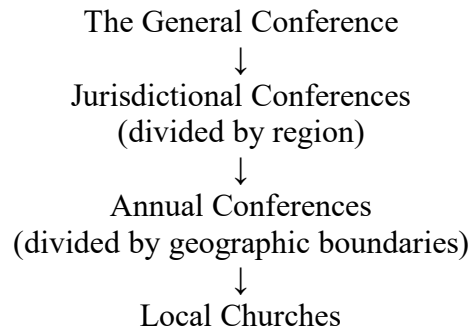
126. The property dispute described herein may, and must, be decided upon neutral principles of law without regard for ecclesiastical issues.

## **FACTS**

### ***The UMC Hierarchy***

127. Founded in 1968, The UMC is a hierarchical denomination.

128. The UMC hierarchy is generally organized as follows:



129. Plaintiff Churches are all local churches affiliated with The UMC and are affiliated with the Annual Conference and, thus, the Annual Conference Defendants.

### *The Trust Clause*

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

131. The Discipline contains the following trust provision (the “Trust Clause”) at ¶ 2501:

1. All properties of United Methodist local churches and other United Methodist agencies and institutions are held, *in trust*, for the benefit of the entire denomination, and ownership and usage of church property is subject to the *Discipline*.

\* \* \*

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

\* \* \*

2. 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*.

3. Local churches... may acquire, hold, maintain, improve, and sell property for purposes consistent with the mission of the Church, unless restricted or prevented by the *Discipline*.



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

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

(Italics in original.)

133. Paragraph 2503.6 provides that the absence of the proscribed language in any deed or conveyance:

shall in no way exclude a local church... from or relieve it of its connectional responsibilities to The United Methodist Church. Nor shall it absolve a local church... of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church.

134. Despite the fact that Plaintiff Churches purportedly hold their respective properties in trust for The UMC, making them the trustee, they are trustee in name only because they are not allowed to control its disposition. Disposition of any property is purportedly controlled by the Discipline, which sets forth strict guidelines for what may or may not be done with local church property, all of which requires approval at various levels of the hierarchical structure, giving The UMC control and effectively making The UMC the trustee. *See, e.g., Book of Discipline ¶¶ 2540-2544.*

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

136. The UMC has not purchased or exercised any obligation of ownership, financial or otherwise, over any of Plaintiff Churches' properties.

***The exception to the trust requirements***

137. As an exception to the trust requirements, ¶ 2548.2 of the Discipline provides, in relevant part:

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

138. Pursuant to that paragraph, the UMC has a history of allowing local churches to disassociate with The UMC under a comity agreement, and to take their property with them, when they are affiliating with another evangelical denomination.

#### *Allowing for Closure and Transfer*

139. The Annual Conference has also allowed churches to close pursuant to Para. 2549 which states that if the local church is no longer “maintained by its membership as a place of divine worship of The United Methodist Church,” the church may be closed according to a “(4) a plan of transfer of the membership of the local church.” This plan has included the setup of a new corporate entity and all properties transferred to this new entity.

140. The Annual Conference has used this method of closure to allow churches to leave The United Methodist Church with their property without paying any type of fee or penalty to do so.

#### *The UMC’s admitted theological shift*

141. In or about 2019, The UMC for the 13th time affirmed its commitment to the greater orthodox doctrine of the universal church (Roman Catholic, Protestant, Orthodox). After the 2019 General Conference multiple bishops and many other UMC leaders began allowing clergy and churches to violate the Discipline. Many bishops also chose to violate the Discipline.

142. Due to these changes in theological practice by the Council of Bishops and Bishop Carter, Plaintiff Churches seek to amicably disaffiliate with The UMC pursuant to ¶ 2548.2 of the Discipline, and reaffiliate with another evangelical denomination, the Global Methodist Church.

143. The UMC, however, recognizing and acknowledging the conflict regarding doctrine and orthodoxy within The United Methodist Church, amended the Discipline in 2019 by adding ¶ 2553.

144. Paragraph 2553.1 first acknowledges this conflict, providing, in relevant part:

Because of the current deep conflict within The United Methodist Church..., 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*... as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues...

(Emphasis added.)

145. The UMC thus purports to allow local churches to disaffiliate and to take their property with them; however, unlike ¶ 2548.2, ¶ 2553 sets forth onerous, and in many cases, prohibitive requirements to disaffiliate.

146. To disaffiliate under ¶ 2553, “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 and the director of connectional ministries.

147. The “terms and conditions” established by ¶ 2553 and Annual Conference Defendants require a local church who seeks to disaffiliate to pay a sum of money, the amount of which is determined in the discretion of the aforementioned parties, and is always substantial and often prohibitive, yet nonnegotiable and unappealable.

148. The Annual Conference Defendants have taken the position that Plaintiff Churches who each wish to disaffiliate as a result of the recent refusal by the Council of Bishops and Bishop Carter to follow the doctrines contained in the Book of Discipline must now do so under ¶ 2553 rather than ¶ 2548.2, despite the fact that ¶ 2548.2 is still available and applicable to Plaintiff Churches, and despite The UMC's practice of allowing churches to disaffiliate under that paragraph.

149. Rather than allow Plaintiff Churches to amicably disaffiliate as allowed by § 2548.2 of the Discipline, the Annual Conference Defendants are making a concerted effort to prevent disaffiliation by using the trust clause and the newly minted ¶ 2553 to hold for ransom Plaintiff Churches' real and personal property.

#### *Grace UMC*

150. Grace UMC was founded in 1888 as a Methodist Episcopal church.

151. In 1885, long before The UMC existed, Grace UMC acquired its property at 1822 Madison Street, Lawtey, Florida, using funds donated by members of the church (the "Grace UMC Property").

152. The Grace UMC Property has been paid for and maintained for one hundred and thirty-seven years wholly through the funds and efforts of its employees, parishioners, and donors.

153. Grace UMC affiliated with The UMC around the time of the founding in 1968.

154. There is nothing in the deed to the Grace UMC Property giving The UMC or the Annual Conference any right of ownership or control over the Property, and neither The UMC nor the Annual Conference has ever exercised any responsibility of ownership over the Grace UMC Property.

155. Due to differences that have arisen between Grace UMC and The UMC as a result of The UMC's conscious and significant theological change, Grace UMC desires to amicably disaffiliate from The UMC and to associate with another evangelical denomination, the Global Methodist Church.

156. Although Grace UMC seeks to amicably disaffiliate under ¶ 2548.2 of the Discipline, as local churches have had the ability to do for decades, the Annual Conference will not allow it to do so, and is instead trying to prevent disaffiliation by use of the trust clause and ¶ 2553 of the Discipline, which was just added in 2019, at the same time and as a result of the Council of Bishops and Bishop Carter's refusal to abide by and enforce the doctrinal positions in the Book of Discipline effectively shifting the theology in practice of The UMC despite the Book of Discipline explicitly rejecting the doctrinal positions it encourages and allows.

157. The Annual Conference has taken the position that it is entitled to keep the Grace UMC Property—which was owned and paid for by Grace UMC long before The UMC and the Annual Conference ever existed—unless Grace UMC pays a substantial payment of money as unilaterally determined by the Annual Conference Defendants.

### **COUNT I – QUIET TITLE**

#### **(GRACE UMC v. ALL DEFENDANTS)**

158. Plaintiff Churches adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

159. Grace UMC has held title to the Grace UMC Property since 1885.

160. Grace UMC purchased, paid for, and maintained its property without any assistance from The UMC or the Annual Conference.

161. The trust clause creates a cloud on the title to the Grace UMC Property because The UMC and the Annual Conference Defendants have taken the position that The UMC controls it pursuant to the trust clause, despite the fact that Grace UMC is purportedly the trustee of that trust.

162. The cloud created on the title to the Grace UMC Property is invalid because there is no trust language contained in the deed to the Grace UMC Property.

163. The cloud created on the title to the Grace UMC Property is invalid because Grace UMC, which is the named trustee of the trust containing the Grace UMC Property, has been stripped of all trustee powers.

164. The cloud created on the title to the Grace UMC Property is invalid because Grace UMC did not intend to, and did not, give the Grace UMC Property to The UMC or the Annual Conference Defendants under the circumstances which they have now unilaterally created.

165. As a result of the invalid cloud created by the trust clause on the Grace UMC Property, Grace UMC is entitled to have title to the Grace UMC Property quieted in its name.

## **COUNT II – DECLARATORY JUDGMENT**

### **(ALL PLAINTIFFS vs. ALL DEFENDANTS)**

166. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

167. The UMC has repeatedly asserted the Trust Clause creates an interest in Grace UMC's property that is held by The UMC and subject to its unilateral control. As set forth below, the Trust Clause is invalid under Florida law and Plaintiff Churches request this Court enter a declaration that the Trust Clause has no impact on its rights or property interests.

168. As set forth below, the Trust Clause does not comply with the requirements of either Chapter 689 or Chapter 736, and is therefore invalid and unenforceable.

169. To begin, should The UMC or Annual Conference Defendants assert the Trust Clause is a land trust, under Chapter 689, the same would fail since there is no trust document signed by The UMC and Grace UMC creating a valid trust. *Brigham v. Brigham*, 11 So. 3d 374, 384 (Fla. 3d DCA 2009); § 689.05, Fla. Stat.

170. The Trust Clause, under Chapter 736, is likewise invalid since it fails to comply with the requirements of Florida law, including but not limited to:

- A. The Trust Clause is invalid on its face because the language set forth in the Discipline and required to be included in every church deed, or to be assumed included if not expressly included, does not create an irrevocable trust, but a revocable one. And the Discipline's reference to each trust as irrevocable is inconsistent with the required deed language, which makes no mention that the trust is irrevocable;
- B. The Trust Clause in the Discipline is invalid on its face because the language set forth in the Discipline and required to be included in every church deed, or to be assumed included if not expressly included, is inconsistent as to who the trustee is. Paragraph 2501 of the Discipline requires all properties to be held in trust "for the benefit of the entire denomination," and the language required in the deeds states that each church holds its property in trust, purportedly making each church the trustee. Although the deeds purport to make Plaintiff Churches trustee over the trust containing their property, ¶ 2501 also requires that "ownership and usage of church property is subject to the Discipline." The Discipline places all powers as to the disposition of Plaintiff Churches' property in the hands of The UMC by making it subject to the Discipline; thus,

the Discipline strips Plaintiff Churches of any and all powers of a trustee and grants such powers to The UMC instead.

- C. The Trust Clause in the Discipline is invalid on its face because by exercising all control over the property but disclaiming its position as trustee, The UMC exercises the rights of a trustee while circumventing Florida trust law obligations and avoiding any fiduciary responsibility that Florida law imposes on trustees.
- D. The Trust Clause in the Discipline is invalid on its face because The UMC is, in effect, the sole trustee and the sole beneficiary of each trust. Because The UMC claims to maintain all control over the property, it is the effective trustee of the trust. By requiring that all trust property be kept for the benefit of The UMC denomination, The UMC has also made itself the sole beneficiary of the trust. Pursuant to Fla. Stat. § 736.0402(1)(e), a trust is created only if the same person is *not* the sole trustee and the sole beneficiary.

171. Florida law does not allow the terms of a trust to prevail over the statutory requirements for creating a trust. § 736.0105, Fla. Stat.

172. The trust clause is, therefore, invalid on its face.

173. Florida law allows a party who is in doubt of its rights to seek a declaration from the court. It provides:

Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article,



memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

§ 86.021, Fla. Stat.

174. Plaintiff Churches have a legal and equitable interest in their own property.

175. The UMC and the Annual Conference Defendants claim an adverse interest therein.

176. The trust clause by which The UMC and the Annual Conference Defendants claim an interest in the property of Plaintiff Churches is questionable as to its validity and casts doubt on the legal and equitable interests of Plaintiff Churches.

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

178. Plaintiff Churches seek a judicial declaration that the trust clause is invalid on its face, and/or that Plaintiff Churches are the trustees of their respective trust properties with all powers available to a trustee, and/or that the trust is revocable at their option.

### **COUNT III – JUDICIAL MODIFICATION OF TRUST**

#### **(ALL PLAINTIFFS vs. ALL DEFENDANTS)**

179. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

180. Section 736.04113(1)(b) provides that, upon application of a trustee of a trust, a court “at any time may modify the terms of a trust that is not then revocable” because of “circumstances not anticipated by the settlor.”

181. Under § 736.04113(2), the court may either amend the terms of the trust, terminate the trust, or permit the trustee to do an act not authorized, or even prohibited, by the terms of the trust.

182. Plaintiff Churches are each named as trustee of the trust holding their respective property and as such, seek relief under this statute.

183. The UMC has for decades allowed local churches to amicably disassociate from The UMC and to associate with another evangelical denomination pursuant to ¶ 2548.2, taking their property with them without any requirement of an onerous, prohibitive payment of money.

184. Paragraph 2548.2 is a material provision of The Discipline that Plaintiff Churches relied upon when agreeing to hold their own property in trust for The UMC.

185. Although ¶ 2548.2 is still in effect and part of the Discipline, and although ¶ 2548.2 was relied upon by Plaintiff Churches when they submitted to the trust clause, The UMC and the Annual Conference Defendants are refusing, without explanation, to honor that paragraph of their governing document.

186. After the Traditional Plan was agreed upon in 2019, the Bishops are now allowing widespread disobedience effectively shifting the doctrine of the church without General Conference approval.

187. The UMC and the Annual Conference Defendants are requiring application of ¶ 2553 and ignoring ¶ 2548.2 in an effort to require Plaintiff Churches to either give The UMC their property that they paid for and maintained, or to pay to The UMC an arbitrary, substantial, and often prohibitive sum of money.

188. In addition to Para. 2548.2, the Annual Conference has allowed churches (other than Plaintiff Churches) to separate from The UMC with their property without paying any monies under Para. 2549.

189. Para. 2549 is for the “closure of a church” if the church no longer is “maintained by its membership as a place of divine worship of The United Methodist Church.”

190. The Annual Conference has used this paragraph to “close a church” by allowing a church to setup a new corporation, close the United Methodist Church, and transfer the property to the new incorporated entity.

191. Closing churches and allowing the transfer of the property to the new entity under Para. 2549 has been the *pattern and practice* of the Annual Conference.

192. Whether under 2548.2 or 2549, churches, like the Plaintiff Churches, have been able to leave the denomination without paying what is now being deemed as the “unfunded pension liability.”

193. The actions of The UMC and the Annual Conference Defendants are inequitable, unconscionable, oppressive, and imprisoning.

194. It was never the intent of any of the Plaintiff Churches to give their property away for free.

195. It was never the intent of any of the Plaintiff Churches to be associated with a denomination that now, admittedly, condones conduct that its own governing document has always expressly condemned and still does expressly condemn.

196. It was never the intent of any of the Plaintiff Churches to place their property in the hands of a denomination that has now, admittedly, departed from the doctrine and polity stated in its governing document—a doctrine to which Plaintiff Churches have always adhered and still adhere.

197. It was never the intent of any of the Plaintiff Churches to place their property in the hands of a denomination that would hold their property hostage in an effort to prevent an amicable disaffiliation as was always—and still is—allowed by the denomination’s governing document, to wit, ¶ 2548.2 or 2549 of the Discipline.

198. It was never the intent of any of the Plaintiff Churches to place their property in the hands of a denomination under the terms now set forth in ¶ 2553 of the Discipline—a paragraph that did not even exist until 2019.

199. Plaintiff Churches are faced with the unconscionable choice of remaining with The UMC when it has admittedly stopped enforcing the doctrine held by the Plaintiff Churches; giving to The UMC all of their property which was purchased and maintained—in some cases for decades if not more than a century—by their own employees, parishioners, and donors; or paying to The UMC an arbitrary, onerous, and often prohibitive sum of money determined in the sole discretion of the Annual Conference Defendants, for the “privilege” of associating with another evangelical denomination that shares their beliefs and the beliefs that The UMC also shared until its 2019 about-face.

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

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

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

##### **(ALL PLAINTIFFS)**

202. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

203. As an alternative to the above Counts I-III, should this Court determine the Trust Clause is a valid trust and requires Plaintiff Churches to hold the entirety of their property in trust for the benefits of The UMC, and requires The UMC to act as the trustee of the same, The UMC has failed in its obligations under the Florida Trust Code.

204. Florida law requires any trustee to “administer the trust in good faith” and to do so “in accordance with its terms and purposes and the interests of the beneficiaries” and in compliance with Florida’s Trust Code, which requires the trustee to “exercise reasonable care, skill, and caution” in light of the “purposes, terms, distribution requirements, and other circumstances of the trust.” § 736.0801, 736.0804.

205. The Trustee has an obligation to “administer the trust solely in the interests of the beneficiaries.” § 736.0801(1).

206. The Trustee is also required by the Florida Trust Code to: (1) keep clear, distinct, and accurate records of the administration of the trust; (2) keep trust property separate from the trustee’s own property; and (3) provide a trust accounting at least annually.

207. Bishop Carter helped to negotiate the Protocol and has stated publicly that the Annual Conference supported the Protocol and the spirit of reconciliation it represents. Yet, he then summarily shifted the Annual Conference’s policy without warning or explanation.

208. Bishop Carter stated that he “personally . . . pledg[ed]” to live by the Protocol within this Annual Conference, and the Plaintiff Churches relied on this promise to successfully disaffiliate with their property according to these terms.

209. Bishop Carter and the Board of Trustees have exclusive access and use of a “slush fund” known as the Cabinet Development Fund of approximately \$35,000,000 - \$45,000,000,

derived mostly from the proceeds of the sale of closed churches. This fund has not been properly disclosed to the Plaintiff Churches; and the use of those funds remains shrouded in mystery.

210. Bishop Carter has designated funds to be spent on initiatives that are not consistent with the Book of Discipline and the doctrines therein.

211. The UMC has expressly stated the purpose for the prohibitively large payment being required as a condition for Plaintiff Churches to leave The UMC with their property is an “unfunded pension liability” that is alleged to be likely to occur in the future.

212. Bishop Carter and the Board of Trustees are the sole managers of the Pension Fund and are responsible for overseeing its stewardship and ensuring there are no “unfunded liabilities” and that it is able to meet all its financial obligations.

213. Taking them at their word, Bishop Carter and the Board of Trustees have failed to properly oversee the Pension Fund to ensure that before Plaintiff Church’s funds were otherwise utilized the Pension Fund should have been completely funded as is the case in other Annual Conferences.

214. Should this Court determine the Plaintiff Church’s property is in the entirety held in trust pursuant to the Trust Clause, The UMC has utterly failed in its duties to the Plaintiff Churches as beneficiaries of the trust and has not undertaken any of the duties required of its by the Florida Trust Code.

**COUNT V – ACCOUNTING**

**(ALL PLAINTIFFS V. ALL DEFENDANTS)**

215. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

216. As an alternative to the above Counts I-III, should this Court determine the Trust Clause is a valid trust and requires Plaintiff Churches to hold the entirety of their property in trust for the benefits of the UMC, Florida law requires the trustee of any trust to “keep the qualified beneficiaries of the trust reasonably informed of the trust and its administration.” § 736.0813.”

217. Florida law requires the trustee of any irrevocable trust to “provide a trust accounting, as set forth in § 736.08135 . . . at least annually” and to provide the same to the beneficiaries. Further, upon request, the trustee shall provide information to the beneficiaries about the assets and liabilities of the trust, as well as specific information relating to the trusts’ administration.

218. To date, despite taking the position the Book of Discipline creates an irrevocable trust, the UMC has failed to provide the Plaintiff Churches, which are qualified beneficiaries, an annual accounting of the trust.

219. Plaintiff Churches are entitled to a detailed accounting of the trust property and the income and expenditures of the trust property.

**COUNT VI – BREACH OF FIDUCIARY DUTY**

**(ALL PLAINTIFFS vs. KENNETH H. CARTER, JR.)**

220. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

221. Per the Book of Discipline, the Bishop is “elected from the elders” and set apart for a ministry of servant leadership, general oversight and supervision.” (Para. 403). Bishops are appointed to preside over an annual conference but the Book of Discipline considers every bishop to be a bishop of the “whole” church.

222. Under the duty of general oversight and supervision, the Bishop is to “uphold the discipline and the order of the Church.” (Para. 403)

223. The Bishop shares with the other bishops the “oversight of the whole church through the Council of Bishops.”

224. Bishop Carter has assumed the role of Bishop and has a fiduciary duty to carry out those roles in a manner consistent with the Book of Discipline, much like the President of a company has an obligation to conduct the affairs of the company in accordance with the company’s bylaws or operating agreement.

225. Bishop Carter has breached these duties to Plaintiff Churches by intentionally rejecting his obligations to Plaintiff Churches under the Book of Discipline.

226. As an example, Bishop Carter has knowingly ignored a Judicial Council decision and breached his duty of oversight by refusing to take any action to prevent the disqualified Karen Oliveto from holding church office. (Judicial Decision 1341).

227. Bishop Carter knowingly has violated his duty of oversight and supervision by allowing persons who do not meet the ordination standards set forth in the Book of Discipline to be certified candidates and licensed local pastors.

228. Bishop Carter breached his duty by falsely committing to the Plaintiff Churches that he would support a transfer under Para. 2548.2 and then subsequently barring transfer under that provision a short time later.

229. Bishop Carter breached his duty of oversight and supervision by ignoring the General Conference’s approval of the Traditional Plan and pursuing a shift from church orthodoxy.



230. Bishop Carter breached his duty of oversight and supervision by not ensuring that the Annual Conference and the churches within the conference adhere to the doctrines contained in the Book of Discipline.

231. Bishop Carter and the Council of Bishops have refused to enforce the Judicial Counsel's decision of the disqualification of Karen Oliveto who continues to hold church office.

232. The Council of Bishops, through their inaction, have supported the Western Jurisdiction Bishops' declaration of non-compliance with the Book of Discipline.

233. Bishop Carter allows Reverend Andy Oliver to continue to openly violate the Book of Discipline without any action to protect the doctrines in the Book of Discipline as required by the bishop's duties outline in Para. 403.

234. The Council of Bishops and Bishop Carter are operating under a "moratorium" for charges against those violating the Book of Discipline although the Protocol for transfer for the Plaintiff Churches will not be "honored" which is a part of the same agreement.

235. The Council of Bishops and Bishop Carter have allowed the North Central Jurisdiction to adopt a resolution stating the Traditional Plan as approved by the General Conference in 2019 will be ignored.

236. Bishop Carter and the Council of Bishops have not spoken in opposition to the approval of the first "drag queen" certified candidate by the Vermillion River District of the Northern Illinois Conference which is in direct violation of the Book of Discipline.

**COUNT VII – BREACH OF FIDUCIARY DUTY**

**(ALL PLAINTIFFS vs. CRAIG SMELSER)**

237. Plaintiffs adopt and incorporate as if fully rewritten here paragraphs 1-157 of this Complaint.

238. The Book of Discipline provides for the duties and responsibilities of The Annual Conference Treasurer which are to: manage all assets and liabilities, ensure the conference keeps accurate records and inventories of conference property, keep records of insurance, and oversee the personnel and human resource staff.

239. The Plaintiff Churches have been paying their annual apportionments for decades which totals in the millions of dollars for each church.

240. Craig Smelser, in his official capacity of treasurer, is in breach of his duty to the churches by not informing the Annual Conference regarding this “unfunded pension liability” that has gone unreported for decades.

241. Craig Smelser, in his official capacity of treasurer, is in breach of his duty to the churches for not taking actions to eliminate the “unfunded pension liability” at any time during the course of his tenure.

242. Craig Smelser is in breach of his duty for oversight and supervision of the funds that are paid to the Annual Conference by allowing an unfunded pension liability to exist.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Churches pray for relief against Defendants as follows:

A. Plaintiff, Grace UMC, requests that title to its property be quieted in its name, free and clear of any trust or right of control by The UMC and the Annual Conference Defendants;

B. Plaintiff Churches request a judicial declaration that the trust purportedly created by the Discipline is invalid on its face, or that they are the trustees of their respective trusts with all powers available to a trustee, and that the trusts are revocable at their option;

C. Plaintiff Churches request that the Court exercise its discretion to modify any existing trusts either by terminating them entirely, or by clearly making Plaintiff Churches the trustees of their respective trusts and clearly making such trusts revocable at their option;

D. Plaintiff Churches request this Court declare that The UMC violated its obligations under the Florida Trust Code to the Plaintiff Churches and award actual and compensatory damages, and all other damages as allowed by law.

E. Plaintiff Churches request this Court order The UMC and the Annual Conference Defendants to provide the trust accounting required by § 736.0813.

F. Costs of this action; and

G. Such other and further relief as allowed by law and as this Court deems just and proper.

DATED: July 14, 2022

Respectfully submitted,

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